

**REQUEST FOR PROPOSALS
(COMPETITIVE SEALED PROPOSALS)**

Parking Lot Repairs and Repaving

RFP No:
HHSC 25-0219

for

**Kona Community Hospital
Hawaii Health Systems Corporation
West Hawaii Region**

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An Agency of the State of Hawaii

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SECTION 1 ADMINISTRATION

1.0 INTRODUCTION

HHSC invites proposals from qualified and experienced licensed general contractors to provide repairs (some significant), replacement of some areas and repaving of the hospital's parking lot that surrounds the perimeter of the hospital. This will be a multi phase project.

This Request for Proposal (hereinafter "RFP") is issued by the Hawaii Health Systems Corporation West Hawaii Region Kona Community Hospital (hereinafter "HHSC"), a public body corporate and politic and an instrumentality and Agency of the State of Hawaii. This solicitation is governed by the applicable provisions of Hawaii Revised Statutes ("HRS") and implementing policies. All procedures and processes will be in accordance with applicable HRS Chapters including, but not limited to, 323F. To the extent this solicitation contains any terms or provisions inconsistent with applicable HRS Chapters and implementing policies, the statutes and the policies will control.

Thank you for your interest in submitting a proposal for this solicitation. The rationale for this competitive sealed RFP is to promote and ensure the fairest, most efficient means to obtain the **most qualified contractor** to HHSC, i.e. the proposal offering the greatest overall combination of quality of work and service and pricing. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as "OFFEROR".

As an offeror, you are expected to submit proposals that are accurate, complete, and contain all terms and conditions which you feel are necessary. If, after submitting your proposal, you find changes are necessary, you may change or withdraw your proposal any time up to the time of the proposal opening. However, after the opening, the proposal may not be changed or altered in any way.

In order for HHSC to evaluate OFFEROR'S response in a timely manner, please thoroughly read this RFP and follow instructions as presented.

1.1 RFP TIMETABLE

The timetable as presented represents HHSC’s best estimated schedule. If an activity of the timetable, such as “Closing Date for Receipt of Proposals” is delayed, the rest of the timetable dates may be shifted. OFFEROR will be advised, by addendum to the RFP, of any changes to the timetable. Contract start date will be subject to the issuance of a Notice to Proceed.

No.	Activity	Planned Date
1.	RFP Public Announcement	Tuesday, January 14, 2025
2.	Closing Date for 1 st Round of Questions	Friday, January 17, 2025 2:00pm HST
3.	Pre-Proposal Conference at Kona Community Hospital Tour of Hospital Facilities. Reservation form (Appendix G) and signed Confidentiality Agreement (Appendix H) must be received no later than Monday, March 16, 2020 This meeting is mandatory for all Offerors. See Appendix F for Agenda. Addendum for answers to 1st Round of Questions will be provided at Pre-Proposal Conference as well as Emailed to Offerors and posted online.	Thursday, January 23, 2024 9:00am – 10:30am HST
4.	Closing Date for Receipt of 2 nd Round of Questions	Thursday, January 30, 2025 2:00pm HST
5.	Addendum for HHSC Response to OFFEROR’s 2 nd Round of Questions	Thursday, February 6, 2025
6.	Closing Date for Receipt of Proposals	Monday, February 24, 2025 2:00pm HST
7.	Mandatory Requirements Evaluation	February 25, 2025
8.	Proposal Evaluations	February 27, 2025
9.	Proposal Discussions (optional)	
10.	Best and Final Offers (optional)	
11.	Contractor Selection/Award Notification (on/about)	March 3, 2025
12.	Contract Execution Period	March 4-10, 2025
13.	Contract Tentative Award Date	March 11, 2025

Figure 1. Procurement Schedule

1.2 AUTHORITY

This RFP is issued under the provisions of the applicable Hawaii Revised Statutes (HRS). All OFFERORS are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any OFFEROR shall constitute admission of such knowledge on the part of such OFFEROR.

1.2.1 RFP ORGANIZATION

This RFP is organized into five Sections:

- SECTION 1: ADMINISTRATIVE**
Provides information regarding administrative requirements.
- SECTION 2: SCOPE OF SERVICES**
Provides a detailed description of goods and/or services to be

provided and delineates HHSC and CONTRACTOR responsibilities.

SECTION 3:

PROPOSALS

Describes the required format and content for submission of a proposal.

SECTION 4:

EVALUATION

describes how proposals will be evaluated and lists the “value weight percentages” of the evaluation categories.

SECTION 5:

AWARD OF CONTRACT

Describes procedures for selection and award of contract.

1.3 REGIONAL CHIEF EXECUTIVE OFFICER (RCEO)

The RCEO for HHSC West Hawaii Region, or designee, is authorized to execute any and all Agreements (Contracts), resulting from this RFP.

The RCEO for this RFP is:

Clayton R. McGhan
West Hawaii Region
Hawaii Health Systems Corporation
79-1019 Haukapila Street
Kealahou, HI 96750

Figure 2. RCEO – Regional Chief Executive Officer

1.4 DESIGNATED OFFICIALS

The officials identified in the following paragraphs have been designated by the RCEO as HHSC’s procurement officials responsible for execution of this RFP, award of Agreement and coordination of CONTRACTOR’s satisfactory completion of contract requirements.

1.4.1 ISSUING OFFICER

The Issuing Officer is responsible for administering/facilitating all requirements of the RFP solicitation process and are the **only points of contact** for OFFEROR from date of public announcement of the RFP until the selection of the successful OFFEROR. The Issuing Officer, Yvonne S. Taylor, will also serve as the Contract Manager responsible for contractual actions throughout the term of the contract. The Issuing Officer is:

Yvonne S. Taylor, Sr. Contracts Manager
West Hawaii Region
Email ytaylor@hhsc.org
Direct (808) 322-4442
Fax (808) 322-4488

Figure 3. Issuing Officer

1.5 HHSC ORGANIZATIONAL INFORMATION

1.5.1 CHARTER

HHSC is a public body corporate and politic and an instrumentality and agency of the State of Hawaii. HHSC is administratively attached to the Department of Health, State of Hawaii and was created by the legislature with passage of Act 262, Session Laws of the State of Hawaii 1996. Act 262 affirms the State's commitment to provide quality health care for the people in the State of Hawaii, including those served by small rural facilities.

1.5.2 STRUCTURE AND SERVICES

HHSC oversees the operation of nine public health facilities throughout the Hawaiian Island chain, including Oahu, Kauai and Hawaii. In addition to the nine HHSC facilities, Kahuku Medical Center, Hawaii Health Systems Foundation, and Alii Community Care are wholly owned subsidiaries.

HHSC is organized into five operational regions and provides a broad range of healthcare services including acute, long term, rural and ambulatory health care services. As the fourth largest public health system in the country, HHSC is the largest provider of healthcare in the Islands, other than on Oahu, and is the only acute care provider on the Islands of Maui and Lanai. In fiscal year 2009, HHSC had a total of 3,892 full time employees, operating 1,260 licensed beds, located on five different islands, with approximately 22,378 in-patient admissions.

HHSC West Hawaii Region has two hospitals: Kohala Hospital and Kona Community Hospital.

Kona Community Hospital is a 94-bed full-service acute care hospital with 24-hour emergency services, proudly serving the West Hawaii community. For nearly 100 years Kona Community Hospital has been caring for the people of West Hawaii. Adding more and more services, Kona Community Hospital has constantly improved our abilities to serve our residents and visitors whenever they are in need.

The Kona Community Hospital staff includes over 500 highly skilled employees and 100 medical staff practitioners, many who have been with our hospital for over 20 years. Along with our professional and experienced staff, Kona Community Hospital has many volunteers and affiliates that support our hospital. Kona Community Hospital also is one of the largest employers in West Hawaii.

1.5.3 MISSION

The mission of HHSC is to provide and enhance accessible, comprehensive health care services that are quality-driven, customer-focused and cost-effective.

1.6 FACILITY INFORMATION

Detailed information pertaining to HHSC facilities is located at <http://www.hhsc.org>.

1.7 SUBMISSION OF QUESTIONS

Relevant questions must be submitted in writing via electronic mail, facsimile or post mail to the Issuing Officer no later than the "Closing Date for Receipt of Questions", identified in Figure 1 in order to generate an official answer. All written questions will receive an official written response from HHSC and become addenda to the RFP.

- IMPORTANT -

OFFEROR may NOT request changes and/or propose alternate language to the attached HHSC Special Conditions and State of Hawaii DAGS 1999 Interim General Conditions.

HHSC reserves the right to reject or deny any request(s) made by OFFEROR.

Responses by HHSC shall be due to the OFFEROR no later than the dates for initial questions and final questions stipulated in Figure 1.

Impromptu, un-written questions are permitted and verbal answers may be provided during pre-proposal conferences and other occasions, but are only intended as general direction and will not represent the official HHSC position. The only official position of HHSC is that which is stated in writing and issued in the RFP as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

Send relevant questions to:

Yvonne S. Taylor, Sr. Contracts Manager
West Hawaii Region
Email ytaylor@hhsc.org
Direct (808) 365-2415

Figure 4. Contact for Relevant Questions

1.8 RFP REVIEW

OFFEROR should carefully review this RFP for defects and questionable or objectionable matter. Comments concerning RFP's defects and questionable or objectionable matters must be made in writing and should be received by the Issuing Officers no later than the "Closing Date for Receipt of Questions" as identified in Figure 1. This will allow issuance of any necessary amendments to the RFP.

1.9 RFP AMENDMENTS

HHSC reserves the right to amend the RFP any time prior to the ending date for the proposal evaluation period. RFP Amendments will be in the form of addenda and posted on the KCH Procurement website and well as electronically mailed to all bidders who have requested a RFP package.

1.10 CANCELLATION OF RFP

The RFP may be canceled at any time for any reason when it is determined to be in the best interests of HHSC.

1.11 GRIEVANCE

It is the policy of the West Hawaii Region to work cooperatively with all vendors to the end of fair and fiscally sound procurement decisions. In the event a vendor or prospective vendor feels that a procurement decision has been made or is about to be made that is not in accordance with applicable law or policies, the vendor is encouraged to proceed as follows:

Request a debriefing in writing by the Issuing Officer.

If the debriefing does not satisfy the vendor, a meeting may be requested with the Issuing Officer who may invite others to participate as needed.

If the Issuing Officer does not resolve the issue, the vendor may request a meeting with the RCEO. The RCEO is the last recourse for disputes relating to procurement decisions and all decisions made by the RCEO shall be final.

A grievance based upon the content of the RFP shall be submitted in writing within five (5) working days **after** the aggrieved individual/business knows or should have known of the facts; provided further that the grievance shall not be considered unless it is submitted in writing prior to and not later than the “Closing Date for Receipt of Questions” identified in Figure 1.

Such grievances of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted on the Kona Community Hospital website:

<http://www.kch.hhsc.org/Procurement/>

Figure 5. Website for all Procurement Activities

SECTION 2 SCOPE OF SERVICES

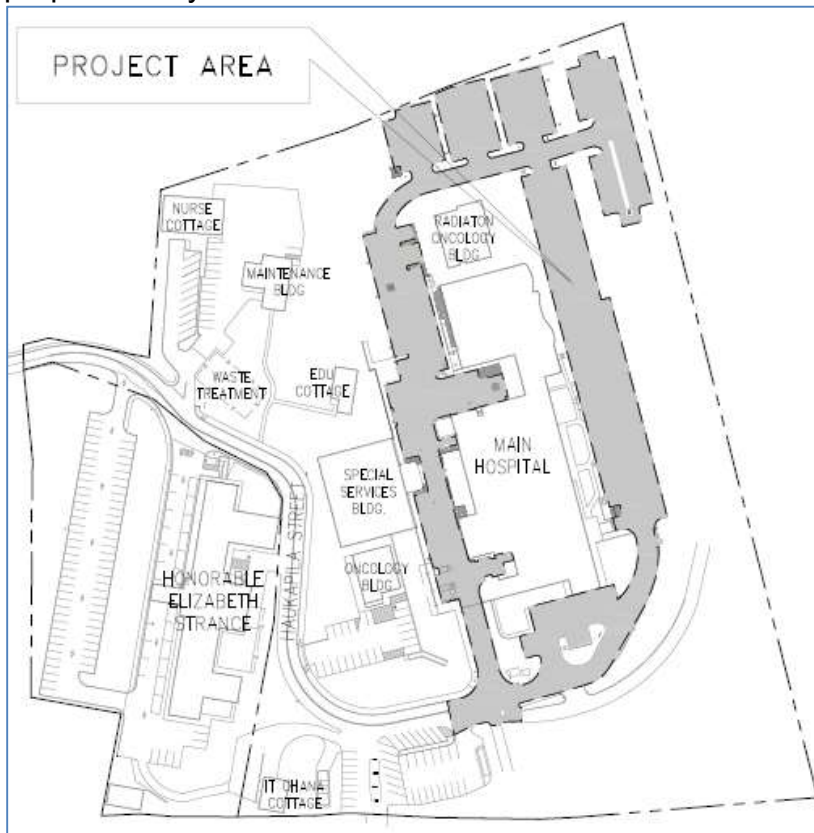
2.0 SCOPE OF SERVICES

PROJECT PARAMETERS and SCOPE OF SERVICES

Due to age, weather conditions and deferred maintenance, the parking lot that surrounds the main hospital building is degraded and in need of repair and restriping. Some areas receive heavier traffic loads and have degraded faster than others and will need more extensive repairs as specified on the drawings. In addition to the repairs there is a possibility of adding 18 additional parking stalls in an area to the north of the property that is currently landscaped and will require civil work to include retaining walls and earthworks. These additional stalls and corresponding work will be an add alternate subject to cost and should be priced separately.

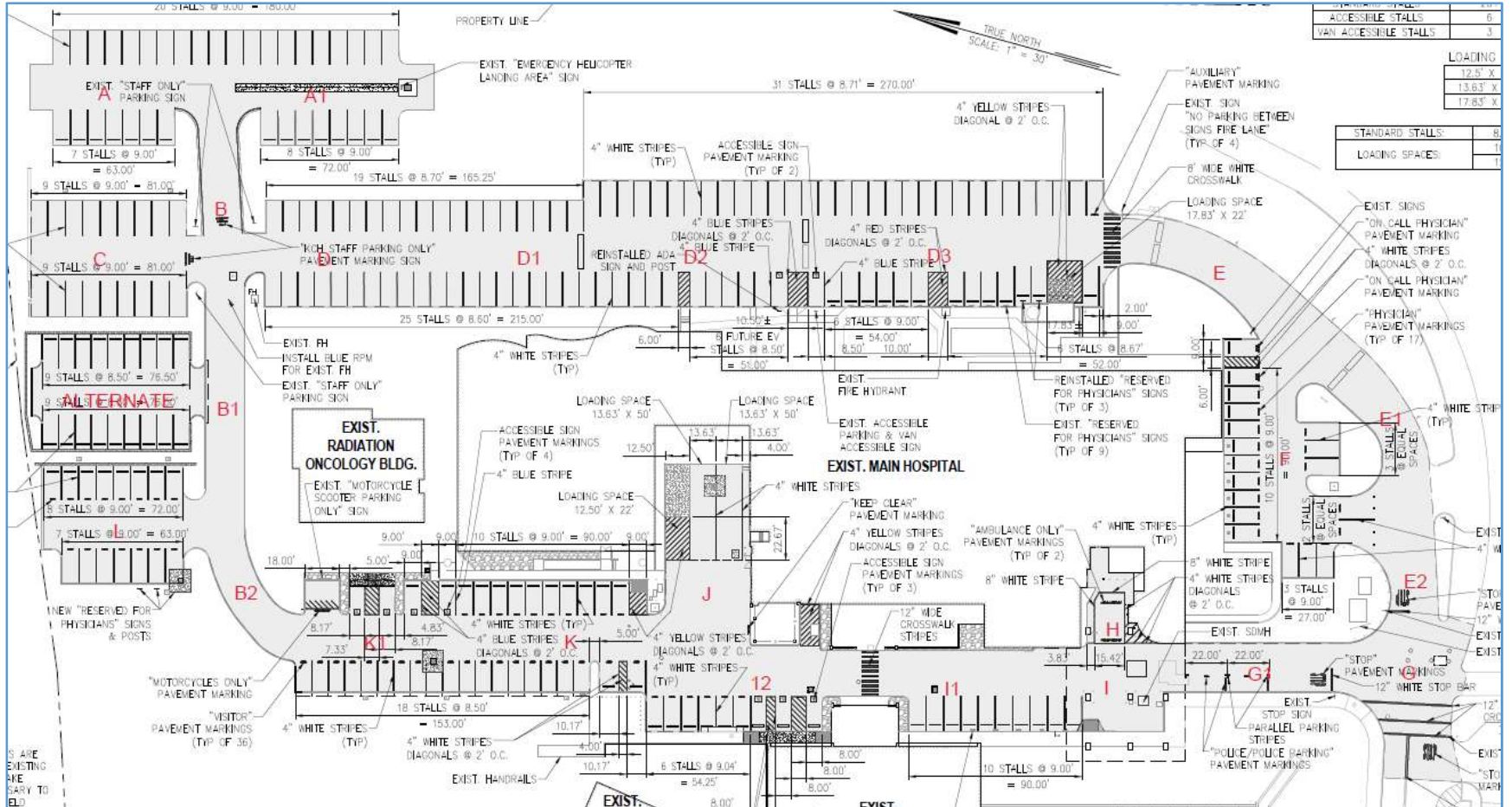
For the duration of the project, the hospital will be in full operation for 24 hours per day and 7 days per week.

Map and photos of parking lots below. Map and photos are for general information purposes only.

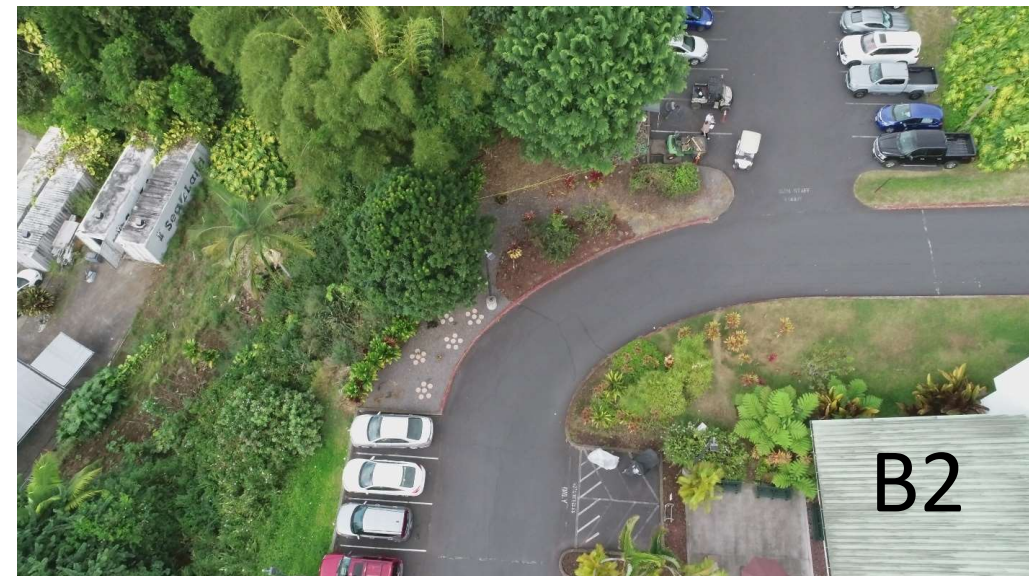


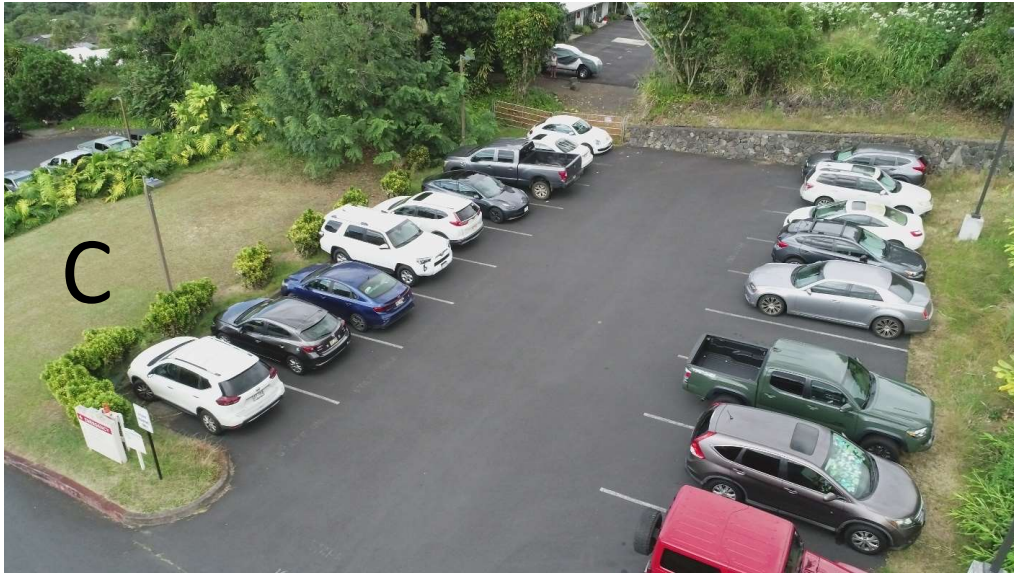


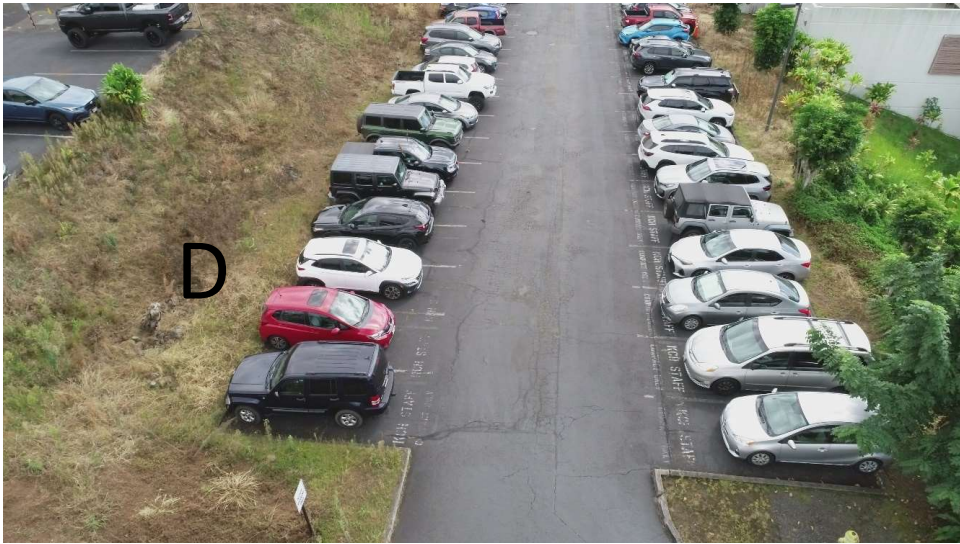
RFP 25-0100 Parking lot Repaving Site Photos



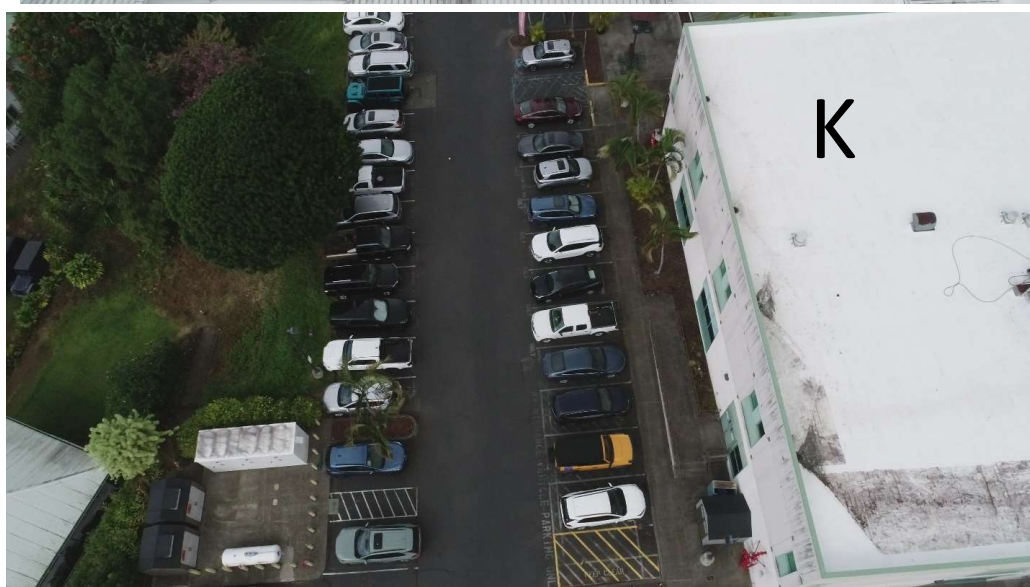
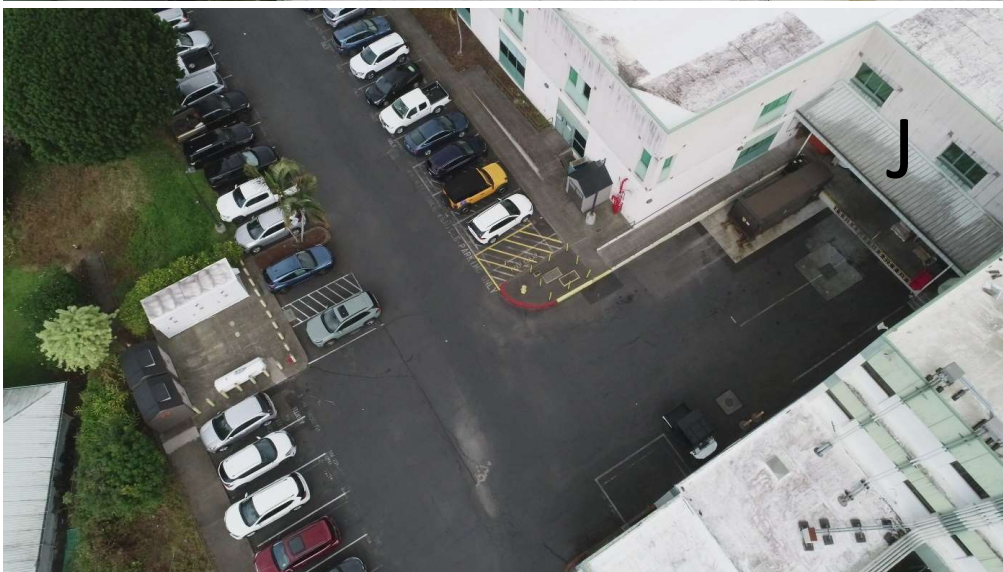


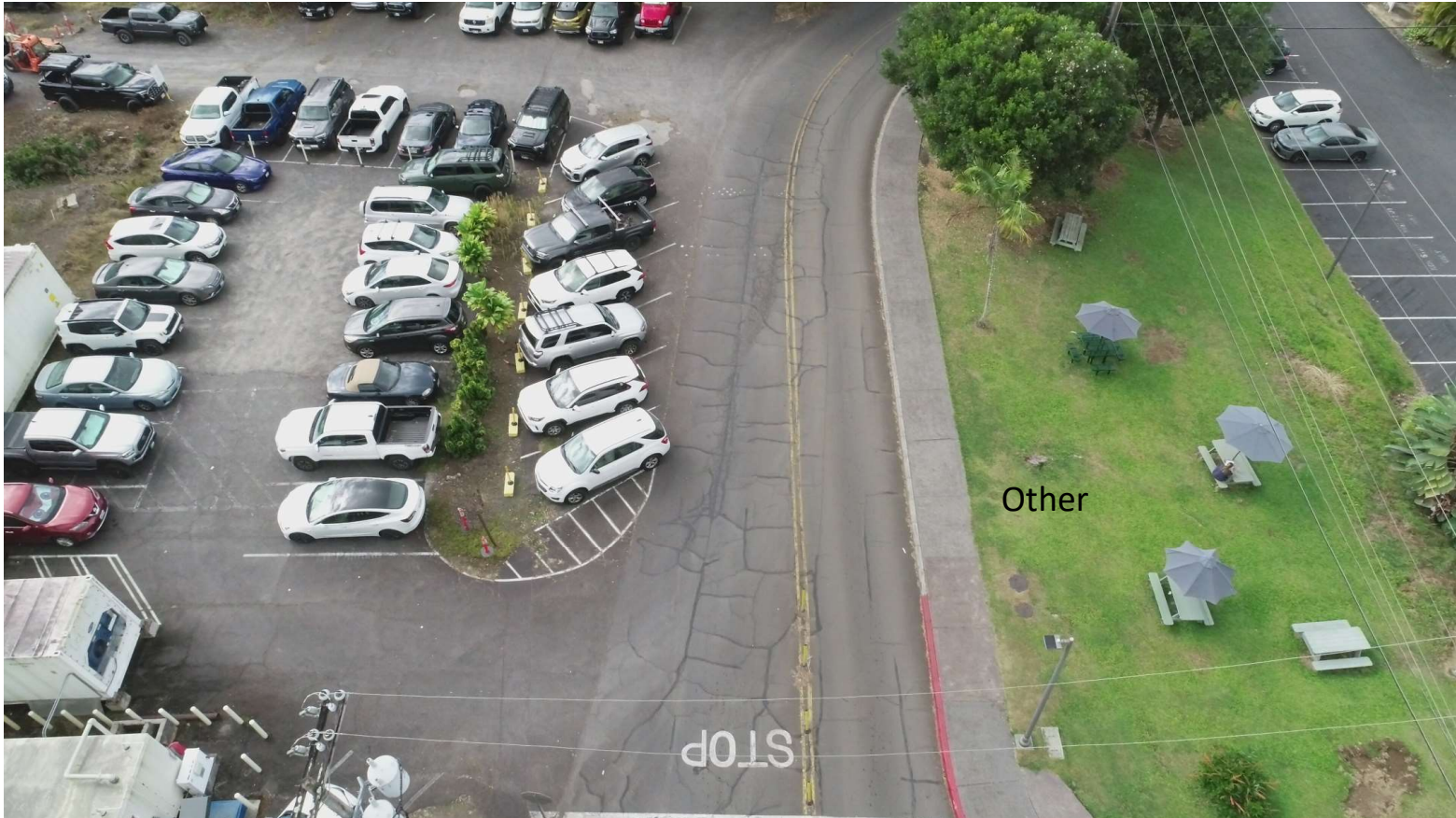












Specification manuals and engineered drawings are provided for this project in Appendices J1 and J2.

All work must be performed in accordance with all applicable federal, state and local codes and laws.

As this project's work will be performed outside of hospital buildings, contractor badges will not be required. Should an employee want to go inside a hospital building (cafeteria or restrooms only), he must obtain a visitor's badge from Security. Each badge is only good for one day.

The Contractor represents that, prior to submitting a response to this Request for Proposal, they have carefully reviewed the enclosed documents and inspected the site of the proposed work. In addition, they are fully informed of the conditions under which the work is to be performed. The Contractor further represents that they have satisfied themselves to the actual conditions of the premises, existing construction, actual elevations site logistics, local code restrictions, and any other conditions affecting the completion of the intended work. It being hereby understood and agreed that no considerations will be allowed subsequently to the Contractor's submission of their response to the Request for Proposal by reason of error, or oversight, on the part of the Contractor or, on account of, interference by other Contractor's activities. The Contractor's Proposal shall include, as a minimum, the following Scope of Services. **The following scope items are intended to clarify, but not limit, the Request for Proposal:**

1. Contractor MUST have a competent supervisor on-site at all times.
2. Contractor shall manage, with his own personnel and qualified subcontractors, all construction work required for the construction, and refurbishment in accordance with the Contract Documents prepared by the Architect and Engineer. It is the intent of this Request for Proposal to contract with a General Contractor who will provide "above" industry standard construction services as referenced in this Request for Proposal.
3. Rubbish removal from the jobsite will be the Contractor's responsibility. Rubbish removal must be completed at the end of every construction day. . It is imperative that the Contractor maintain a clean and efficient worksite. Contractor may use KCH's metal and general waste containers. If Contractor notices the dumpster(s) are getting full, Contractor must notify Robert Hollandsworth so pick up can be scheduled.
4. Contractor shall visit the site to verify that he has familiarized himself with the jobsite regarding staging, site and building access, existing conditions, etc.
5. The Contractor shall maintain a detailed and accurate accounting system that shall be necessary for the proper financial management of the project. Contractor's records and receipts shall allow for ready identification of all charges included in subcontracts, purchase orders, change orders, invoices and Application for Payments. The Owner shall have the right to audit, at any

time, all the Contractors records related to this project and the work. Waiver of lien documents shall be provided for all subcontractor/suppliers and tier subcontract/suppliers.

6. Contractor shall keep the Construction Supervisor advised and copied on all communications with the Architect, Architect's consultants, other consultants or vendors contracted by the Owner for this specific project.
7. Contractor shall communicate with the Construction Supervisor, Architect and Architects' consultants utilizing telephone, email, file storage/sharing for issue tracking, submittal tracking, cost tracking, requests for information, etc..
8. Contractor shall utilize the preferred route and procedures, as determined by KCH, for the removal of construction debris and shall coordinate all necessary additional clean-up as part of construction operations, such that the parking lots are maintained free from accumulations of waste material, rubbish and debris.
8. Contractor shall maintain a detailed and accurate shop drawing and product submittal control system for the project. The system shall be updated on a regular basis and reported to the Construction Supervisor, Architect, Engineer and other applicable consultants for coordination at all appropriate meetings. The schedule responsibility is that of the Contractor and negligence in coordinating the shop drawing process does not relieve Contractor from its contractual obligation for Substantial Completion.
9. The Contractor shall provide the following services as part of their proposed scope of services:

Pre-Construction Phase

1. Verify with Construction Supervisor the proper sequence of work. Contractor is welcome to make suggestions should he have ideas that might make the work more efficient.
2. Develop construction schedule and present to HHSC for approval.
3. Work with engineer and/or building department for permitting issues. Permit has been approved and will be picked up by Contractor.
4. Commit sub-contractors.
5. Obtain required levels and types of insurance. Provide copies to the Contracts Department. Must be provided within thirty (30) days of execution of contract.
6. Work with Robert Hollandsworth to get set up with Procure as all drawings and RFIs will be submitted through Procure.

7. Preview OFCI equipment, if any, to ensure all items are on-site. At time of RFP release, KCH has not identified any OFCI equipment for this project.

Construction Phase

1. Construction

- a) Provide, coordinate and supervise all construction work for the project. Verify that materials furnished, and work performed meet all plans, specifications and applicable code and regulatory requirements.
- b) Regulate and control all subcontractors.
- c) Coordinate all subcontractors to ensure that the project schedule is met.
- d) Develop and implement a quality control system for all General Contractor activities.
- e) Coordinate and review for compliance all shop drawings and items submitted by subcontractors prior to submission to the Architect. Establish and maintain on site a complete file of all shop drawings and items submitted.
- f) Coordinate with Construction Supervisor as necessary to provide coordination with trades, job schedules, storage, deliveries, etc. and ensure Owner's project completion dates are on schedule.
- g) Conduct weekly Owner Architect Contractor ("OAC") meetings with the team members, prepare and distribute meeting minutes following each meeting.
- h) KCH standard working hours are Monday through Friday 7:00am through 3:30pm. After-hours and/or weekend work may be required.

2. Accounting and Cost Control Systems

- a) Prepare schedules of estimated values of all work awarded.
- b) Review all progress payments and make recommendations for approval to Construction Supervisor.
- c) Review all changes proposed by Owner and/or the Architect and make recommendations regarding their practicality, cost and impact on the schedule.
- d) Receive and review all change order requests from subcontractors and prepare independent take-offs to evaluate each subcontractor requests.
- e) Construction Supervisor must review and approve each change order in writing.

f) Hawaii law requires all State and County construction projects greater than \$2,000.00 to pay prevailing wages to laborers and mechanics on the project jobsite and file certified payrolls with the contracting agency (KCH). The CONTRACTOR is responsible for complying with all requirements and rules regarding the State of Hawaii Wage Rate Schedule (<http://labor.hawaii.gov/rs/home/wages/72-2/>). Not complying with the prevailing wage requirements will result in KCH immediately shutting down the jobsite until the CONTRACTOR is in full compliance.

g) Weekly certified payroll reports certifying the hourly rate of wage of each worker for both CONTRACTOR and SUB-CONTRACTORS must be submitted to KCH in a timely and consistent manner. Until further notice, submit reports to Yvonne Taylor, Sr. Contracts Manager, ytaylor@hpsc.org.

Post Construction

1. Coordinate the punch list walk through, Prepare punch list(s) and ensure that all items are completed on a timely basis.
2. Assemble all booklets containing all guarantees and warranties, as required, and deliver all such documents to Owner with certificates that they are complete. Provide digital copies of all documents as required.
4. Coordinate and expedite the preparation of subcontractor care and maintenance manuals and deliver all such manuals to Owner with a certificate of completion.
5. Receive and verify all releases of claims required prior to issuance of final certificates of completion and payment to subcontractors.
6. Coordinate the preparation of as-built drawings of the entire project including architectural and engineering drawings and provide to HHSC.

Items listed in above in this section are not all-inclusive and it is expected that the CONTRACTOR know and perform all appropriate activities at the appropriate times during the renovation process.

Any questions or clarifications the CONTRACTOR may have shall be brought to the Construction Supervisor's attention in a timely manner so as to not delay the progress of the project.

*****Additional specifics regarding the Scope of Services may be discussed at the onsite Pre-Bid meeting and documented in writing via Addendum to the RFP. The Pre-Bid meeting is mandatory for all OFFERORS. Only OFFERORS in attendance may submit a proposal.*****

SECTION 3 PROPOSALS

3.0 INTRODUCTION

One of the objectives of the RFP is to make proposal preparation easy and efficient, while giving OFFEROR ample opportunity to highlight their proposal. When an OFFEROR submits a proposal, it shall be considered a complete plan for accomplishing the requirements described in this RFP.

3.1 PROPOSAL PREPARATION

OFFEROR shall prepare a written proposal in accordance with requirements of this Section.

Proposals shall include all data and information requested to qualify proposals for evaluation and consideration for award. Non-compliance may be deemed sufficient cause for disqualification of a proposal. Examples of Non-Compliance are, but not limited to, no-bidding any section of RFP, quoting non-approved alternates or not submitting Sub Contractor information.

The development of overly elaborate proposals and presentation material, not required and/or related to RFP requirements, is HIGHLY DISCOURAGED. Loose bound 3 ring binders or binder clips are preferred. Please let Contracts Manager know if you would like to have your binders returned after the RFP's closing.

3.1.1 MANDATORY PROPOSAL TABS/SECTION DIVIDERS

The following tabs/section dividers must be used in the OFFEROR's proposal:

Mandatory Tabs	
1.	PROPOSAL TRANSMITTAL COVER LETTER
2.	TECHNICAL SECTION
	SUMMARY (3.7.1)
	MANDATORY QUESTIONS (3.7.2)
3.	PRICE
	OFFER SUMMARY w/ OFFER DETAILS (3.8)
	REQUIREMENTS (see section 3.9) (3.9)
4.	REQUIRED DOCUMENTATION/COMPLIANCE DOCUMENTS (3.10)
	W-9
	VENDOR TERMS AND CONDITIONS (if any)
	CONFIDENTIALITY AGREEMENT (Exhibit H)
	GENERAL EXCISE LICENSE (copy)
	GENERAL CONTRACTOR LICENSE (copy)
	LETTER FROM SURETY COMMITTING TO PROVIDE PAYMENT AND PERFORMANCE BOND
5.	PROPOSAL SUBMISSION CHECKLIST (3.11)

Figure 6. Mandatory Proposal Tabs/Section Dividers

Relevant material should be placed in the appropriate tabbed area. Greyed in areas in the Mandatory Proposal Tabs/Section Dividers (Figure 6) indicate category titles and separate sections. Inapplicable material or material placed in the incorrect tabbed area may not be evaluated.

3.2 COSTS FOR PROPOSAL PREPARATION

Any and all costs incurred in the development of proposals, i.e. preparing and submitting, on-site product/service demonstrations, on-site visits, oral presentations, travel and lodging, etc. shall be the sole responsibility of OFFEROR.

3.3 DISQUALIFICATION OF PROPOSALS

HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the Scope of Services. HHSC reserves the right to ask for clarification of any item in the proposal.

An OFFEROR will be disqualified and the proposal automatically rejected for any one or more of the following reasons:

Proof of collusion among OFFERORS, in which case all proposals involved in the collusive action will be rejected.

The OFFEROR'S lack of responsibility and cooperation as shown by past work or services.

The proposal shows any noncompliance with applicable law.

The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

Proof of exclusion from participation in federal health care programs, as defined in the Social Security Act (Section 1128 and 1128A), and other federal laws and regulations relating to health care.

3.4 SUBMISSION OF PROPOSALS

Each OFFEROR may submit only one (1) proposal (response). The Issuing Officer must receive the proposal in electronic format no later than the "Closing Date for Receipt of Proposals", identified in Figure 1. **Proposals received after this time/date may be rejected.** All items submitted must be clearly labeled, marked or titled with the following information at a minimum:

RFP # HHSC 25-0219
Parking Lot Repairs and Repaving
Your_Company_Name

Figure 7. Mandatory Proposal Item Identification

Mail or deliver proposals to the following address:

Yvonne S. Taylor, Sr. Contracts Manager
West Hawaii Region
Hawaii Health Systems Corporation
79-1019 Haukapila Street
Kealahou, HI 96750

Figure 8. Address for Proposal Submittals

Proposals transmitted via email to Yvonne Taylor (see section 1.7 for email address) shall have the following information in the subject line:

RFP # HHSC 25-0219 Parking Lot Repairs and Repaving

If mailing or hand delivering, the outside cover of the package containing the proposal should be marked, as follows:

Figure 9. Mandatory Proposal Package Marking

3.5 PROPOSAL TRANSMITTAL COVER LETTER

OFFEROR is required to submit proposal with a transmittal cover letter. The transmittal cover letter must be on the OFFEROR'S official business letterhead; signed by an individual authorized to legally bind the OFFEROR and minimally include information, as written/requested, on the "sample" letter in APPENDIX A.

3.6 PUBLIC INSPECTION

Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and OFFERORS' proposals shall be open to public inspection after the contract is executed by all parties, subject to the nondisclosure provisions of HRS Chapter 92F.

OFFEROR shall request in writing the nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. The proposals are subject to disclosure rules set forth in Chapter 92F, H.R.S. The OFFEROR bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in Chapter 92F.

All proposals and other material submitted by OFFEROR become the property of HHSC and may be returned only at HHSC's option.

3.7 TECHNICAL SECTION

Any proposal offering a significantly non-compliant Technical Section may be disqualified without further notice.

The Technical Section is comprised of OFFEROR and project details (Exhibit E will be completed by OFFEROR) with the exception of pricing and should include the following categories:

3.7.1 SUMMARY

Clearly, concisely and briefly summarize and highlight the contents of the technical proposal in such a way to provide HHSC with a broad understanding and the unique, most promising aspects of the proposal. Summary should not exceed 1 page in length.

3.7.2 THIS SECTION IS DELETED.

3.7.3 MANDATORY QUESTIONS

See Exhibit E (Mandatory Questions) and insert the questions and answers in this section.

3.7.4 PERSONNEL THIS SECTION IS DELETED.

3.8 PRICE PROPOSAL

Provide price summary and details.

3.8.1 PRICE

Price shall be a fixed fee for all work described in drawing and specification package dated July 2024 and specification manual is undated.

Any State of Hawaii funded projects over \$50,000.00 are required to have contract performance and payment bonds, the costs of which will be included in the final contract amount.

3.9 REQUIREMENTS

- A. **Non Applicable Requirements.** Excluding HHSC General and Special Terms and Conditions, and any objectionable or defective RFP matters, if any proposal requirement, as describe in this Section, is not applicable to the OFFEROR and therefore will/cannot be provided, list what the requirement(s) are and why the requirement(s) are not applicable.
- B. **Non Acceptance of any RFP Requirement.** If any RFP requirement, as described in this RFP, is not acceptable to the OFFEROR, list what the requirement(s) are and why the requirement(s) are not acceptable. Should you have an alternate solution submit it.
- C. **HHSC Furnished Items.** If the OFFEROR's proposal requires any goods, services, equipment, third-party vendor support, or anything of value to be provided by HHSC, these items must be clearly detailed and stated in the OFFEROR's proposal.

HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP.

3.10 REQUIRED DOCUMENTATION/COMPLIANCE DOCUMENTS

In addition to the requirements outlined in this RFP, OFFEROR must submit the following documentation with response:

- A. W9
- B. VENDOR TERMS AND CONDITIONS (IF ANY)
- C. CONFIDENTIALITY AGREEMENT (EXHIBIT H)
- D. GENERAL EXCISE LICENSE (COPY)
- E. GENERAL CONTRACTOR'S LICENSE (COPY)
- F. LETTER FROM SURETY COMMITTING TO PROVIDE PERFORMANCE & PAYMENT BONDS

3.11 PROPOSAL SUBMISSION CHECKLIST

The proposal submission checklist is provided by HHSC and is designed to be used as a tool to ensure that all required documents and information are being submitted with OFFEROR's proposal. HHSC recommends the OFFEROR go through the checklist before submitting the response. The proposal submission checklist is in Appendix B

4.0 INTRODUCTION

The evaluation of proposals shall be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.1 PROPOSAL EVALUATION COMMITTEE

An evaluation committee will be selected from HHSC to perform all evaluation requirements. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for the requirements identified in the RFP. HHSC reserves the right to request information from OFFEROR to clarify the OFFEROR's proposal.

4.2 EVALUATION PHASES

Evaluation phases will be conducted as follows:

Phase	Phase Description
Phase 1	Evaluation of Mandatory Requirements
Phase 2	Technical Section Evaluation
Phase 3	Determination of Short List of Offerors (optional)
Phase 4	Proposal Discussions by Short-List (optional)
Phase 5	Best and Final Offers by Short List (optional)
Phase 6	Recommendation for Contract Award

Figure 10. Proposal Evaluation Phases

4.2.1 PHASE 1 EVALUATION OF MANDATORY REQUIREMENTS

The evaluation of the mandatory requirements, as listed below, shall be based upon a "Pass/ No Pass" basis. The purpose of this phase is to determine whether an OFFEROR's proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation, i.e. responsible in terms of "Does the OFFEROR have the capability to perform fully the Scope of Services requirements"; and, "Were proposal documents received by HHSC and do they contain the required information?" Failure to meet any mandatory requirement will be grounds for deeming the proposal non-responsible, non-responsive or both and disqualification ("No Pass") thereof.

4.2.2 PHASE 2 TECHNICAL SECTION EVALUATION

Evaluation of OFFEROR'S technical section shall be conducted using the technical section categories and the value weight percentages identified in Paragraph 4.3 and the evaluation scoring system identified in Paragraph 4.4.

4.2.3 PHASE 3 DETERMINATION OF SHORT-LISTED OFFERORS (OPTIONAL)

At its discretion, following Phase 1 and 2, HHSC may develop a Short List of OFFERORS based on the evaluation of OFFERORS' Technical section.

4.2.4 PHASE 4 PROPOSAL DISCUSSIONS WITH SHORT-LISTED OFFERORS (OPTIONAL)

The OFFERORS on the Short List of OFFERORS may be asked to conduct discussions with HHSC. OFFEROR's proposal may be accepted without discussions. In the event that HHSC elects to hold discussions, HHSC shall inform Short-Listed OFFERORS of specific discussion topics and issues; and schedule the discussion.

4.2.5 PHASE 5 BEST AND FINAL OFFERS (OPTIONAL)

OFFEROR(s) may be requested to submit a Best and Final offer. Best and Final offers shall be evaluated and scoring of the OFFEROR's proposal adjusted, accordingly. If a Best and Final offer is requested but not submitted, the original submittal shall be accepted as the Best and Final offer.

4.2.6 PHASE 6 RECOMMENDATION FOR CONTRACT AWARD

The Evaluation Committee shall prepare a report summarizing proposal evaluation findings/rankings and provide recommendation for award of contract to the RCEO.

4.3 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES

The following Evaluation Categories and Value Weight Percentages shall be used:

Value Weight Percentages	Points	Evaluation Category
Pass/No Pass	N/A	MANDATORY REQUIREMENTS. Category includes:
		PROPOSAL TRANSMITTAL COVER LETTER
		REQUIRED DOCUMENTATION/COMPLIANCE DOCUMENTS PROVIDED
		REQUIRED QTY OF ORIGINAL AND COPIES
50%	50	TECHNICAL APPROACH. Category includes:
		SUMMARY
		MANDATORY QUESTIONS
40%	40	PRICE. Category includes:
		SUMMARY AND DETAILS
10%	10	COMPLIANCE WITH REQUIREMENTS. Category includes:
		NON APPLICABLE PROPOSAL REQUIREMENT
		NON ACCEPTANCE OF ANY RFP REQUIREMENT
		HHSC FURNISHED ITEMS
		PROPOSAL WAS COMPLETED IN ACCORDANCE WITH RFP REQUIREMENTS

Figure 11. Evaluation Categories and Value Weight Percentages

4.4 EVALUATION SCORING SYSTEM

The maximum number of points available for scoring is one hundred (100) per evaluator. The proposal receiving the highest cumulative number of points is considered statistically the best proposal to HHSC; and will be recommended for award of contract, unless otherwise determined and justified by the evaluation committee.

Each Evaluation Committee Member shall review OFFEROR proposals that pass Phase 1 Evaluation of Mandatory Requirements. The Evaluation Committee Members shall determine the score for each Evaluation Category for each OFFEROR in accordance with Figure 11. The OFFEROR'S total score will be the sum of all scores by all evaluators.

SECTION 5 AWARD OF CONTRACT

5.0 AWARD OF CONTRACT

Award of contract shall be made to the most responsible and responsive OFFEROR whose proposal is determined by the Evaluation Committee to provide the best value to HHSC, considering all evaluation reviews and results.

5.1 CONTRACT AWARD NOTIFICATION

The notice of award, if any, resulting from this solicitation shall be posted on the Kona Community Hospital website: <http://www.kch.hhsc.org/Procurement/>. This will serve as the official notification to all OFFERORS. In addition, the Issuing Officer will inform the successful OFFEROR of contract award selection by an official “notice of award” letter.

At its discretion and as a courtesy to the OFFEROR the Issuing Officer may issue a “Notice of Posting of Award” to the unsuccessful OFFERORS. However a delay in issuing the notice or the inadvertent omission of such courtesy notice will not extend the grievance filing time.

5.2 CONTRACT AWARD DEBRIEFING

If requested by unsuccessful OFFEROR, HHSC shall provide a contract award debriefing. The purpose of a debriefing is to inform the non-selected OFFEROR of the basis for the source selection decision and contract award. A written request to the Issuing Officer for a debriefing shall be made within five (5) working days after receipt of non-award letter from HHSC and/or posting of the award of the contract.

5.2.1 CONTRACT DOCUMENT

The contract will be awarded by executing an “Agreement for Goods or Services Based Upon Competitive Sealed Proposals” (hereinafter “CONTRACT”) by HHSC and the successful OFFEROR (hereinafter “CONTRACTOR”). This document will serve as the official, legal contractual instrument between both parties. This document will incorporate (by attachments or reference) the RFP, with any and all addendums; DAGS 1999 INTERIM GENERAL CONDITIONS and SPECIAL CONDITIONS; and the CONTRACTOR’s accepted proposal, with any and all addendums, changes, negotiated agreements, all of which becomes part and whole of the CONTRACT.

A “sample” CONTRACT is located as Appendix C. **DO NOT complete or execute the “sample” CONTRACT.**

5.2.2 GENERAL EXCISE/USE TAX

Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii CONTRACTOR are advised that the gross receipts derived from this solicitation are subject to the general excise tax imposed by Chapter 237, HRS, and where applicable to tangible property imported into the State of Hawaii for resale, subject to the use tax imposed by Chapter 28, HRS.

Pursuant to Section 237-9, HRS, the CONTRACTOR is required to obtain and/or possess a valid General Excise Tax License from the Hawaii State Department of Taxation (DOTAX) prior to executing a contractual agreement with a State Agency (Reference the GENERAL CONDITIONS - NON-PHYSICIAN HEALTHCARE SERVICES, APPENDIX D).

The General Excise Tax License shall be obtained from the DOTAX offices in the State of Hawaii or the DOTAX Web Site and by mail or FAX.

5.3 CONTRACT EXECUTION

Upon receipt of the CONTRACT document, the CONTRACTOR shall have five (5) business days to execute and return the CONTRACT to the Issuing Officer. A copy of the fully executed CONTRACT will be provided the CONTRACTOR within five (5) business days of CONTRACT execution.

Award of CONTRACT may be withdrawn if the CONTRACTOR is unable to meet CONTRACT execution requirements.

5.4 CONTRACT COMMENCEMENT DATE

No work is to be undertaken by the CONTRACTOR prior to the commencement date specified in the **Fully Executed** Contract. HHSC is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to the official, notice to proceed "Commencement" date stated in the **Fully Executed** Contract.

APPENDIX A

SAMPLE PROPOSAL TRANSMITTAL COVER LETTER

Dear Yvonne Taylor:

(Name of Business) proposes to provide any and all goods and services as set forth in the "Request for Proposals for Competitive Sealed Proposals" to provide "**Kona Community Hospital – Parking Lot Repairs and Repaving, RFP # HHSC 25-0219**, for which fees/costs have been set. The fees/costs offered herein shall apply for (Please insert applicable period of time).

It is understood and agreed that (Name of Business) have read HHSC's Scope of Services described in the RFP and that this proposal is made in accordance with the provisions of such Scope of Services. By signing this proposal, (Name of Business) guarantees and certifies that all items included in this proposal meet or exceed any and all such Scope of Services.

(Name of Business) agrees, if awarded the contract, to provide the goods and services set forth in the RFP; and comply with all terms and conditions indicated in the RFP; and at the fees/costs set forth in this proposal. The following individual(s) may be contacted regarding this proposal:

Other information:

Business Phone #:		Federal Tax ID #:	
Facsimile #:		Hawaii GET Lic. ID #:	
E-mail address:			

(Name of Business) is a: Sole Proprietor Partnership Corporation Joint Venture

Other (Specify) _____

State of Incorporation is: (Specify) _____

The exact legal name of the business under which the contract, if awarded, shall be executed is (must match W9):

(Authorized Bidder's Signature, Printed Name/Title)

APPENDIX B

PROPOSAL SUBMISSION CHECKLIST

***IF SPECIFIC ITEM(S) IS NOT APPLICABLE, MARK WITH "N/A"---DO NOT LEAVE BLANK.**

Please
Check Off

**OFFEROR
Submitted**

HHSC Use

Proposal Items

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Proposal Received "On-Time" |
| <input type="checkbox"/> | <input type="checkbox"/> | One (1) Original & Three (3) Copies of Proposals or one (1) E-mail |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposal Transmittal Cover Letter: |
| <input type="checkbox"/> | <input type="checkbox"/> | i. Official Business Letterhead |
| <input type="checkbox"/> | <input type="checkbox"/> | ii. Authorized Signature |
| <input type="checkbox"/> | <input type="checkbox"/> | iii. Required Information |
| | | Technical Proposal |
| <input type="checkbox"/> | <input type="checkbox"/> | i. Summary |
| <input type="checkbox"/> | <input type="checkbox"/> | ii. Mandatory Questions |
| | | Price |
| <input type="checkbox"/> | <input type="checkbox"/> | i. Bid Proposal Form |
| <input type="checkbox"/> | <input type="checkbox"/> | ii. Non Applicable Proposal Requirement(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | iii. Non Acceptance of any RFP Requirement(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | iv. HHSC Furnished Items |
| | | Required Documentation/Compliance Documents |
| <input type="checkbox"/> | <input type="checkbox"/> | i. W-9 |
| <input type="checkbox"/> | <input type="checkbox"/> | ii. Vendor's terms and conditions (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | iii. Confidentiality Agreement General Contractor's License (copy) |
| <input type="checkbox"/> | <input type="checkbox"/> | iv. General Excise License (copy) |
| <input type="checkbox"/> | <input type="checkbox"/> | v. General Contractor License (copy) |
| <input type="checkbox"/> | <input type="checkbox"/> | vi. Surety Company's letter of commitment |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposal Submission Checklist |

APPENDIX C

****SAMPLE ONLY****

**HAWAII HEALTH SYSTEMS CORPORATION
AGREEMENT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS**

AGREEMENT #: SAMPLE

THIS AGREEMENT, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of **xxx**, between **Kona Community Hospital**, a division of **Hawaii Health Systems Corporation** (hereinafter "HHSC"), by its Regional Chief Executive Officer, (hereinafter "CEO"), whose address is 79-1019 Haukapila Street, Kealahou, HI 96750, and [**CONTRACTOR NAME**] (hereinafter "CONTRACTOR"), a **sole proprietor**, under the laws of the State of **Hawaii**, whose business address is [**CONTRACTOR ADDRESS**] and FEIN No [**CONTRACTOR FEIN**].

RECITALS

- A.** The HHSC is in need of the goods or services, or both, described in this Agreement and its attachments.
- B.** The HHSC has issued a request for competitive proposals, and has received and reviewed proposals submitted in response to the request.
- C.** The CONTRACTOR has been identified as the responsible and responsive OFFEROR whose proposal is the most advantageous for the HHSC, taking into consideration price and the evaluation factors set forth in the request.

D. The HHSC desires to retain and engage the CONTRACTOR to provide the goods or services, or both, as the case may be, and the CONTRACTOR is agreeable to providing said goods or services, or both.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the HHSC and the CONTRACTOR agree as follows:

1. **SCOPE OF SERVICES.** The CONTRACTOR shall, in a proper and satisfactory manner as determined by the HHSC, provide all the goods set forth in **Attachment 1 Scope of Services.**

2. **TIME OF PERFORMANCE.** The performance required of the CONTRACTOR under this Agreement shall be executed in accordance with the time period set forth in the **Attachment 2 Time of Performance**, which is made a part of this Agreement.

3. **COMPENSATION.** The CONTRACTOR shall be compensated for services performed under this Agreement pursuant to the provisions as set forth in **Attachment 3 Compensation**, which is hereby made a part of this Agreement..

4. **BONDS.** The CONTRACTOR (is) or (is not) required to provide a performance bond.

5. **STANDARDS OF CONDUCT DECLARATION.** The Standards of Conduct Declaration of the CONTRACTOR is attached and is made a part of this Agreement.

6. **OTHER TERMS AND CONDITIONS.** The General Conditions and any Special Conditions are attached hereto and made a part of this Agreement (or, Any Special Conditions are attached hereto and made a part of this Agreement). In the event of a conflict between the General Conditions and the Special Conditions, the Special

Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) Agreement, including all attachments and addenda; (2) Request, including all attachments and addenda; and (3) Proposal.

7. **LIQUIDATED DAMAGES.** Liquidated damages are applicable. See attachment

8. **TECHNICAL REPRESENTATIVE.** The Technical Representative shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing performance; and, approving completed work/services with verification of same on invoices. The Technical Representative also serves as the point of contact for the CONTRACTOR for “Technical” matters (non-contractual) from award to contract completion. The Technical Representative is:

Robert Hollandsworth, Construction Supervisor
Kona Community Hospital
79-1019 Haukapila Street
Kealahou, HI 96750
Telephone 808-322-4555 Email: rhollandsworth@hhsc.org

9. **NOTICES.** Any written notice required to be given by any party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the CEO shall be sent to: **Kona Community Hospital, 79-1019 Haukapila Street, Kealahou, HI 96750.** Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time or actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the HHSC in writing of any change of address.



IN VIEW OF THE ABOVE, the parties execute this Agreement by their signatures,

on the dates below, to be effective as of the date first above written.

HHSC

SIGNATURE: _____

PRINTED NAME: _____

TITLE: Regional CEO, West Hawaii Region

DATE: _____

CONTRACTOR * [CONTRACTOR NAME]

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State or HHSC, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of [**CONTRACTOR NAME**], CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR IS or IS NOT a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a State or HHSC employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the State or HHSC within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or HHSC employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or HHSC employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the State or HHSC if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the State or HHSC.

CONTRACTOR

SIGNATURE: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT 1

PROJECT PARAMETERS and SCOPE OF SERVICES

Final Scope of Services will be included in the contract.

SAMPLE

TIME OF PERFORMANCE

1. The CONTRACTOR shall provide the services required under this Agreement for a period from **XX** to and including **XX**, unless sooner terminated or extended as provided.

-OPTIONAL-

2. **OPTION TO EXTEND:** The TIME OF PERFORMANCE of this Agreement may be extended for XX () additional XX () month intervals, subject to mutual written agreement between HHSC and the CONTRACTOR, prior to the end of the current contract period. A Supplemental Agreement will be executed by the CONTRACTOR and HHSC to exercise extensions.

SAMPLE

COMPENSATION AND PAYMENT SCHEDULE

In full consideration for the services to be performed by the CONTRACTOR under this Agreement, the HHSC agrees, subject to appropriation and allotments, to pay to the CONTRACTOR a total sum of money not to exceed **XXX AND NO/100 DOLLARS (\$XXX.00)** including all applicable taxes and expenses incurred, and in accordance with the following:

- A. Total Contract Award.** This Total Sum shall include any and all taxes, shipping and handling and other miscellaneous costs to complete the work required in the Scope of Services.
- B. Invoicing Schedule.** Contractor shall invoice Hospital monthly in accordance with the following:
1. This is a Fixed Price Agreement.
 2. Schedule of Values
 3. The contractor is paid monthly thirty days after receipt of invoice and in accordance with the then current schedule of values.

SAMPLE

4. Travel costs are not allowable.
5. If the not-to-exceed value is insufficient to complete all phases of the Project, Hospital may, at their sole discretion, issue a supplement agreement or a separate agreement in accordance with their procurement policies for the remainder of the work or complete the work with Hospital personnel.
6. HHSC will work with the CONTRACTOR to determine a reasonable construction schedule and completion date.

C. Payment Guidelines

7. Company shall provide W-9 and Certificate of Insurance upon Contract Award.
- 8. The Contract Number (XX-XXXX) and Payment Milestone Number must appear on every Invoice.**
9. The "Invoice To" must be "Kona Community Hospital".
10. The "Remit To" name on your invoice must match your company name as you are registered with the State of Hawaii and the name stated in Contract.
11. If the "Remit To" address on the invoice is different from the address stated on the face of the Contract, we must state the "Remit To" address in Contract.
12. Invoice shall be transmitted (electronically is preferred) to:

Robert Hollandsworth
Kona Community Hospital
79-1019 Haukapila Street
Kealahou, HI 96750
Telephone 808-322-4555
Email: rhollandsworth@hhsc.org

****** If your invoice does not contain your contract number, it may be rejected and payment delayed. ******

APPENDIX D

1999 DAGS INTERIM GENERAL CONDITIONS

(WILL BE ATTACHED TO AGREEMENT)

See following pages.

SPECIAL CONDITIONS

1. The State of Hawaii INTERIM GENERAL CONDITIONS, dated August 1999, and SPECIAL PROVISIONS accompanying these specifications shall be read by the Contractor as they form a part of the Agreement to be entered into between the Contractor and the HHSC. The Interim General Conditions are not physically included in these specifications, but are included by reference. Copies of the INTERIM GENERAL CONDITIONS may be obtained from the Division of Public works, Department of Accounting and General Services, State of Hawaii at the following website:
http://www.hawaii.gov/pwd/gen_cond_constr.
2. The General Conditions are hereby amended as follows:
 - a. The following terms specified in Section 1 are hereby defined:
 - i) Bidder shall have the same definition as Contractor.
 - ii) Comptroller shall be the Chief Financial Officer at Kona Hospital or his authorized representative.
 - iii) Department shall be HHSC or its designee.
 - iv) Engineer shall be the person so designated by Kona Hospital
 - v) State shall be HHSC or its designee.
 - b. Section 1.20 and 1.25 replace "State of Hawaii" with "State".
 - c. The last two sentences of the third paragraph of Section 2.1.1.2, in the Interim General Conditions is deleted and is replaced with the following:

" If the notice is faxed, the time of receipt by the CEO's fax machine shall be official. The submittal of intention to bid via fax is acceptable only to this office."
 - d. Section 2.1.2.1: second sentence is hereby deleted in its entirety.
 - e. The addresses specified in Section 2.6.1 of the Interim General Conditions shall be changed to Kona Community Hospital, 79-1019 Haukapila St, Kealahou, HI 96750
 - f. Sections 2.10 through 2.11 are hereby deleted in their entirety.
 - g. Paragraph 3.8.1 of the Interim General Conditions is amended to read as follows:

“The contract shall be signed and forwarded to Hawaii Health System Corporation, by the successful bidder all within three (3) days of receipt of the contract. The performance and payment bonds shall be received by Hawaii Health Systems Corporation within ten (10) calendar days after the bidders is awarded the contract. No proposal or contract shall be considered binding

upon the State until the contract has been fully and properly executed by all parties thereto.”

- h. In paragraph 3.9.2 of the Interim General Conditions, “ten (10) calendar days after such award or within such further time as the Comptroller may allow” shall be replaced with, “the time allowed in the previous section.”
- i. Section 4.1: the words “accepted bid” is deleted from the first sentence.
- j. Section 4.9.3: the words “submission of bids” is replaced with the words “execution of this contract”.
- k. Section 5.5: the last sentence is hereby deleted in its entirety and replaced with the following:

“In the event of conflict among the Contract Documents, the order of precedence is listed in paragraph 5 of this contract and is further detailed in the following subparagraphs:”
- l. Sections 5.5.1 and 5.5.2 are hereby deleted in their entirety.
- m. Section 5.8.1: “twenty-four (24)” is hereby changed to “three (3)”.
- n. Section 5.11 is hereby deleted in its entirety.
- o. Section 5.12.4 is hereby deleted in its entirety.
- p. Section 7.3.7.4, subparagraphs a and b: Replace “If the project falls within the State University System, The University of Hawaii” with “HHSC”.
- q. Section 7.4.1 is hereby deleted in its entirety and replaced with the following:

“The Contractor shall prepare, process, obtain, and pay for all permits necessary for the proper execution of the work.”
- r. Section 7.7.2 is amended to read as follows: “The wage rate schedule is attached to this contract.”
- s. Sections 7.14.2, 7.19.2, and 7.19.4: delete “Departments and Agencies and their” and insert “directors” between “officers” and “representatives”.
- t. Section 7.14.4 is hereby added and reads as follows:

“Contractor warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. HHSC reserves the right to verify that

the above warranty is true and to immediately cancel this Agreement in the event it is violated.”

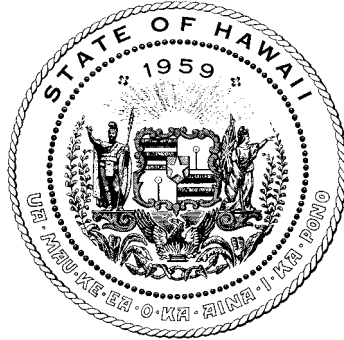
- u. Section 7.15 delete “and its Departments and Agencies”.
 - v. Section 7.21.8.6 — Delete the word “bad” before the words “weather day conditions.”
 - w. Section 7.35.1: the last word “earlier” is changed to “later”.
3. CORPORATE COMPLIANCE PROGRAM. A description of the Corporate Compliance Program of HHSC is posted on the HHSC Internet (www.hhsc.org). The CONTRACTOR, by signing this contract, acknowledges that it has read said description, and that the CONTRACTOR knows of the fact and substance of the Corporate Compliance Program, which governs operations at all facilities of the HHSC. The CONTRACTOR understands and agrees that employees, agents, and contractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents, and contractors who provide any services at any financial, business office, personnel, coding, medical records information systems and clinical services at any of the HHSC facilities to participate in the orientation and training programs.
4. CONFIDENTIAL INFORMATION. It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, contracts, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral resources for existing or future services, products, operations, management, business, pricing, financial status, valuations, business plans, goals, strategies, objectives and agreements of HHSC and any of its facilities, affiliates or subsidiaries, and all patient information, in any form, whether written, verbal, or electronic, are confidential (“Confidential Information”); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.
5. CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS. CONTRACTOR warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. HHSC reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.
6. CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT. In addition to the requirements for final payment as specified in Section 8.8 of the General Conditions, the CONTRACTOR must submit an original CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT. A copy of the form is attached.

7. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS.
CONTRACTORS are hereby notified of the applicability of Section 11-205.5, 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. For more information, please consult with the Campaign Spending Commission, or visit its website, www.hawaii.gov/campaign.

INTERIM

**GENERAL
CONDITIONS**

1999 EDITION



PUBLIC WORKS DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

INTERIM GENERAL CONDITIONS

1999 EDITION

FOR CONSTRUCTION

**State of Hawaii
Department of Accounting and General Services
Public Works Division**

PREFACE

The State of Hawaii Procurement Code forms the basis for portions of this Interim General Conditions. The Hawaii Administration Rules Procurement Code is not physically included in this Interim General Conditions, but shall govern if any provisions used in this Interim General Conditions are not consistent with the Hawaii Administration Rules Procurement Code.

Copies of the Hawaii Administration Rules Procurement Code may be obtained from the State Procurement Office, Department of Accounting and General Services, State of Hawaii, fourth floor Kalanimoku Building Room 416, 1153 Punchbowl Street, Honolulu Hawaii.

Approved for Publication

Comptroller, State of Hawaii
Department of Accounting and General Services

Approved as to Form

Deputy Attorney General, State of Hawaii

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ARTICLE 1 - Definitions

Whenever the following terms or pronouns are used in these Bidding and Execution of Contract Requirements, and General Conditions, or in any contract documents or instruments where these Bidding and Execution of Contract Requirements, and General Conditions govern, the intent and meaning shall be interpreted as follows

- 1.1 ADDENDUM (plural - Addenda)** A written or graphic document, including Drawings and Specifications, issued by the Comptroller during the bidding period which modify or interpret the bidding documents, by additions, deletions, clarifications or corrections which shall be considered and made a part of the bid proposal and the contract when executed.
- 1.2 ADDITION (to the contract sum)** Amount added to the contract Sum by Change Order.
- 1.3 ADMINISTRATIVE RULES** Hawaii Administrative Rules for Chapter 103-D of the Hawaii Revised Statutes.
- 1.4 ADMINISTRATOR** The Public Works Administrator, Department of Accounting and General Services
- 1.5 ADVERTISEMENT** A public announcement inviting bids for work to be performed or materials to be furnished.
- 1.6 AMENDMENT** A written document properly executed by the Contractor and Comptroller issued to amend the existing contract between the State and the Contractor.
- 1.7 BAD WEATHER DAY** When weather or other conditions prevent a minimum of four hours of work with the Contractor's normal work force on controlling items of work at the site.
- 1.8 BENEFICIAL OCCUPANCY** The point of project completion when the State can use the constructed facility in whole or in part for its intended purpose even though substantial completion may not be achieved.
- 1.9 BID** See PROPOSAL
- 1.10 BID SECURITY** The security furnished by the bidder from which the State may recover its damages in the event the bidder breaches its promise to enter into a contract with the State and fails to execute the required bonds covering the work contemplated, if its proposal is accepted.
- 1.11 BIDDER** Any individual, partnership, firm, corporation, joint venture, or other legal entity submitting, directly or through a duly authorized representative or agent, a proposal for the work contemplated.
- 1.12 BIDDING DOCUMENTS** The advertisement "Notice to Contractors", or invitation to bid, instructions to bidders, proposal requirements, the bid form and the proposed Contract Documents including all addenda issued prior to receipt of Bids.
- 1.13 BULLETIN** A written notice to the Contractor requesting a price and / or time proposal for contemplated changes preparatory to the issuance of a field order or change order.
- 1.14 BY OR TO THE ENGINEER** To avoid cumbersome and confusing repetition of expressions in these General Conditions, it is provided that whenever the following words or words of like import are used, they shall be understood as if they were followed by the words "by the Engineer" or "to the Engineer", unless the context clearly indicates another meaning: contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected or condemned.
- 1.15 CALENDAR DAY** Any day shown on the calendar beginning at midnight and ending at midnight the following day. If no designation of calendar or working day is made, "day" shall mean calendar day.
- 1.16 CHANGE ORDER** A written order signed by the Engineer that establishes the full payment and final settlement of all claims for direct, indirect and consequential costs, including costs of delays, and establishes any adjustments to contract time related to the work covered and affected by one or more field orders, or for change work done or agreed to be done without issuance of a separate field order. A change order signed by all the parties to the contract constitutes a supplemental agreement.
- 1.17 COMPLETION** See SUBSTANTIAL COMPLETION and FINAL COMPLETION.
- 1.18 COMPTROLLER** The Comptroller of the State of Hawaii, Department of Accounting and General Services.
- 1.19 CONSULTANT** A person, firm or corporation having a contract with the State to furnish services with respect to the project
- 1.20 CONTRACT** The written agreement between the Contractor and the State of Hawaii by its Comptroller, by which the Contractor is bound to furnish all labor, equipment, and materials and to perform the specified work within the contract time stipulated, and by which the State of Hawaii is obligated to compensate the Contractor therefor at the prices set forth therein. The contract shall include the Contract Documents and also any and all amendments and change orders which are required to complete the construction in an acceptable manner.

- 1.21 CONTRACT COMPLETION DATE** The calendar day on which all work on the project, required by the contract, must be completed. See CONTRACT TIME and FINAL COMPLETION.
- 1.22 CONTRACT DOCUMENTS** The Contract, Addenda (which pertain to the Contract Documents, Contractor's Proposal (including Wage Schedule, List of Subcontractors and other documentation accompanying the Bid and any post bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Notice to Proceed, the Bonds, these GENERAL CONDITIONS, the SPECIAL CONDITIONS, the Specifications and the Drawings as the same are more specifically identified in the Contract together with all written Amendments, Change Orders, Field Orders, a written order for minor changes in the work and Engineer's written interpretations and clarifications issued on or after the effective date of the Contract.
- 1.23 CONTRACT PRICE** The amount designated on the face of the contract for the performance of work including allowances for extra if any.
- 1.24 CONTRACT TIME** The number of working or calendar days provided in the contract for completion of the contract, exclusive 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 working or calendar days, the contract requires completion by a certain date, the work shall be completed by that date.
- 1.25 CONTRACTOR** Any individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of the work under the terms of the contract with the State of Hawaii, and acting directly or through its agents, or employees.
- 1.26 DEPARTMENT** The Department of Accounting and General Services, State of Hawaii (abbreviated DAGS).
- 1.27 DRAWINGS (or Plans)** The contract drawings in graphic or pictorial form, which show the design, location, character, dimensions and details of the Work to be done and which shall be a part of the Contract Documents.
- 1.28 ENGINEER** The Public Works Administrator, or the authorized person to act in the Administrator's behalf.
- 1.29 EQUAL OR APPROVED EQUAL** Whenever this term is used in the drawings or specifications, it shall be interpreted to mean a brand or article, prequalified in accordance with Section 6.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT, that may be used in place of the one specified.
- 1.30 FIELD ORDER** A written order issued by the Engineer or the Engineer's authorized representative to the Contractor requiring the contract work to be performed in accordance with a change or changes in the work. A field order may (1) establish a price adjustment and/or time adjustment in an amount the Engineer believes is reasonable for the change; or (2) may declare that the Engineer does not intend to adjust contract time or price for the work; or (3) may request the Contractor to submit a proposal for an adjustment to the contract time and/or price by a certain date.
- 1.31 FINAL COMPLETION** The date set by the Comptroller that all work required by the contract and any amendments or changes thereto is in full compliance with the contract.
- 1.32 FORCE ACCOUNT** Term used when Work is ordered to be done without prior agreements as to lump sum or unit price cost thereof and is to be billed for at cost of labor, materials and equipment, insurances, taxes, etc., plus an agreed percentage for overhead and profit.
- 1.33 GUARANTEE** Legally enforceable assurance of the duration of satisfactory performance of quality of a product or Work
- 1.34 GOODS** Materials. §103D-104
- 1.35 HAZARDOUS MATERIALS** Any and all radioactive materials, asbestos, polychlorinated biphenyls, petroleum, crude oil, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, toxic substances or materials cited in Hazardous Material Laws. Abandoned motor vehicles or parts thereof are not hazardous material.
- 1.36 HOLIDAYS** The days of each year which are set apart and established as State holidays pursuant to Chapter 8, Hawaii Revised Statutes.
- 1.37 INSPECTOR** The person assigned by the Engineer to make detailed inspections of contract performance and materials supplied for the work.
- 1.38 LAWS** All Federal, State, City and County Laws, ordinances, rules and regulations, and standard specifications, including any amendments thereto effective as of the date of the call for sealed bids.
- 1.39 LIQUIDATED DAMAGES** The amount prescribed in the General Conditions, Section 7.26 FAILURE TO COMPLETE THE WORK ON TIME to be paid to the State or to be deducted from any payments due or to become due the Contractor for each working day or calendar day (as applicable) delay in completing the whole or any specified portion of the work beyond the Contract Time.
- 1.40 LETTER OF AWARD** A written notice from the Comptroller to the successful bidder(s) stating that its proposal has been accepted by the State.
- 1.41 MAJOR UNIT PRICE ITEM** A unit price item which, when extended on its estimated quantities in the proposal form, exceeds five percent (5%) of the

- total base bid proposal less any allowance and contingent items included in the proposal.
- 1.42 NON-CONFORMING WORK** Work that does not fulfill the requirements of the Contract Documents.
- 1.43 NOTICE TO CONTRACTOR** The advertisement for proposals for all work or materials on which bids are required. Such advertisement will indicate the location of the work to be done or the character of the material to be furnished and the time and place of the opening of proposals.
- 1.44 NOTICE TO PROCEED** A written notice from the Engineer to the Contractor advising it of the date on which it is to begin the prosecution of the Work, which date shall also be the beginning of Contract Time.
- 1.45 POST CONTRACT DRAWINGS** Drawings issued after the award of the contract for the purpose of clarification and / or changes to the work indicated in the original drawings and which may be made a part of the contract.
- 1.46 PROJECT ACCEPTANCE DATE** The calendar day on which the Engineer accepts the project as sufficiently completed in compliance with the contract so that the State can occupy or utilize the Work for its intended use. See SUBSTANTIAL COMPLETION.
- 1.47 PROJECT CONTRACT LIMITS** (or Contract Zone) The portion of the site as delineated on the drawings which define the Contractor's primary area of operation for the prosecution of the work. It does not define the exact limits of all construction that may be required under the contract.
- 1.48 PROJECT GUARANTEE** A guarantee issued by the Contractor to the State. See GUARANTEE.
- 1.49 PROPOSAL** (Bid) The executed document submitted by a Bidder in the prescribed manner, in response to a request for proposals or invitation to Bid, to perform at the prices quoted, for the work specified under the contract, within the time prescribed for performance.
- 1.50 PROPOSAL FORM** The form prepared by the State on which the written offer or formal bid for the work to be done is submitted by the Bidder. By submitting a bid on the proposal form, a Bidder adopts the language therein as its own.
- 1.51 PUNCHLIST** A list compiled by the Engineer (or Contractor) stating work yet to be completed or corrected by the Contractor in order to substantially complete or finally complete the contract requirements.
- 1.52 QUESTIONNAIRE** The specified forms on which the bidder shall furnish required information as to its ability to perform and finance the work.
- 1.53 SHOP DRAWINGS** All drawings, diagrams illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 1.54 SPECIAL CONDITIONS** Supplements or modifies the standard clauses of the GENERAL CONDITIONS setting forth conditions or requirements peculiar to the individual project under consideration, which are not thoroughly or satisfactorily covered, described or explained in these GENERAL CONDITIONS.
- 1.55 SPECIFICATIONS** That portion of the Contract Documents consisting of written descriptions for materials, equipment, construction systems, standards, workmanship, directions, provisions and requirements that pertain to the method and manner of performing the work and certain administrative requirements applicable thereto.
- 1.56 STATE** The State of Hawaii acting through its authorized representative.
- 1.57 SUBCONTRACT** Any written agreement between the Contractor and its subcontractors which contains the conditions under which the subcontractor is to perform a portion of the work for the Contractor.
- 1.58 SUBCONTRACTOR** An individual, partnership, firm, corporation, joint venture or other legal entity, as covered in Chapter 444, Hawaii Revised Statutes, which enters into an agreement with the Contractor to perform a portion of the work for the Contractor.
- 1.59 SUBSTANTIAL COMPLETION** The status of the project when the Contractor has completed all the work and 1) all utilities and services are connected and working, 2) all equipment is in acceptable working condition, 3) additional activity by the Contractor to correct punchlist items as described herein will not prevent or disrupt use of the work or the facility in which the work is located, and 4) the building, structure, improvement or facility can be used for its intended purpose.
- 1.60 SUPERINTENDENT** The employee of the Contractor who is charged with the responsibility of all the Work.
- 1.61 SURETY** The qualified individual, firm or corporation other than the Contractor, which executes a bond with and for the Contractor to insure its acceptable performance of the contract.
- 1.62 UNUSUALLY SEVERE WEATHER** Uncommonly harsh weather including but not limited to hurricanes, tornados, tropical storms and tropical depressions, or as otherwise defined in the SPECIAL CONDITIONS.
- 1.63 WORK** The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient for the successful completion of the

project and the execution of all the duties and obligations imposed by the contract.

1.64 WORKING DAY A calendar day, exclusive of Saturdays, Sundays and State-recognized legal holidays for the month in question.

ABBREVIATIONS

HAR Hawaii Administrative Rules

HRS Hawaii Revised Statutes

VECP Value Engineering cost Proposal

DOTAX State Department of Taxation

IRS Internal Revenue Service

BIDDING AND EXECUTION OF CONTRACT REQUIREMENTS

ARTICLE 2 - Proposal Requirements and Conditions

2.1 QUALIFICATION OF BIDDERS Prospective bidders must be capable of performing the work for which bids are invited, and must be capable of entering into a public contract of \$25,000 or more.

2.1.1 Notice of Intention to Bid

2.1.1.1 In accordance with Section 103D-310, Hawaii Revised Statutes, and Section 3-122-108, Hawaii Administrative Rules, a written notice of intention to bid must be filed for the construction of any public building or public work when the bid is \$25,000 or more. A written notice of intention to bid need not be filed for the 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 The written notice must be addressed to the Comptroller, State of Hawaii, who is the officer charged with letting the contract. The words, "**INTENTION TO BID**" must be clearly written or typed on the face of the envelope containing the written notice of intention to bid. The notice may be faxed, hand carried or mailed to the office indicated in the Notice to Contractors. Submitting the intention to bid via fax is acceptable only to the Oahu office.

2.1.1.3 The written notice must be received by the office(s) indicated in the Notice to Contractors no later than 2:00 p.m. on the 10th calendar day prior to the day designated for opening bids. If the 10th calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the written notice must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The written notice will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the written notice is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. If the notice is faxed, the time of receipt by the Department fax machine shall be official.

2.1.1.4 It is the responsibility of the prospective bidder to ensure that the written notice of intention to bid is received in time and the Department assumes no responsibility for failure of timely delivery caused by the prospective bidder or by any method of conveyance chosen by the prospective bidder.

2.1.1.5 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 with their notice of intention to bid. 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 with Chapter 425 of the Hawaii Revised Statutes, as amended.

2.1.1.6 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.

2.1.1.7 The Comptroller may, in accordance with Section 103D-310 Hawaii Revised Statutes, require the prospective Bidder to submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR PROSPECTIVE BIDDERS ON PUBLIC WORKS CONTRACTS, on the form provided by the Department, properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment, at least two (2) working days prior to the time advertised for the opening of bids. If the information in the questionnaire proves satisfactory, the Bidder's proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the Bidder after it has served its purpose.

2.1.1.8 If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the Comptroller shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective Bidder.

2.1.1.9 Failure to complete and submit the prequalification questionnaire by the designated deadline will be sufficient cause for the Department to disqualify a prospective Bidder.

2.1.2 Tax Clearance § 103D -328 HRS)

2.1.2.1 Contractors are required to provide both state and federal tax clearances as a prerequisite to entering into a public contract of \$25,000 or more. To meet this requirement, all Bidders shall submit valid tax clearances with their bid proposals when the bid is \$25,000 or more. An additional tax clearance will be required before final payment can be made.

2.1.2.2 Tax clearances may be obtained by completing the Tax Clearance Application (Form A-6) and submitting it to the Hawaii State Department of Taxation (DOTAX) or the

Internal Revenue Service (IRS). The application may be obtained from the DOTAX, the IRS, or the Public Works Division, Kalanimoku Building, Room 422, 1151 Punchbowl Street, Honolulu, Hawaii. The application may be mailed in or walked in to either the DOTAX or the IRS. Both tax agencies encourage the use of their mail-in process, which should be completed within twenty-one (21) calendar days. Tax clearance certificates will be issued to the applicant upon determination that the applicant has filed all tax returns due, and has paid all amounts owing on such returns, including penalty and interest.

2.1.2.3 Only original tax clearance certificates or certified copies will be accepted for this purpose. Failure to submit the required tax clearance certificates may be sufficient grounds for the Department to refuse to receive or consider the prospective bidder's proposal.

2.1.2.4 Tax clearance certificates are valid for six (6) months. The six-month period will begin with the later approval date stamped on the tax clearance. An original copy of a tax clearance that bears an original green certified copy stamp will be accepted by the Department for final payment. The period of validity is two months.

2.1.2.5 The tax clearances submitted with the bid proposals must be valid on the solicitation's first legal advertisement date or any date thereafter up to the bid opening date. Valid tax clearances submitted with the proposal will remain valid for the contract award and encumbrance.

2.1.2.6 Any person, firm or corporation that is not presently doing business in the State of Hawaii and submits a Notice of Intention to Bid must submit along with said Notice of Intention to Bid a certified letter stating that said person, firm or corporation is not doing business in the State of Hawaii and is not in default of any obligations due to the State or any of its political subdivisions.

2.1.2.7 If a business cannot obtain a tax clearance certificate because of tax delinquencies, it may submit a "special letter" from DOTAX and/or the IRS. The "special letter" may only be obtained if (1) the business has an existing installment agreement with the tax agency, or (2) the delinquency is the subject of an administrative or judicial appeal. The bidder is cautioned that the "special letter" from the IRS must be certified by DOTAX. All conditions applied to tax clearance certificates for this purpose are applicable to these "special letters". Instructions to obtain the "special letter" are available from each respective tax agency.

2.1.2.8 Various combinations of tax clearance certificates and "special letters" are acceptable for this purpose as follows:

- (a) Tax clearance certificate signed by both tax agencies;
- (b) Individual tax clearance certificates from each tax agency, respectively;
- (c) Tax clearance certificate from one tax agency and a "special letter" from the other tax agency;
- (d) "Special letters" from both tax agencies.

2.1.3 Wrongful Refusal to Accept a Bid - In the event the Comptroller, for any reason, wrongfully refuses to accept what would otherwise be a responsive and responsible lowest bid, the exclusive remedy for such lowest bidder shall be the recovery of the reasonable actual costs of preparing the bid. No other bidder shall have any claim for damages. Refer to 2.13 PROTEST.

2.2 INTERPRETATION OF QUANTITIES IN BID SCHEDULE

2.2.1 When quantities for individual items of work are listed in the proposal form for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by the Department only for the purpose of comparing on a uniform basis bids offered for the work. The Department does not, expressly or by implication, agree that the actual quantity of work will correspond therewith.

2.2.2 After determining the low bidder by comparison of bids submitted in accordance with the proposal form and Section 3.1 CONSIDERATION OF PROPOSALS; CANCELLATION in these specifications, the quantities of unit price items of work may increase or decrease.

2.2.3 On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid, subject to Section 4.7 VARIATIONS IN ESTIMATED QUANTITIES.

2.3 CONTENTS OF PROPOSAL FORMS

2.3.1 Prospective bidders will be furnished with proposal forms giving the location, description, and the contract time of the work contemplated for which a lump sum bid price is asked or containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.

2.3.2 All papers bound with or attached to the proposal form shall be considered a part thereof and shall not be detached or altered when the proposal is submitted.

2.3.3 The drawings, specifications and other documents designated in the proposal form, will also be considered a part thereof whether attached or not.

2.3.4 By submitting a bid on the proposal form, a bidder accepts the language therein as its own.

2.4 THE SITE AND PROPOSED CONTRACT DOCUMENTS

2.4.1 The Bidder shall examine carefully the Project Site contemplated and the proposal, drawings, specifications, supplemental specifications, SPECIAL CONDITIONS, and any documents or items referenced therein and contract and bond forms therefore. The submission of a bid shall be considered as a warranty that the Bidder has made such examination and is informed of the conditions to be encountered in performing the Work and of the requirements of the drawings, specifications, supplemental specifications, SPECIAL CONDITIONS and any documents and items referenced therein, and contract and bonds.

2.5 ADDENDA AND BID CLARIFICATIONS

2.5.1 The terms and requirements of the bid documents (i.e. drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued addenda or bid clarification.

2.5.2 The Department may alter, increase or decrease the scope of the work or the contract time, provisions and conditions by issuing a written addendum which sets forth such alterations, increase or decrease.

2.5.3 Bid Discrepancy - If a bidder discovers what it considers to be a discrepancy, ambiguity, omission or doubt as to the meaning of drawings, specifications and any other bid or contract documents, the bidder shall request in writing no later than 14 days before the bids are opened.

2.5.4 Addenda to the bid documents will be provided to all prospective bidders at the respective offices furnished for such purposes. Each addendum shall be an addition to the Contract Documents.

2.5.5 Upon providing an addenda, all bidders shall be deemed to be on notice of the information therein whether or not the addendum or bid clarification is actually received. All addenda and bid clarifications so issued shall become part of the Contract Documents.

2.5.6 No claim for additional compensation and/or time for performance will be allowed if the Contractor discovered, or in the exercise of reasonable care, should have discovered a discrepancy, ambiguity, omission or doubt for which an interpretation was not requested.

2.6 SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING

2.6.1 Brand names of materials or equipment are specified or shown on the drawings to indicate a quality, style, appearance or performance and not to limit competition. The Bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualifications of such proposed alternate brands shall be submitted in writing and addressed to the Public Works Administrator. The face of the envelope containing the request must be clearly marked "SUBSTITUTION REQUEST". The request may be hand carried to the Public Works Division, 4th Floor of the Kalanimoku Building, Room 426, 1151 Punchbowl Street or mailed to the Public Works Division, P.O. Box 119, Honolulu, Hawaii 96810. In either case, the written request must be received by the Public Works Division no later than the time and date specified in the SPECIAL CONDITIONS. The written request will be time stamped by the Public Works Division. For the purpose of this section, the time designated by the time stamping device in the Public Works Division shall be official. If the written request is hand carried, the bearer is responsible to ensure that the request is time stamped by the Public Works Division.

2.6.2 Submit three (3) sets of the written request, technical brochures, and a statement of variances. Refer to the Appendix for the Sample "Request for Substitution."

2.6.3 Statement of Variances - The statement of variances must list all features of the proposed substitution which differ from the drawings, specifications and / or product(s) specified and must further certify that the substitution has no other variant features. The brochure and information submitted shall be clearly marked showing make, model, size, options, etc., and must include sufficient evidence to evaluate each feature listed as a variance. A request will be denied if submitted without sufficient evidence. If after installing the substituted product, an unlisted variance is discovered, Contractor shall immediately replace the product with a specified product all at no cost to the State

2.6.4 Substitution Denial - Any substitution request not complying with the above requirements will be denied. Substitution requests sent to other agencies and received by the Public Works Division after the deadline above will be denied.

2.6.5 An addendum shall be issued to inform all prospective bidders of any accepted substitution in accordance with Section 2.5 ADDENDA AND BID CLARIFICATIONS.

2.6.6 For substitutions of materials and equipment after issuance of the Letter of Award, refer to Section 6.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT AFTER BID OPENING.

2.7 PREPARATION OF PROPOSAL

2.7.1 The Bidder's proposal must be submitted on the proposal form furnished by the Department. The proposal must be prepared in full accordance with the instructions thereon. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the proposal in the spaces provided with ink. By submitting a bid, the Bidder adopts the language of the proposal as its own.

2.7.2 If the proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership the name and post office address of each member of the partnership must be shown and the proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with the State. If made by a corporation the proposal must show the name, titles, and business address of the president, secretary and treasurer and also evidence in the form of a corporate resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with the State. If made by a joint venture the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with the State.

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 and their respective contractor's license number. A joint contractor or subcontractor performing less than or equal to one percent of the total bid amount is not required to be listed in the proposal. 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.

2.8 BID SECURITY §3-122-223(d) HAR

2.8.1 Subject to the exceptions in Section 3-122-223(d) HAR, all lump sum bids of \$25,000 and higher, or lump sum base bids including alternates of \$25,000 and higher, that are not accompanied by bid security are non-responsive. Bid security shall be one of the following: §3-122-222(a) HAR

2.8.1.1 Surety bid bond underwritten by a company licensed to issue bonds in this State which shall be substantially in the form of the Surety Bid Bond form in the Appendix; or

2.8.1.2 Legal Tender; or

2.8.1.3 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 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.
- (c) **CAUTION** - Bidders are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face value sufficient to cover the maximum penalty amount in addition to the proposal guaranty requirement. If the certificate is made out to two names, the certificate must be assigned unconditionally to the Comptroller.

2.8.2 Unless otherwise stated, the bid security shall be in an amount equal to at least five percent (5%) of the lump sum bid or lump sum base bid including alternates or in an amount required by the terms of the federal funding, where applicable.

2.8.3 If the Bidder is a corporation, evidence in the form of a corporate resolution, authorizing the corporate representative to execute the bond must be submitted with the proposal. (See sample in Appendix.) If the Bidder is a partnership, all partners must sign the bond or evidence in the form of a partnership agreement must be submitted showing the authority of the partner.

2.8.4 If the Bidder is a joint -venture, all parties to the joint venture must sign the bond; provided, that one party to the joint-

venture may sign on behalf of the joint-venture if evidence in the form of a joint-venture agreement or power of attorney, is submitted showing the authority of the signatory to sign the bond on behalf of the joint-venture.

2.8.5 In the case where the award will be made on a group or item basis, the amount of bid security shall be based on the total bid for all groups or items submitted.

2.8.6 Bidders are cautioned that surety bid bonds which place a limit in value to the difference between the bid amount and the next acceptable bid, such value not to exceed the purported amount of the bond, are not acceptable. Also, surety bid bonds which place a time limit on the right of the State to make claim other than allowed by statutes or these GENERAL CONDITIONS are not acceptable. Bidders are hereby notified that a surety bid bond containing such limitation(s) is not acceptable and a bid accompanied by such surety bid bond will be automatically rejected.

2.9 DELIVERY OF PROPOSALS - The entire proposal shall be placed together with the bid security, in a sealed envelope no smaller than 9-1/2" x 12" so marked as to indicate the identity of the project, the project number, the date of bid opening and the name and address of the bidder and then delivered as indicated in the Notice to Contractors. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must be in the hands of the official by the time indicated. The words "SEALED BID" must be clearly written or typed on the face of the sealed envelope containing the proposal and bid security.

2.10 WITHDRAWAL OR REVISION OF PROPOSAL - may be modified prior to the deadline to submit the offers by any of the following documents.

2.10.1 Withdrawal of Proposals:

2.10.1.1 A signed, written notice received in the office designated in the solicitation; or

2.10.1.2 A written notice faxed to the office designated in the solicitation; or

2.10.1.3 A telegraphic message received by telephone by the office designated in the solicitation from the receiving telegraph company office, provided the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the time and date set for the opening.

2.10.2 Modification of Proposals:

2.10.2.1 A written notice received in the office designated in the solicitation, stating that a modification to the offer is submitted; and

2.10.2.2 The actual modification sealed securely in a separate envelope or container, accompanying the written notice.

2.11 PUBLIC OPENING OF PROPOSALS - Proposals will be opened and read publicly at the time and place indicated

in the Notice to Contractors. Bidders, their authorized agents and other interested parties are invited to be present.

2.12 DISQUALIFICATION OF BIDDERS - Any one or more of the following causes will be considered as sufficient for the disqualification of a Bidder and the rejection of its proposal or proposals:

2.12.1 Non-compliance with Section 2.1 QUALIFICATION OF BIDDERS.

2.12.2 Evidence of collusion among bidders.

2.12.3 Lack of responsibility and cooperation as shown by past work such as failing to complete all of the requirements to close the project within a reasonable time or engaging in a pattern of unreasonable or frivolous claims for extra compensation.

2.12.4 Being in arrears on existing contracts with the State of Hawaii, or having defaulted on a previous contract with the State of Hawaii.

2.12.5 Lack of proper equipment and/or sufficient experience to perform the work contemplated, as revealed by the Standard Questionnaire and Financial Statement for Bidders.

2.12.6 No contractor's license or a contractor's license which does not cover type of work contemplated.

2.12.7 More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name.

2.12.8 Delivery of bids after the deadline specified in the advertisement calling for bids.

2.12.9 Failure to pay, or satisfactorily settle, all bills overdue for labor and materials of former contracts in force at the time of issuance of proposal forms.

2.12.10 Debarment or suspension pursuant to the provisions of Chapters 103D, 104 and 444, Hawaii Revised Statutes, as amended.

2.13 PROTEST

2.13.1 Protests shall be adjudicated in accordance with §103D-701, HRS and as amended.

2.13.2 No Protest based upon the contents of the solicitation shall be considered unless it is submitted in writing to the Comptroller, State of Hawaii 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 the Comptroller within five (5) working days after the posting of the award of the Contract.

2.13.4 In addition to any other relief, when a protest is sustained and the protestor should have been awarded the contract under the solicitation but is not, then the protestor shall be entitled to the actual costs reasonably incurred in connection

with the solicitation, including bid or proposal preparation costs but not attorney's fees.

ARTICLE 3 - Award and Execution of Contract

3.1 CONSIDERATION OF PROPOSALS; CANCELLATION - After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared and the results of such comparison shall be made public. In the event of a tie bid, the low bidder shall be determined by lot. In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals. Until the award of the contract, the Department may cancel the solicitation, reject any and all proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of the State.

3.2 IRREGULAR PROPOSALS - Proposals will be considered irregular and may be rejected for the following reasons:

3.2.1 If the proposal is unsigned.

3.2.2 If bid security is not in accordance with Section 2.8 BID SECURITY.

3.2.3 If proposal is on a form other than that furnished by the Department; or if the form is altered or any part thereof detached.

3.2.4 If the proposal shows any non-compliance with applicable law, alteration of form, additions not called, conditional bids, incomplete bids, non initialed erasures, other defects, or if the prices are obviously unbalanced.

3.2.5 If the Bidder adds any provisions reserving the right to accept or reject an award.

3.2.6 If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.

3.2.7 When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the proposal.

3.2.8 Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors the proposal may be rejected. All work which is not listed as being performed by joint contractors and/or subcontractors must be performed by the bidder with its own employees. Additions to the list of joint contractors or subcontractors will not be allowed. Whenever there is a doubt as to the completeness of the list, the Bidder will be required to submit within five (5) working days, a written confirmation that the work in question will be performed with its own work force. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work,

the Bidder will be required to either confirm in writing within five (5) working days that all joint contractors or subcontractors listed will actually be engaged on the project or obtain within five (5) working days written releases from those joint contractors and/or subcontractors who will not be engaged.

3.2.9 If in the opinion of the Comptroller, the Bidder and its listed subcontractors do not have the contractor's licenses or combination of contractor's licenses necessary to complete all of the work.

3.3 CORRECTION OF BIDS AND WITHDRAWAL OF BIDS §3-122-31 HAR

3.3.1 Corrections to bids after bid openings but prior to award may be made under the following conditions:

3.3.1.1 If the mistake is attributable to an arithmetical error, the Comptroller shall so correct the mistake. In case of error in extension of bid price, the unit price shall govern.

3.3.1.2 If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Bidder shall request correction 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. Examples of such mistakes include:

- (a) Typographical errors;
- (b) Transition errors;
- (c) Failure of a Bidder to sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder's intent to be bound.

3.3.1.3 For reasons not allowable under paragraphs 3.3.1.1 and 3.3.1.2 when the Comptroller determines that the correction or waiver of an obvious mistake is in the best interest of the Department or is warranted for the fair treatment of other bidders.

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 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.

3.3.3 Correction or withdrawal of bids after award is not permissible except in response to a written withdrawal or correction request by the Contractor, and the Comptroller makes a written determination that the Department's procurement practices and policies would not be materially affected by such correction or withdrawal.

3.4 AWARD OF CONTRACT

3.4.1 The award of contract, if it be awarded, will be made within sixty (60) consecutive 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.

3.4.2 If the contract is not awarded within the sixty (60) 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.

3.4.3 No contract will be awarded to any person or firm suspended or debarred under the provisions of Chapters 103D, 104 and Chapter 444, Hawaii Revised Statutes as amended.

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

3.5 CANCELLATION OF AWARD - The Department reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the reasonable bid preparation costs and the reimbursement of any direct expenses incurred as directed in the Notice of Award. Such cancellation will not incur any liability by the Department to any other Bidder.

3.6 RETURN OF BID SECURITY - All bid securities, except those of the four (4) lowest Bidders, will be returned following the opening and checking of the proposals. The retained bid securities of the four lowest Bidders will be returned within five (5) working days following the complete execution of the contract.

3.7 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

3.7.1 Performance and Payment Bonds shall be required for contracts \$25,000 and higher. At the time of the execution of the contract, 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:

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

3.7.1.3 A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, 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 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 acceptable.

3.7.2 If the Contractor fails to deliver the required performance and payment bonds, the contractor's award shall be canceled, the Department shall have the remedies provided under Section 3.9 FAILURE TO EXECUTE THE CONTRACT and award of the contract shall be made to the next lowest responsible and responsive bidder.

3.8 EXECUTION OF THE CONTRACT

3.8.1 The contract shall be signed by the successful bidder and returned, together with satisfactory performance and payment bonds, within ten (10) calendar days after the bidder is awarded the contract for execution or within such further time as the Comptroller may allow. 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.

3.8.2 On any individual award totaling less than \$25,000, the State reserves the right to execute the contract by the issuance of a State Purchase Order. Issuance of a State Purchase Order shall result in a binding contract between the parties without further action by the State. The issuance of a State Purchase Order shall not be deemed a waiver of these General Conditions and Contract Document requirements.

3.9 FAILURE TO EXECUTE THE CONTRACT

3.9.1 Before the Award - If a low Bidder without legal justification withdraws its bid after the opening of bids but before the award of the contract, the State shall be entitled to retain as liquidated damages the amount established as bid security, and may take all appropriate actions to recover the liquidated damages sum from the property or third-party obligations deposited as bid security.

3.9.2 After the Award - If the Bidder to whom a contract is awarded shall fail or neglect to enter into the contract and 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 its 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.

3.9.3 Comptroller's Options - Upon a withdrawal of the lowest responsive bid, or upon a refusal or failure of the lowest

Bidder to execute the contract, the Comptroller may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the Comptroller may deem to be in the best interests of the State.

3.10 NOTICE TO PROCEED

3.10.1 After the contract is fully executed and signed by the Comptroller, the Contractor will be sent a formal Notice to Proceed letter advising the Contractor of the date on which it may proceed with the work. The Contractor shall be allowed ten (10) consecutive working days from said date to begin its work. In the event that the Contractor refuses or neglects to start the work, the Comptroller may terminate the contract in accordance with Section 7.27 TERMINATION OF CONTRACT FOR CAUSE.

3.10.2 The Contractor may commence its operations strictly at its own risk prior to receipt of the formal notice to proceed, provided it makes a written request and has received approval from the Engineer in writing. All work performed shall be conducted in accordance with Section 7.1 PROSECUTION OF THE WORK.

3.10.3 In certain cases, the State, with agreement of the Contractor, may issue a Notice to Proceed before full execution of the contract by the Comptroller and it may further issue a Notice to Proceed concurrently with the Notice of Award.

3.10.4 In the event the Notice to Proceed is not issued within one hundred and eighty (180) days after the date of the award of contract the Contractor may submit a claim for increased labor and material costs (but not overhead costs) which are directly attributable to the delay beyond the first 180 days. Such claims shall be accompanied with the necessary documentation to justify the claim. No payment will be made for escalation costs that are not fully justified.

GENERAL CONDITIONS

ARTICLE 4 - Scope of Work

4.1 INTENT OF CONTRACT, DUTY OF CONTRACTOR - The intent of the Contract is to provide for the construction, complete in every detail, of the Work described at the accepted bid price and within the time established by the contract. The Contractor has the duty to furnish all labor, materials, equipment, tools, transportation, incidentals and supplies and to determine the means, methods and schedules required to complete the work in accordance with the drawings, specifications and terms of the contract.

4.2 CHANGES - The Engineer may at any time, during the progress of the work, by written order, and without notice to the sureties, make changes in the work as may be found to be necessary or desirable. Such changes shall not invalidate the Contract nor release the Surety, and the Contractor will perform the work as changed, as though it had been a part of the original Contract.

4.2.1 Minor Changes - Minor changes in the work may be directed by the Engineer with no change in contract price or time of performance. Minor changes are consistent with the intent of the Contract Documents and do not substantially alter the type of work to be performed or involve any adjustment to the contract sum or extension of the contract time.

4.2.2 Oral Orders

4.2.2.1 Any oral order, direction, instruction, interpretation or determination from the Engineer or any other person which in the opinion of the Contractor causes any change, shall be considered as a change only if the Contractor gives the Engineer written notice of its intent to treat such oral order, direction, instruction, interpretation or determination as a change directive. Such written notice must be delivered to the Engineer before the Contractor acts in conformity with the oral order, direction, instruction, interpretation or determination, but not more than five (5) days after delivery of the oral order to the Contractor. The written notice shall state the date, circumstances, whether a time extension will be requested, and source of the order that the Contractor regards as a change. Such written notice may not be waived and shall be a condition precedent to the filing of any claim by the Contractor. Unless the Contractor acts in accordance with this procedure, any such oral order shall not be treated as a change for which the Contractor may make a claim for an increase in the contract time or contract price related to such work.

4.2.2.2 No more than five (5) days after receipt of the written notice from the Contractor, a Field Order shall be issued for the subject work if the State agrees that it constitutes a change. If no Field Order is issued in the time established, it shall be deemed a rejection of Contractor's claim for a change. If the Contractor objects to the failure to issue a Field Order, it shall file a written protest with the Engineer within thirty (30) days after delivery to the Engineer of the Contractor's written notice of its intention to treat the oral order as a change. In all cases, the Contractor shall proceed with the work. The protest shall be determined as provided in Section 7.25 DISPUTES AND CLAIMS.

4.2.3 Field Orders – Upon receipt of a Field Order, the Contractor shall proceed with the changes as ordered. If the Contractor does not agree with any of the terms or conditions or in the adjustment or non-adjustment to the contract time and / or contract price, Contractor shall file a notice of intent to claim within thirty (30) calendar days after receipt of the written Field Order that was not agreed upon by both parties. Failure to file such protest within the time specified shall constitute agreement on the part of the Contractor with the terms, conditions, amounts and adjustment or non-adjustment to contract price and / or contract time set forth in the Field Order. The requirement for timely written notice shall be a condition precedent to the assertion of a claim.

4.2.4 Change Orders

4.2.4.1 The Department will issue sequentially numbered Change Orders at times it deems appropriate during the contract period. A Change Order may contain the adjustment in contract price and / or time for a number of Field Orders. The Change Order will be issued in the format attached (refer

to the Appendix). No payment for any change will be made until the change order is issued.

4.2.4.2 The penal sum of the Surety Performance and Payment Bonds will be adjusted by the amount of each and every Change Order.

4.2.4.3 Upon receipt of a Change Order, if the Contractor does not agree with any of the terms or conditions or in the adjustment or non-adjustment to the contract time and / or contract price, Contractor shall file a notice of intent to claim within thirty (30) calendar days after receipt of the written Change Order that was not agreed upon by both parties. Failure to file such protest within the time specified shall constitute agreement on the part of the Contractor with the terms, conditions, amounts and adjustment or non-adjustment to contract price and / or contract time set forth in the Change Order. The requirement for timely written notice shall be a condition precedent to the assertion of a claim.

4.3 DUTY OF CONTRACTOR TO PROVIDE PROPOSAL FOR CHANGES

4.3.1 A Field Order may request the Contractor to supply the Department with a proposal for an adjustment to the contract time or contract price for the work described therein. Any such request for a proposal shall not affect the duty of the Contractor to proceed as ordered with the work described in the Field Order.

4.3.2 The Engineer from time to time may issue a Bulletin to the Contractor requesting price and / or time adjustment proposals for contemplated changes in the work. A Bulletin is not a directive for the Contractor to perform the work described therein.

4.3.3 Within fifteen (15) days after receipt of a Bulletin or Field Order containing a request for proposal, the Contractor shall submit to the Engineer a detailed written statement in a format similar to the one shown in the Appendix to these General Conditions setting forth all charges the Contractor proposes for the change and the proposed adjustment of the contract time, all properly itemized and supported by sufficient substantiating data to permit evaluation. No time extension will be granted for delays caused by late Contractor pricing of changes or proposed changes. If the project is delayed because Contractor failed to submit the cost proposal within the fifteen (15) days, or as allowed by the Engineer, liquidated damages will be assessed in accordance with Section 7.26 FAILURE TO COMPLETE THE WORK ON TIME.

4.3.4 No payment shall be allowed to the Contractor for pricing or negotiating proposed or actual changes.

4.4 PRICE ADJUSTMENT §3-125-13 HAR

4.4.1 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 or as soon thereafter as practicable;

4.4.1.2 By unit prices specified in the contract or subsequently agreed upon;

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 In such other manner as the parties may mutually agree;

4.4.1.5 At the sole option of the Engineer, 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; or

4.4.1.6 In the absence of an agreement between the two parties, by a unilateral determination by the Engineer 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 Engineer in accordance with applicable sections of Chapters 3-123 and 3-126 of the Hawaii Administrative Rules and Regulations, and Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT.

4.5 ALLOWANCES FOR OVERHEAD AND PROFIT §3-125-13 HAR

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, fifteen percent (15%) of the direct cost;

4.5.1.2 For each subcontractor involved, for any work performed by its own forces, fifteen percent (15%) of the direct cost;

4.5.1.3 For the Contractor or any subcontractor, for work performed by their subcontractors, seven percent (7%) 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.

4.6 PAYMENT FOR DELETED MATERIAL

4.6.1 **Canceled Orders** - If acceptable material was ordered by the Contractor for any item deleted by an ordered change in the work prior to the date of notification of such deletion by the Engineer, the Contractor shall use its best efforts to cancel the order. The Department shall pay reasonable

cancellation charges required by the supplier excluding any markup for overhead and profit to the Contractor.

4.6.2 Returned Materials - If acceptable deleted material is in the possession of the Contractor or is ultimately received by the Contractor, if such material is returnable to the supplier and the Engineer so directs, the material shall be returned and the Contractor will be paid for the reasonable charges made by the supplier for the return of the material, excluding any markup for overhead and profit to the Contractor. The cost to the Contractor for handling the returned material will be paid for as provided in Section 4.4 PRICE ADJUSTMENT.

4.6.3 Uncanceled Materials - If orders for acceptable deleted material cannot be canceled at a reasonable cost, it will be paid for at the actual cost to the Contractor including an appropriate markup for overhead and profit as set forth in Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. In such case, the material paid for shall become the property of the State and the cost of further storage and handling shall be paid for as provided in Section 4.4 PRICE ADJUSTMENT.

4.7 VARIATIONS IN ESTIMATED QUANTITIES §3-125-10 HAR

4.7.1 Where the quantity of a major unit price item in this contract is estimated on the proposal form and where the actual quantity of such pay item varies more than fifteen percent (15%) above or below the estimated quantity stated in this contract, an adjustment in the contract price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. The adjustment shall be subject to Section 4.4 PRICE ADJUSTMENT and Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. If the quantity variation is such as to cause an increase in the time necessary for completion, the Engineer shall, upon receipt of a written request for an extension of time within thirty (30) days of the item's completion, ascertain the facts and make such adjustment to the completion date as the Engineer finds justified.

4.8 VARIATIONS IN BOTTOM ELEVATIONS The Contractor shall plan and construct to the bottom elevations of footings, piles, drilled shafts, or cofferdams as shown on the drawings. When the bottom of a pile, drilled shaft, or cofferdam is shown as an estimated or approximate elevation, the Contractor shall plan and construct to that elevation or to any deeper elevation required by the drawings or direction of the Engineer. In the event the bottom elevation is lowered, the Contractor shall be entitled to additional payment in accordance with Sections 4.4 PRICE ADJUSTMENT and 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. In the event the bottom elevation is raised, the State shall be entitled to a credit in accordance with Sections 4.2 CHANGES, 4.4 PRICE ADJUSTMENT and 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT.

4.9 DIFFERING SITE CONDITIONS §3-125-11 HAR

4.9.1 During the progress of the work, if the Contractor encounters conditions at the site differing materially from those

shown in the drawings and specifications, Contractor shall promptly, and before any such conditions are disturbed or damaged (except in an emergency as required by subsection 7.17.8), notify the Engineer in writing of:

4.9.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the contract; or

4.9.1.2 Unknown physical conditions at the site, of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

4.9.2 After receipt of written notice, the Engineer shall promptly investigate the site, and if it is found that such conditions do materially differ and cause an increase in the Contractor's cost of, or the time required to, perform any part of the Work, whether or not changed as a result of such conditions, an adjustment shall be made and the contract modified accordingly. Any adjustment in contract price made pursuant to this Section 4.9 shall be determined in accordance with Sections 4.4 PRICE ADJUSTMENT and 7.25 DISPUTES AND CLAIMS.

4.9.3 Nothing contained in this Section 4.9 shall be grounds for an adjustment in compensation if the Contractor had actual knowledge or should have known of the existence of such conditions prior to the submission of bids.

4.10 UTILITIES AND SERVICES

4.10.1 The cost of all the following will be included in the contract price and the Contractor shall be fully responsible for:

4.10.1.1 Reviewing and checking all such information and data,

4.10.1.2 Locating all underground and overhead utilities shown or indicated in the contract documents,

4.10.1.3 Coordination of the Work with the Owners of such underground and overhead utilities during construction, and

4.10.1.4 The safety and protection of all such underground and overhead utilities as provided in Section 7.17 PROTECTION OF PERSONS AND PROPERTY and repairing any damage thereto resulting from the work.

4.10.2 Unknown Utilities - During the progress of the work, if an underground utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, or found at a location that is substantially different than shown or indicated in the Contract Documents, Contractor shall promptly, and before any such conditions are disturbed or damaged (except in an emergency as required by subsection 7.17.8), notify the Engineer. Contractor shall be responsible for the safety and protection of the underground utility as provided in Section 7.17 PROTECTION OF PERSONS AND PROPERTY. Refer to subsections 4.9.2 and 4.9.3.

4.10.3 If the Engineer determines a change in the Contract Documents is required, a Field Order or Change Order will be issued. Upon issuance of a duly authorized Field Order or Change Order regarding the disposition of a newly discovered

utility, Contractor shall be responsible for damages to the utility, including any damage claims due to the disruption of service caused by the utility being damaged.

4.10.4 Restoration of Damaged Utilities - The Contractor shall repair and restore to pre-damaged condition any utilities or any other property it damaged. The Contractor shall be liable for any resulting damages, to the Work or to the utility owner or property owner and shall pay any claim due to the disruption of service caused by the utilities being damaged. Contractor shall defend and save harmless the State from all suits, actions or claims of any character brought on account of such damages, whether or not the State may have been partially at fault. Contractor shall obtain public liability and property damage insurance pursuant to Article 7 PROSECUTION AND PROGRESS to cover such risk of damage.

4.10.5 In the event the Contractor, simultaneously with the discovery of an unknown utility or other property, damages that utility or other property, the Contractor shall immediately notify the Engineer. If the Contractor is without fault in such a situation, notwithstanding subsection 4.10.4, the Contractor shall not be liable for resulting damages or the defense of the State from claims brought on account of said damages to unknown utilities or other property. Upon instruction from the Engineer, the Contractor shall repair all damages and execute a plan for dealing with the damaged utility or other property. This repair work shall be considered additional work as covered in Section 4.2 CHANGES.

ARTICLE 5 - Control of Work

5.1 AUTHORITY OF THE ENGINEER

5.1.1 The Engineer shall make final and conclusive decisions on all questions which may arise relating to the quality and acceptability of the materials furnished and work performed, the manner of performance and rate of progress of the work, the interpretation of the Contract Documents, the acceptable fulfillment of the contract on the part of the Contractor, the compensation under the Contract and the mutual rights of the parties to the Contract.

5.1.2 The Engineer shall have the authority to enforce and make effective such decisions and orders at the Contractor's expense when the Contractor fails to carry such decisions and orders out promptly and diligently.

5.1.3 The Engineer shall have the authority to suspend the work wholly or in part as provided in Section 7.24 SUSPENSION OF WORK.

5.1.4 The Engineer may delegate specific authority to act for the Engineer to a specific person or persons. Such delegation of authority shall be established in writing to the Contractor.

5.2 AUTHORITY OF THE INSPECTOR

5.2.1 The Inspector shall observe and inspect the contract performance and materials. The Inspector does not have any authority vested in the Engineer unless specifically delegated in writing.

5.2.2 The Inspector may offer advice and recommendations to the Contractor, but any such advice or recommendations are not directives from the Engineer.

5.2.3 The Inspector has no authority to allow deviations from the Contract Documents and may reject any and all work that the Inspector deems is not in conformity with the contract requirements. Failure of an Inspector at any time to reject non-conforming work shall not be considered a waiver of the Department's right to require work in strict conformity with the Contract Documents as a condition of final acceptance.

5.3 AUTHORITY OF CONSULTANT(S) - The Department may engage Consultant(s) for limited or full observation to supplement the inspections performed by the State and respective Counties. Unless otherwise specified in writing to the Contractor, such retained Consultant(s) will have the authority of a Project Inspector.

5.4 SHOP DRAWINGS AND OTHER SUBMITTALS

5.4.1 The following documents shall be submitted where required by the contract documents:

5.4.1.1 Shop Drawings

- (a) The Contractor shall prepare, and thoroughly check, approve, all shop drawings, including those prepared by subcontractors or any other persons. The Contractor shall indicate its approval by stamping and signing each drawing. Any shop drawing submitted without being reviewed, stamped and signed will be considered as not having been submitted, and any delay caused thereby shall be the Contractor's responsibility.
- (b) Shop drawings shall indicate in detail all parts of an item of work, including erection and setting instructions and engagements with work of other trades or other separate contractors. Shop drawings for structural steel, millwork and pre-cast concrete shall consist of calculations, fabrication details, erection drawings and other working drawings, as necessary, to show the details, dimensions, sizes of members, anchor bolt plans, insert locations and other information necessary for the complete fabrication and erection of the structure to be constructed.
- (c) All shop drawings as required by the contract, or as determined by the Engineer to be necessary to illustrate details of the Work shall be submitted to the Engineer with such promptness as to cause no delay in the work or in that of any other Contractor. Delay caused by the failure of the Contractor to submit shop drawings on a timely basis to allow for review, possible resubmittal and acceptance will not be considered as a justifiable reason for a contract time extension. Contractor, at its own risk, may proceed with the work affected by the shop drawings before receiving acceptance, however the Department shall not be liable for any costs or time required for the correction of work done without the benefit of accepted shop drawings.

- (d) It is the Contractor's obligation and responsibility to check all of its and its subcontractor's shop drawings and be fully responsible for them and for coordination with connecting and other related work. The Contractor shall prepare, and submit to the Engineer coordination drawings showing the installation locations of all plumbing, piping, duct and electrical work including equipment throughout the project. By approving and submitting shop drawings, the Contractor thereby represents that it has determined and verified all field measurements and field construction criteria, or will do so, and that it has checked and coordinated each shop drawing with the requirements of the work and the contract documents. When shop drawings are prepared and processed before field measurements and field construction criteria can be or have been determined or verified, the Contractor shall make all necessary adjustments in the work or resubmit further shop drawings, all at no change in contract price or time.

5.4.1.2 Shop Drawing Form - Each drawing and/or series of drawings submitted must be accompanied by a letter of transmittal giving a list of the titles and number of the drawings. Each series shall be numbered consecutively for ready reference and each drawing shall be marked with the following information:

- (a) Date of Submission
- (b) Name of Project
- (c) Project Number
- (d) Location of Project
- (e) Name of submitting Contractor and Subcontractor
- (f) Revision Number

5.4.1.3 The size of the sheets that shop drawings are prepared on shall be as appropriate to suit the drawing being presented so that the information is clearly and legibly depicted. At the determination of the Engineer, for each sheet of drawings, the submittal shall consist of either; one reproducible transparency and five prints, or eight prints.

5.4.14 Descriptive Sheets and Other Submittals When a submittal is required by the contract, the Contractor shall submit to the Engineer eight (8) complete sets of descriptive sheets such as brochures, catalogs, illustrations, etc., which will completely describe the material, product, equipment, furniture or appliances to be used in the project as shown in the drawings and specifications. Prior to the submittal, the Contractor will review and check all descriptive sheets for conformity to the contract requirements and indicate such conformity by marking or stamping and signing each sheet. It is the responsibility of the Contractor to submit descriptive sheets for review and acceptance by the Engineer as required at the earliest possible date after the date of award in order to meet the construction schedule. Delays caused by the failure of the Contractor to submit descriptive sheets as required will not be considered as justifiable reasons for contract time extension.

5.4.15 **Material Samples and Color Samples** - When sample submittals are required by the contract, the Contractor shall review, approve, indicate its approval and submit to the Engineer samples of the materials to be used in the project and color selection samples. It is the responsibility of the Contractor to submit material and color samples for review as required at the earliest possible date after the date of award in order to meet the construction schedule. Delays caused by the failure of the Contractor to submit material and color samples will not be considered as justifiable reasons for contract time extension.

5.4.2 Submittal Variances - The Contractor shall include with the submittal, written notification clearly identifying all deviations or variances from the contract drawings, specifications and other Contract Documents. The notice shall be in a written form separate from the submittal. The variances shall also be clearly indicated on the shop drawing, descriptive sheet, material sample or color sample. Failure to so notify of and identify such variances shall be grounds for the subsequent rejection of the related work or materials, notwithstanding that the submittal was accepted by the Engineer. If the variances are not acceptable to the Engineer, the Contractor will be required to furnish the item as specified or indicated on the contract documents at no additional cost or time.

5.4.3 Review and Acceptance Process - Submittals will be returned to the Contractor within twenty one (21) days (for projects on Oahu) and twenty five (25) days (for projects on the islands of Hawaii, Maui, Kauai, Molokai and Lanai) after receipt by the Engineer unless otherwise agreed between the Contractor and the Engineer or as stated elsewhere in the contract documents.

5.4.3.1 The acceptance by the Engineer of the Contractor's submittal relates only to their sufficiency and compliance with the intention of the contract. Acceptance by the Engineer of the Contractor's submittal does not relieve the Contractor of any responsibility for accuracy of dimensions, details, and proper fit, and for agreement and conformity of submittal with the contract drawings and specifications. Nor will the Engineer's acceptance relieve the Contractor of responsibility for variance from the contract documents unless the Contractor, at the time of submittal, has provided notice and identification of such variances required by this section. Acceptance of a variance shall not justify a contract price or time adjustment unless the Contractor requests such an adjustment at the time of submittal and the adjustment is explicitly agreed to in writing by the Engineer. Any such request shall include price details and proposed scheduling modifications. Acceptance of a variance is subject to all contract terms, stipulations and covenants, and is without prejudice to any and all rights under the surety bond.

5.4.3.2 If the Engineer returns a submittal to the Contractor that has been rejected, the Contractor, so as not to delay the work, shall promptly make a resubmittal conforming to the requirements of the contract documents and indicating in writing on the transmittal and the subject submittal what portions of the resubmittal has been altered in order to meet the acceptance of the Engineer. Any other differences between the resubmittal and the prior submittal shall also be specifically described in the transmittal.

5.4.3.3 No mark or notation made by the Engineer on or accompanying the return of any submittal to the Contractor shall be considered a request or order for a change in work. If the Contractor believes any such mark or notation constitutes a request for a change in the work for which it is entitled to an adjustment in contract price and/or time, the Contractor must follow the same procedures established in Section 4.2 CHANGES for oral orders, directions, instructions, interpretations or determinations from the Engineer or else lose its right to claim for an adjustment.

5.5 COORDINATION OF CONTRACT DOCUMENTS - It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. The Contract Documents are complementary: any requirement occurring in one document is as binding as though occurring in all. In the event of conflict or discrepancy the priorities stated in the following subparagraphs shall govern:

5.5.1 Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda only to the extent specified.

5.5.2 SPECIAL CONDITIONS and Proposal shall govern over the GENERAL CONDITIONS and Specifications.

5.5.3 Specifications shall govern over drawings.

5.5.4 Specification Error - Should an error or conflict appear within the specification, the Contractor shall immediately notify the Engineer. The Engineer shall promptly issue instructions as to procedure. Any requirement occurring in one or more parts of the specification is as binding as though occurring in all applicable parts.

5.5.4.1 Should an error or conflict appear within a specification section, between a listed manufacturer / product and the performance requirements of the specification section, the performance requirements shall govern.

5.5.5 Drawings:

5.5.5.1 Schedules shall govern over all other notes and drawings.

5.5.5.2 Bottom elevations of footings shown on drawings shall govern over a general note such as: "All footings shall rest on firm, undisturbed soil and extend a minimum of a certain number of feet into natural or finish grade, whichever is lower."

5.5.5.3 Except for drawing schedules and bottom elevations as noted above, general notes shall govern over all other portions of the drawings:

5.5.5.4 Larger scale drawings shall govern over smaller scale drawings.

5.5.5.5 Figured or numerical dimensions shall govern over dimensions obtained by scaling. Measurements from the drawings when scaled shall be subject to the approval of the Engineer.

5.5.5.6 In cases of discrepancies in the figures or drawings, the discrepancies shall be immediately referred to the Engineer without whose decision said discrepancy shall not be corrected by the Contractor save at its own risk and in the settlement of any complications arising from such adjustment without the knowledge and consent of the Engineer, the Contractor shall bear all extra expense involved.

5.5.5.7 Items shown on the drawings that are completely void in terms of description, details, quality and / or performance standards in both the drawings and specifications to make a price determination shall be considered an omission and the Contractor shall immediately refer same to the Engineer for a decision.

5.5.5.8 Where there is a conflict between the architectural sheets and the civil or landscaping or electrical sheets, etc., the conflict shall be considered a discrepancy and the Contractor shall immediately refer same to the Engineer for a decision.

5.5.5.9 Any requirement occurring in one or more of the sheets is as binding as though occurring in all applicable sheets.

5.6 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS - The Contractor shall carefully study and compare the Contract Documents with each other, with field conditions and with the information furnished by the State and shall at once report to the Engineer errors, conflicts, ambiguities, inconsistencies or omissions discovered. Should an item not be sufficiently detailed or explained in the Contract Documents, Contractor shall report and request the Engineer' clarification and interpretation. The Engineer will issue a clarification or interpretation that is consistent with the intent of and reasonably inferred from Contract Documents.

5.7 EXAMINATION OF DRAWINGS, SPECIFICATIONS, PROJECT SITE

5.7.1 The Contractor shall examine carefully the Project Site to become familiar with the conditions to be encountered in performing the Work and the requirements of the Contract Documents.

5.7.1.1 No extra compensation will be given by reason of the Contractor's misunderstanding or lack of knowledge of the requirements of the Work to be accomplished or the conditions to be encountered in performing the project.

5.7.1.2 No extra compensation will be given by reason of the Contractor's misunderstanding or lack of knowledge when the existence of differing site, subsurface or physical conditions could have been reasonably discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding requirements or Contract Documents to be conducted by or for the Contractor.

5.7.2 When the Contract Drawings include a log of test borings showing a record of the data obtained by the Department's investigation of subsurface conditions, said log represents only the opinion of the Department as to the character of material encountered in its test borings and at only

the location of each boring. The Contractor acknowledges that underground site conditions in Hawaii vary widely. There is no warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work or any part of it, or that other conditions may not occur.

5.7.3 Reference is made to the SPECIAL CONDITIONS for identification of subsurface investigations, reports, explorations and tests utilized by the State in preparation the Contract Documents. Such reports, drawings, boring logs etc. are not part of the Contract Documents.

5.8 COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT

5.8.1 Furnishing Drawings and Specifications - Contractor will be supplied up to twenty-four (24) copies of the Contract Drawings and Specifications. Contractor shall have and maintain at least one copy of the Contract Drawings and Specifications on the work site, at all times. Contractor shall cooperate with the Engineer, the Inspector(s), and other contractors in every possible way.

5.8.2 Superintendent - The Contractor shall have a competent superintendent or agent on the work site while work is being performed under the contract. The superintendent or agent shall be experienced in the type of project being undertaken and the work being performed. The superintendent or agent shall represent the Contractor and shall have the authority to act on behalf of the Contractor. Communications given to the superintendent or agent shall be as binding as if given to the Contractor.

5.8.2.1 If the superintendent or agent is not present at the work site, the Engineer shall have the right to suspend the work as described under Section 7.24 SUSPENSION OF WORK.

5.8.2.2 The Contractor shall file with the Engineer a written statement giving the name of the superintendent or agent assigned to the project. The Contractor shall be responsible for notifying the Engineer in writing of any change in the superintendent or agent.

5.8.2.3 The requirements of this subsection 5.8.2 may be waived by the Engineer.

5.8.3 Engineering Work - The Contractor shall properly and accurately lay out the work, perform all engineering work, and furnish all engineering materials and equipment required to establish and maintain all lines, grades, dimensions and elevations called for in the drawings or required in the progress of construction, unless otherwise noted in the contract documents. The Contractor will be held definitely and absolutely responsible for any errors in lines, grades, dimensions and elevations and shall at once, on instruction from the Engineer, correct and make good such errors or any errors, or faults in the work resulting from errors in engineering performed under the requirements of its contract to the entire satisfaction of the Engineer. Full compensation for the work shall be included in the prices paid for contract items of work. No additional allowance will be made for the correction of incorrect engineering work.

5.8.3.1 The Engineer shall furnish the requisite bench elevations.

5.8.3.2 The Contractor shall locate and verify all lines, grades, dimensions and elevations indicated on the drawings before any excavation, or construction begins. Any discrepancy shall be immediately brought to the attention of the Engineer, any change shall be made in accordance with the Engineer's instruction.

5.8.3.3 The Contractor shall verify all street survey monuments (horizontal and vertical alignment) prior to final acceptance by the Engineer in accordance with any governmental requirements.

5.8.3.4 The Contractor shall provide a surveyor or Civil Engineer licensed in the State of Hawaii to verify and establish all lines, grades, dimensions and elevations.

5.8.4 Use of Structure or Improvement - The Department shall have the right, at any time during construction of the structure or improvements, to enter same for the purpose of installing by government labor or by any other Contractor or utility any necessary work in connection with the installation of facilities, it being mutually understood and agreed, however, that the Contractors, utilities and the Department will, so far as possible work to the mutual advantage of all, where their several works in the above mentioned or in unforeseen instances touch upon or interfere with each other. As a convenience to those involved, the Engineer shall allocate the work and designate the sequence of construction in case of controversy between Contractors on separate projects under State jurisdiction.

5.8.4.1 The Department shall also have the right to use the structure, equipment, improvement or any part thereof, at any time after it is considered by the Engineer as available. In the event that the structure, equipment or any part thereof is so used, the Department shall be responsible for all expenses incidental to such use and any damages resulting from the Department's use.

5.8.4.2 Equipment warranty will commence to run before the work is complete when and if the Department begins actual use of the equipment for the purpose for which the equipment was designed and installed.

5.8.4.3 If the Department enters the structure for construction and/or occupancy and the Contractor is delayed because of interference by the Department or by extra work resulting from damage which the Contractor is not responsible for, or by extraordinary measures the Contractor must take to accommodate the Department, the Contractor shall be granted an extension of time in accordance with Section 7.21 CONTRACT TIME. However, if such use increases the cost or delays the completion of the remaining portions of work, the Contractor shall be entitled to such extra compensation or extension of time or both, as the State may determine to be proper. Any additional work necessary will be paid in accordance with Section 8.3 PAYMENT FOR ADDITIONAL WORK.

5.9 INSPECTION - The Engineer, the Department's consultants, Inspectors employed by the Department and other representatives duly authorized by the Department shall at all times have access to the work during its construction and shall

be furnished with every reasonable facility for ascertaining at any time that the materials and the workmanship are in accordance with the requirements and intentions of the contract.

All work done and all materials furnished shall be subject to inspection and acceptance.

5.9.1 Such inspection and approval may extend to all or part of the work, and to the preparation, fabrication or manufacture of the materials to be used. By entering into a contract for the supply of materials, equipment or performance of labor in connection with the Work, such Material and Equipment Supplier or Labor Contractor consents to and is subject to the terms of this Section 5.9 to the same extent as the Contractor.

5.9.2 Authority to Suspend Operations - The Inspector shall have the authority to suspend operations of any work being improperly performed by issuing a written order giving the reason for shutting down the work. Should the Contractor disregard such written order, the work done thereafter will not be accepted nor paid for.

5.9.3 The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill the contract as prescribed. Notwithstanding prior payment and acceptance by the Engineer, defective and nonconforming work shall be corrected to comply with the contract requirements. Unsuitable, unspecified or unapproved materials may be rejected.

5.9.4 Federal Agency Inspection - Projects financed in whole or in part with Federal funds shall be subject to inspection and corrective requirements at all times by the Federal Agency involved at no cost to the State.

5.10 REMOVAL OF DEFECTIVE, NON-CONFORMING AND UNAUTHORIZED WORK

5.10.1 All work which has been rejected as not conforming to the requirements of the Contract shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Any work done beyond the work limits shown on the drawings and specifications or established by the Engineer or any additional work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor expense.

5.10.2 Scheduling Corrective Work - The Contractor shall perform its corrective or remedial work at the convenience of the State and shall obtain the Engineer's approval of its schedule.

5.10.3 Failure to Correct Work - Upon failure on the part of the Contractor to comply promptly with any order of the Engineer made under the provisions of this Section 5.10, the Engineer shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, at the Contractor's expense, and to deduct the costs from any monies due or to become due the Contractor.

5.11 VALUE ENGINEERING INCENTIVE
§3-132 HAR amended by Act 149 SLH 1999 - On projects with contract amounts in excess of \$250,000, the following Value Engineering Incentive Clause shall apply to allow the

Contractor to share in cost savings that ensue from cost reduction proposals it submits.

5.11.1 The Value Engineering Incentive Clause applies to all Value Engineering Change Proposals (cost reduction proposals, hereinafter referred to as (VECP) initiated and developed by the Contractor for changing the drawings, designs, specifications or other requirements of this contract. This clause does not, however apply to any VECP unless it is identified as such by the Contractor at the time of its submission to the Engineer.

5.11.2 Value Engineering Change Proposal - All VECP must:

5.11.2.1 Result in a savings to the State of at least four thousand dollars (\$4,000) by providing less costly items than without impairing any essential functions and characteristics such as service life, reliability, economy of operation, ease of maintenance and all necessary features of the completed work.

5.11.2.2 Require, in order to be applied to this contract, a change order to this contract.

5.11.2.3 Not adversely impact on the schedule of performance or the contract completion date.

5.11.3 VECP Required Information - The VECP will be processed expeditiously and in the same manner as prescribed for any other change order proposal. As a minimum, the following information will be submitted by the Contractor with each proposal:

5.11.3.1 A description of the difference between the existing contract requirements and the VECP, and the comparative advantages and disadvantages of each including durability, service life, reliability, economy of operation, ease of maintenance, design safety standards, desired appearance, impacts due to construction and other essential or desirable functions and characteristics as appropriate;

5.11.3.2 An itemization of the requirements of the contract which must be changed if the VECP is adopted and a recommendation as to how to make each such change;

5.11.3.3 An estimate of the reduction in performance costs that will result from adoption of the VECP taking into account the costs of implementation by the Contractor, including any amounts attributable to subcontracts, and the basis for the estimate;

5.11.3.4 A prediction of any effects the VECP would have on other costs to the State, such as State furnished property costs, costs of related items, and costs of maintenance and operation over the anticipated life of the material, equipment, or facilities as appropriate; the construction schedule, sequence and time; and bid item totals used for evaluation and payment purposes;

5.11.3.5 A statement of the time by which a change order adopting the VECP must be issued so as to obtain the maximum cost reduction during the remainder of this contract noting any effect on the contract time; and

5.11.3.6 The dates of any previous submissions of the VECP, the numbers of any Government contracts under which submitted and the previous actions by the Government, if known.

5.11.4 Required Use of Licensed Architect or Engineer - When, in the judgment of the Engineer, a VECP alters the design prepared by a registered professional architect or engineer, the Contractor shall ensure the changes to be prepared are by or under the supervision of a licensed professional architect or engineer, and stamped and so certified.

5.11.5 Unless and until a change order applies a VECP to a contract, the Contractor shall remain obligated to perform in accordance with the terms of the contract and the Department shall not be liable for delays incurred by the Contractor resulting from the time required for the Department's determination of the acceptability of the VECP.

5.11.5.1 The determination of the Engineer as to the acceptance of any VECP under a contract shall be final.

5.11.6 Acceptance of VECP - The Engineer may accept in whole or in part any VECP submitted pursuant to this section by issuing a change order to the contract. Prior to issuance of the change order, the Contractor shall submit complete final contract documents similar to those of the original contract showing the accepted changes and the new design and features as well as the following:

5.11.6.1 Design calculations;

5.11.6.2 The design criteria used; and

5.11.6.3 A detailed breakdown of costs and expenses to construct or implement such revisions.

5.11.6.4 The change order will identify the final VECP on which it is based.

5.11.7 VECP Price Adjustments - When a VECP is accepted under a contract, an adjustment in the contract price shall be made in accordance with Section 4.4 PRICE ADJUSTMENT. The adjustment shall first be established by determining the effect on the Contractor's cost of implementing the change, including any amount attributable to subcontractors and to the Department's charges to the Contractor for architectural, engineering, or other consultant services, and the staff time required to examine and review the proposal. The contract price shall then be reduced by fifty percent (50%) of the net estimated decrease in the cost of performance.

5.11.8 The Contractor may restrict the Department's right to use the data or information or both, on any sheet of a VECP or of the supporting data, submitted pursuant to this paragraph, if it is stated on that sheet as follows:

5.11.8.1 "This data or information or both shall not be disclosed outside the Department or be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this VECP. This restriction shall not limit the Department's right to use this data or information or both if obtained from another source, or is otherwise available, without limitations. If this VECP is accepted by the Department by issuance of a change order after the use of this

data or information or both in such an evaluation, the Department shall have the right to duplicate, use and disclose any data or information or both pertinent to the proposal as accepted in any manner and for any purpose whatsoever and have others so do.”

5.11.9 In the event of acceptance of a VECP, the Department shall have all rights to use, duplicate or disclose in whole or in part in any manner and for any purpose whatsoever, and to have or permit others to do so, any data or information or both reasonably necessary to fully utilize such proposal.

5.11.10 The Contractor shall submit with each VECP all required information and provide all additional information as may be required by the Engineer to evaluate and implement the VECP. The cost for preparing the VECP shall be the Contractor’s responsibility, and any part of the Contractor’s cost for implementing the change shall be due only when the proposal is accepted and a change order is issued.

5.11.11 If the services of the Department’s architect, engineer or consultant is necessary to review and evaluate a VECP, the cost therefor shall be paid for by the Contractor.

5.11.12 Each VECP shall be evaluated as applicable to this contract, and past acceptance on another Department project for a similar item shall not be automatic grounds for approval.

5.11.13 The method by which the Contractor will share a portion of the cost savings from an accepted VECP shall be for this contract only, and no consideration shall be made for future acquisition, royalty type payment or collateral savings.

5.11.13.1 The Department may accept the proposed VECP in whole or in part. The Engineer shall issue a contract change order to identify and describe the accepted VECP.

5.12 SUBCONTRACTS - Nothing contained in the contract documents shall create a contractual relationship between the Department and any subcontractor.

5.12.1 Substituting Subcontractors - Contractors may enter into subcontracts only with subcontractors listed in the proposal or with non-listed joint contractors / subcontractors permitted under subsection 2.7.3. No subcontractor may be added or deleted and substitutions will be allowed only if the subcontractor:

5.12.1.1 Fails, refuses or is unable to enter into a subcontract; or

5.12.1.2 Becomes insolvent; or

5.12.1.3 Has its subcontractor’s license 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 Is unable to comply with other requirements of law applicable to contractors, subcontractors and public works projects.

5.12.2 Requesting Approval to Substitute a Subcontractor - Requests to substitute a subcontractor shall be submitted to the

Engineer for approval. Contractor agrees to hold the State harmless and indemnify the State for all claims, liabilities, or damages whatsoever, including attorney’s fees arising out of or related to the approval or disapproval of the substitution.

5.12.3 Once a subcontractor’s claim is established, should the Contractor intend to make the claim against the Department, it shall follow the procedure set forth under Section 7.25 DISPUTES AND CLAIMS.

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.

ARTICLE 6 - Control of Materials and Equipment

6.1 MATERIALS AND EQUIPMENT - Contractor shall furnish, pay for and install all material and equipment as called for in the drawings and specifications. Materials and equipment shall be new and the most suitable for the purpose intended unless otherwise specified. The State does not guarantee that the specified or pre-qualified product listed in the drawings and specifications are available at the time of bid or during the contract period.

6.2 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

6.2.1 Only materials conforming to the drawings and specifications and, when required by the contract have been accepted by the Engineer, shall be used. In order to expedite the inspection and testing of materials, at the request of the Engineer, the Contractor shall identify its proposed sources of materials within ten (10) days after notification by the Engineer.

6.2.2 At the option of the Engineer, the materials may be accepted by the Engineer at the source of supply before delivery is started. Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and tested in accordance with the methods referred to under samples and tests.

6.2.3 Engineer’s Authorization to Test Materials - Materials proposed to be used may be inspected and tested whenever the Engineer deems necessary to determine conformance to the specified requirements. The cost of testing shall be borne by the Contractor. However, should test results show that the material(s) is in compliance with the specified requirements, the cost of the testing will be borne by the State.

6.2.4 Unacceptable Materials - In the event material(s) are found to be unacceptable, the Contractor shall cease their use, remove the unacceptable material(s) that have already been installed or applied, and furnish acceptable materials all at no

additional cost to the State. No material which is in any way unfit for use shall be used.

6.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT AFTER BID OPENING

6.3.1 Substitution of materials and equipment before bid opening - Refer to Section 2.6 SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING. For materials and equipment submitted in compliance with Section 2.6, if after installing the substituted product, an unlisted variance is discovered, the Contractor shall immediately replace the product with a specified product at no cost to the State.

6.3.2 Substitution After Contract Award - Subject to the Engineer's determination if the material or equipment is equal to the one specified or prequalified, substitution of material or equipment may be allowed after the Letter of Award is issued only:

6.3.2.1 If the specified or prequalified item is delayed by unforeseeable contingencies beyond the control of the Contractor which would cause a delay in the project completion; or

6.3.2.2 If any specified or prequalified item is found to be unusable or unavailable due to a change by the manufacturer or other circumstances; or

6.3.2.3 If the Contractor desires to provide a more recently developed material, equipment, or manufactured model from the same named manufacturer than the one specified or prequalified; or

6.3.2.4 If the specified material and / or equipment inadvertently lists only a single manufacturer.

6.3.3 A substitution request after Contract Award shall be fully explained in writing. Contractor shall provide brochures showing that the substitute material and / or equipment is equal or better in essential features and also provide a matrix showing comparison of the essential features. Contractor shall justify its request and include quantities and unit prices involved, respective supplier's price quotations and such other documents necessary to fully support the request. Any savings in cost will be credited to the Department. Contractor shall absorb any additional cost for the substitute item(s) or for its installation. Submitting a substitution request, does not imply that substitutions, for brand name specified materials and equipment, will be allowed. The Engineer may reject and deny any request deemed irregular or not in the best interest of the Department. A request for substitution shall not in any way be grounds for an extension of contract time. At the discretion of the Engineer, a time extension may be granted for an approved substitution.

6.4 ASBESTOS CONTAINING MATERIALS - The use of materials or equipment containing asbestos is prohibited under this contract. Contractor warrants that all materials and equipment incorporated in the project are asbestos-free.

6.5 TEST SAMPLES

6.5.1 The Engineer may require any or all materials to be tested by means of samples or otherwise. Contractor shall

collect and forward samples requested by the Engineer. Contractor shall not use or incorporate any material represented by the samples until all required tests have been made and the material has been accepted. In all cases, the Contractor shall furnish the required samples without charge. Where samples are required from the completed work, the Contractor shall cut and furnish samples from the completed work. Samples so removed shall be replaced with identical material and refinished. No additional compensation will be allowed for furnishing test samples and their replacement with new materials.

6.5.2 Tests of the material samples will be made in accordance with the latest standards of the American Society for Testing and Materials (ASTM), as amended prior to the contract date unless otherwise provided. In cases where a particular test method is necessary or specifications and serial numbers are stipulated, the test shall be made by the method stated in the above-mentioned publication. Where the test reference is the American Association of State Highway and Transportation Officials (AASHTO), it means the specifications and serial numbers of the latest edition and amendments prior to the bid date.

6.5.3 The Engineer may retest any materials which have been tested and accepted at the source of supply after the same has been delivered to the work site. The Engineer shall reject all materials which, when retested, do not meet the requirements of the contract.

6.6 MATERIAL SAMPLES

6.6.1 The Contractor shall furnish all samples required by the drawings and specifications or that may be requested by the Engineer of any and all materials or equipment it proposes to use. Unless specifically required, samples are not to be submitted with the bid.

6.6.2 No materials or equipment of which samples are required shall be used on the Work until the Engineer has received and accepted the samples. If the Contractor proceeds to use such materials before the Engineer accepts the samples, the Contractor shall bear the risk.

6.6.3 Contractor shall furnish two (2) copies of a transmittal letter with each shipment of samples. The letter shall provide a list of the samples, the name of the building or work for which the materials are intended and the brands of the materials and names of the manufacturers. Also, each sample submitted shall have a label indicating the material represented, its place of origin, the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be marked to indicate where the materials represented are required by the drawings or specifications.

6.6.4 Acceptance of any sample(s) shall be only for the characteristics or for the uses named in such acceptance and for no other purpose. Acceptance of samples shall not change or modify any contract requirement. All samples will be provided by the Contractor at no extra cost to the Department. See also Section 5.4 SHOP DRAWINGS AND OTHER SUBMITTALS.

6.7 NON-CONFORMING MATERIALS - All materials not conforming to the requirements of these contract

documents, whether in place or not, shall be rejected and removed immediately from the site of work unless otherwise permitted by the Engineer in writing. No rejected material which has subsequently been made to conform shall be used unless and until written acceptance has been given by the Engineer. If the Contractor fails to comply forthwith with any order of the Engineer made under the provisions of this Section 6.7, the Engineer shall have the authority to remove and replace non-conforming materials and charge the cost of removal and replacement to the Contractor.

6.8 HANDLING MATERIALS - Contractor shall handle all materials to preserve their quality and fitness for work. Transport aggregates from the source or storage site to the work in tight vehicles to prevent loss or segregation of materials after loading and measuring.

6.9 STORAGE OF MATERIALS - Contractor shall store all materials to preserve their quality and fitness for the work. Unless otherwise provided, any portion of the project site within the Project Contract Limit not required for public travel, may be used for storage purposes and for the Contractor's plant and equipment. Any additional space required shall be provided by the Contractor at its expense subject to the Engineer's acceptance. Contractor shall store materials on wooden platforms or other hard, clean surfaces and covered to protect it from the weather and damage. Stored materials shall be located to allow prompt inspection.

6.10 PROPERTY RIGHTS IN MATERIALS - Nothing in the contract shall be construed to vest in the Contractor any right to any materials and equipment after such materials and equipment have been attached, affixed to, or placed in the work.

6.11 ASSIGNMENT OF ANTITRUST CLAIMS FOR OVERCHARGES FOR GOODS PURCHASED - Contractor (or Vendor) and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, Contractor hereby assigns to the Department any and all claims for such overcharges as to goods purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and any change order. In addition, Contractor warrants and represents that each of its first tier suppliers and subcontractors shall assign any and all such claims to the Department, subject to the aforementioned exception.

ARTICLE 7 - Prosecution and Progress

(Including Legal Relations And Responsibility)

7.1 PROSECUTION OF THE WORK

7.1.1 After approval of the contract by the Comptroller, a Notice to Proceed will be given to the Contractor as described in Section 3.10 NOTICE TO PROCEED. The Notice to Proceed will indicate the date the Contractor is expected to begin the construction and from which date contract time will be charged.

7.1.2 The Contractor shall begin work no later than ten (10) working days from the date in the Notice to Proceed and shall diligently prosecute the same to completion within the contract time allowed. The Contractor shall notify the Engineer at least three (3) working days before beginning work.

7.1.3 If any subsequent suspension and resumption of work occurs, the Contractor shall notify the Engineer at least twenty-four (24) hours before stopping or restarting actual field operations.

7.1.4 Working Prior to Notice to Proceed - The Contractor shall not begin work before the date in the Notice to Proceed. Should the Contractor begin work before receiving the Notice to Proceed, any work performed in advance of the specified date will be considered as having been done at the Contractor's risk and as a volunteer and subject to the following conditions:

7.1.4.1 Under no circumstances shall the Contractor commence work on site until it has notified the Engineer of its intentions and has been advised by the Engineer in writing that the project site is available to the Contractor. The project site will not be made available until the Contractor has complied with commencement requirements under Section 7.2 COMMENCEMENT REQUIREMENTS.

7.1.4.2 In the event the contract is not executed, the Contractor shall, at its own expense, do such work as is necessary to leave the site in a neat condition to the satisfaction of the Engineer. The Contractor shall not be reimbursed for any work performed.

7.1.4.3 All work done prior to the Notice to Proceed shall be performed in accordance with the contract documents, but will only be considered authorized work and be paid for as provided in the contract after the Notice to Proceed is issued.

7.1.5 For repairs and/or renovations of existing buildings, unless otherwise permitted by the Engineer, the Contractor shall not commence with the physical construction unless all or sufficient amount of materials are available for either continuous construction or completion of a specified portion of the work. When construction is started, the Contractor shall work expeditiously and pursue the work diligently until it is complete. If only a portion of the work is to be done in stages, the Contractor shall leave the area safe and usable for the user agency at the end of each stage.

7.2 COMMENCEMENT REQUIREMENTS - Prior to beginning work on site, the Contractor shall submit the following to the Engineer:

7.2.1 Identification of the Superintendent or authorized representative on the job site. Refer to Section 5.8 COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT.

7.2.2 Proposed Working Hours on the job. Refer to Section 7.5 NORMAL WORKING HOURS.

7.2.3 Permits and Licenses. Refer to Section 7.4 PERMITS AND LICENSES.

7.2.4 Schedule of Prices to be accepted for the agreed Monthly Payment Application. Unless the proposal provides unit price bids on all items in this project, the successful Bidder will be required, after the award of contract, to submit a schedule of prices for the various items of construction included in the contract. For projects involving more than a single building and / or facility, the breakdown cost shall reflect a separate schedule of prices for the various items of work for each building and/or facility. The sum of the prices submitted for the various items must equal the lump sum bid in the Bidder's proposal. This schedule will be subject to acceptance by the Engineer who may reject same and require the bidder to submit another or several other schedules if in the Engineer's opinion the prices are unbalanced or not sufficiently detailed. This schedule of prices shall be used for the purpose of determining the value of monthly payments due the Contractor for work installed complete in place; and may be used as the basis for determining cost and credit of added or deleted items of work, respectively.

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 Engineer 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 AND/OR PARTIAL PAYMENTS.

7.2.5 Proof of Insurance Coverage. Certificate of Insurance or other documentary evidence satisfactory to the Engineer that the Contractor has in place all insurance coverage required by the contract. Refer to Section 7.3 INSURANCE REQUIREMENTS.

7.2.6 Until such time as the above items are processed and approved, the Contractor shall not be allowed to commence on any operations unless authorized by the Engineer.

7.3 INSURANCE REQUIREMENTS

7.3.1 Obligation of Contractor - Contractor shall not commence any work until it obtains, at its own expense, all required herein insurance. Such insurance shall be provided by an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii. Coverage by a "Non-Admitted" carrier is permissible provided the carrier has a Best's Rating of "A-VII" or better.

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

7.3.3 Certificate(s) of Insurance acceptable to the State shall be filed with the Engineer 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 changes without giving the Engineer at least thirty (30) days prior written notice. If the State is to be an Additional Insured on any of the required insurance, it shall be so noted on the certificate. 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.

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

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

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

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

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

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 General liability insurance shall include the State as an Additional Insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess polices. Refer to SPECIAL CONDITIONS for any additional requirements.

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 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.

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. If the project falls within the State University System, The University of Hawaii shall 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. If the project falls within the State University System, The University of Hawaii shall 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

7.4 PERMITS AND LICENSES

7.4.1 The State or its representative may process Federal (e.g. Corps of Engineers), State and County Permit applications. The Contractor shall pick up the pre-processed Permits at the appropriate governmental agency and pay the required fees. Other permits necessary for the proper execution of the work such as utility connection permits, elevator installation permits etc., unless processed by the State and paid for by the Contractor, shall be obtained and paid for by the Contractor.

7.4.2 Until such time as the above permits are approved, the Contractor shall not be allowed to commence any operations without written approval of the Engineer.

7.4.3 The Engineer reserves the right to waive application and processing of the building permit.

7.5 NORMAL WORKING HOURS - Prior to beginning operations, unless otherwise established by the State, the Contractor shall notify the Engineer in writing of the time in hours and minutes, A.M. and P.M. respectively, at which it desires to begin and end the day's work. If the Contractor desires to change the working hours, it shall request the Engineer's approval three (3) consecutive working days prior to the date of the change.

7.6 HOURS OF LABOR (Section 104-2 Hawaii Revised Statutes)

7.6.1 No laborer or mechanic employed on the job site of any public work of the Department or any political sub-division thereof shall be permitted or required to work on Saturday,

Sunday or a legal holiday of the State or in excess of eight hours on any other day unless the laborer or mechanic receives overtime compensation for all hours worked on Saturday, Sunday and a legal holiday of the State or in excess of eight hours on any other day. For the purposes of determining overtime compensation under this Section 7.6, the basic hourly rate of any laborer or mechanic shall not be less than the basic hourly rate determined by the Department of Labor and Industrial Relations to be the prevailing basic hourly rate for corresponding classes of laborers and mechanics on projects of similar character in the Department.

7.6.2 Overtime compensation means, compensation based on one and one-half times the laborers or mechanics basic hourly rate of pay plus the cost to an employer of furnishing a laborer or mechanic with fringe benefits.

7.7 PREVAILING WAGES - (§ 104-2 HRS)

7.7.1 The Contractor shall at all times observe and comply with all provisions of Chapter 104, HRS, the significant requirements of which are emphasized in the Department of Labor and Industrial Relations Publication No. H104-3 entitled 'Requirements of Chapter 104, HRS Wages and Hours of Employees on Public Works Law'.

7.7.2 Wage Rate Schedule - The wage rate schedule is not physically enclosed in the bid documents. However, the wage rate schedule is incorporated herein by reference and made a part of the Bid and Contract Documents. Said wage rate schedule may be obtained from the Contracts Office, Department of Accounting and General Services, 1151 Punchbowl Street, Room 422, Honolulu, Hawaii or, via the FAX-ON-DEMAND system of the Department of Labor and Industrial Relations, phone number (808) 586-8695. When the bid documents are made available on respective neighbor islands, copies of the wage rate schedule may also be obtained from the office of the respective neighbor island DAGS District Office.

7.7.3 The Contractor or its subcontractor(s) shall pay all laborers and mechanics employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five (5) working days prior to the time of payment, at wage rates not less than those stated in the contract, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics. The wages stated in the contract shall not be less than the minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules. Any increase in wage rates, as determined by the Director of Labor and Industrial Relations and issued in the wage rate schedule, shall be applicable during the performance of the contract, in accordance with section 104-2(a) and (b), Hawaii Revised Statutes. Notwithstanding the provisions of the original contract, if the Director of Labor and Industrial Relations determines that prevailing wages have increased during the performance of the contract, the rate of pay of laborers and mechanics shall be raised accordingly.

7.7.4 The applicable wage rate schedule shall be physically included in the Contract Documents executed by the successful Bidder.

7.7.5 Posting Wage Rate Schedule - The rates of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the job site and a copy of such wages required to be posted shall be given to each laborer and mechanic employed under the contract by the Contractor at the time the person is employed thereunder, provided that where there is a collective bargaining agreement, the Contractor does not have to provide its employees the wage rate schedules. Any revisions to the schedule of wages issued by the Director of Labor and Industrial Relations during the course of the contract shall also be posted by the Contractor and a copy provided to each laborer and mechanic employed under the contract as required above.

7.7.6 The Comptroller may withhold from the Contractor so much of the accrued payments as the Comptroller may consider necessary to pay to laborers and mechanics employed by the Contractor or any subcontractor on the job site. The accrued payments withheld shall be the difference between the wages required by this contract and the wages actually received by such laborers or mechanics.

7.8 FAILURE TO PAY REQUIRED WAGES (§ 104-4, HRS) - If the Department finds that any laborer or mechanic employed on the job site by the Contractor or any subcontractor has been or is being paid wages at a rate less than the required rate by the contract, or has not received their full overtime compensation, the Department may, by written notice to the Contractor, terminate its right, or the right of any subcontractor, to proceed with the work or with the part of the work on which the required wages or overtime compensation have not been paid and may complete such work or part by contract or otherwise, and the Contractor and its sureties shall be liable to the Department for any excess costs occasioned thereby.

7.9 PAYROLLS AND PAYROLL RECORDS
(§ 104-3 HRS)

7.9.1 A certified copy of each weekly payroll shall be submitted to the Comptroller within seven (7) calendar days after the end of each weekly payroll period. Failure to do so on a timely basis shall be cause for disqualification from bidding in accordance with the provisions of Section 2.12 DISQUALIFICATION OF BIDDERS. The Contractor shall be responsible for the timely submission of certified copies of payrolls of all subcontractors. The certification shall affirm that payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision, any amendments thereto during the period of the contract, and that the classifications set forth for each laborer and mechanic conform with the work they performed.

7.9.2 Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the General Contractor and its subcontractors, if any, during the course of the work and preserved for a period of four (4) years thereafter. Such records shall contain the name of each employee, their correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. Such records shall be made available for

inspection at a place designated by the Comptroller, the Director of Labor and any authorized persons who may also interview employees during working hours on the job site.

7.9.3 Note that the falsification of certifications noted in this Section 7.9 may subject the Contractor or subcontractor to penalties and debarment under the laws referenced in Section 7.14 LAWS TO BE OBSERVED and / or criminal prosecution.

7.10 OVERTIME AND NIGHT WORK

7.10.1 Overtime work shall be considered as work performed in excess of eight (8) hours in any one day or work performed on Saturday, Sunday or legal holiday of the State. Overtime and night work are permissible when approved by the Engineer in writing, or as called for elsewhere within these GENERAL CONDITIONS.

7.10.2 Overtime Notification - Contractor shall inform the Engineer in writing at least two (2) working days in advance as to exactly what specific work is to be done during any overtime and night period to insure that proper inspection will be available.

7.10.3 In the event that work other than that contained in the above notification is performed and for which the Engineer determines State inspection services were necessary but not available because of the lack of notification, the Contractor may be required to remove all such work and perform the work over again in the presence of State inspection personnel.

7.10.4 Any hours worked in excess of the normal eight (8) working hours per day or on Saturdays, Sundays or legal State holidays will not be considered a working day.

7.10.5 The State hereby reserves the right to cancel the overtime, night, Saturday, Sunday or legal State holiday work when it is found that work during these periods is detrimental to the public welfare or the user agency.

7.11 OVERTIME AND NIGHT PAYMENT FOR STATE INSPECTION SERVICE

7.11.1 Whenever the Contractor's operations require the State's inspection and staff personnel to work overtime or at night, the Contractor shall reimburse the State for the cost of such services unless otherwise instructed in the Contract. The Engineer will notify the Contractor of the minimum number of required Department employees and other personnel engaged by the Department prior to the start of any such work. The costs chargeable to the Contractor shall include but not be limited to the following:

7.11.1.1 The cost of salaries which are determined by the State and includes overtime and night time differential for the Department's staff and inspection personnel. In addition to the cost of the salaries, the Contractor shall reimburse the State's share of contributions to the employee's retirement, medical plan, social security, vacation, sick leave, worker's compensation funds, per diem, and other applicable fringe benefits and overhead expenses.

7.11.1.2 The transportation cost incurred by the Department's staff and inspection personnel which are based

on established rental rates or mileage allowance in use by the Department for the particular equipment or vehicle.

7.11.1.3 Fees and other costs billed the State by Consultants engaged on the project for overtime and/or night time work.

7.11.2 Payment for Inspection Services - The monies due the Department for staff and inspection work and use of vehicles and equipment as determined in subsection 7.11.1 shall be deducted from the monies due or to become due the Contractor. In any and all events, the Contractor shall not pay the Department's employees directly.

7.12 LIMITATIONS OF OPERATIONS

7.12.1 Contractor shall at all times conduct the work in such manner and in such sequence as will insure the least practicable interference with pedestrian and motor traffic passageways. The Contractor shall furnish convenient detours and provide and plan all other appropriate signs, flashers, personnel, warnings, barricades and other devices for handling pedestrian and motor traffic.

7.12.2 In the event that other contractors are also employed on the job site, the Contractor shall arrange its work and dispose of materials so as not to interfere with the operations of the other contractors engaged upon adjacent work. The Contractor shall join its work to that of others and existing buildings in a proper manner, and in accordance with the drawings and specifications, and perform its work in the proper sequence in relation to that of others, all as may be directed by the Engineer.

7.12.3 Each Contractor shall be responsible for any damage done by it to work performed by another contractor. Each Contractor shall so conduct its operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

7.12.4 In the event that the Contractor fails to prosecute its work as provided in this Section 7.12 or disregards the directions of the Engineer, the Engineer may suspend the work until such time as the Contractor provides for the prosecution of the work with minimum interference to traffic and passageways or other contractors, adequate drainage, the repair of damage and complies with the direction of the Engineer. No payment will be made for the costs of such suspension.

7.13 ASSIGNMENT OR CHANGE OF NAME §3-125-14 HAR

7.13.1 Assignment - The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any part hereof or any right, title or interest herein or any monies due or to become due hereunder without the prior written consent of the Comptroller.

7.13.2 The Contractor may assign money due or to become due it under the contract and such assignment will be recognized by the Department, if given proper notice thereof, to the extent permitted by law; but any assignment of monies shall be subject to all proper set-offs in favor of the State and to all deductions provided in the contract and particularly all monies withheld or unpaid, whether assigned or not, shall be to use by the

Department for the completion of the work in the event that the Contractors should be in default therein.

7.13.3 Recognition of a Successor in Interest; Assignment - When in the best interest of the State, a successor in interest may be recognized in an assignment agreement in which the transferor and the transferee and the State shall agree that:

7.13.3.1 The transferee assumes all of the transferor's obligations;

7.13.3.2 Transferor remains liable for all obligations under the contract but waives all rights under the contract against the State; and

7.13.3.3 The transferor shall continue to furnish, and the transferee shall also furnish, all required bonds.

7.13.4 Change of Name - When a Contractor requests to change the name in which it holds a contract with the State, the Comptroller shall, upon receipt of a document indicating such change of name (for example: an amendment to the articles of incorporation of the corporation), enter into an agreement with the requesting Contractor to effect such a change of name. The agreement changing the name shall specifically indicate that no other terms and conditions of the contract are thereby changed.

7.13.5 All change of name or novation agreements effected hereunder other than by the Comptroller shall be reported to the Comptroller within thirty (30) days of the date that the agreement becomes effective.

7.13.6 Notwithstanding the provisions of paragraphs 7.13.3.1 through 7.13.3.3 above, when a Contractor holds contracts with more than one purchasing agency of the State, the novation or change of name agreements herein authorized shall be processed only through the Comptroller.

7.14 LAWS TO BE OBSERVED

7.14.1 The Contractor at all times shall observe and comply with all Federal, State and local laws or ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto before and after the date of this contract.

7.14.2 The Contractor shall defend, protect, hold harmless and indemnify the State and its Departments and Agencies and all their officers, representatives, employees or agents against any claim or liability arising from or based on the violation of any such laws, ordinances, rules and regulations, orders or decrees, whether such violation is committed by the Contractor or its Subcontractor(s) or any employee of either or both. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Contractor shall forthwith report the same to the Engineer in writing.

7.14.3 While the Contractor must comply with all applicable laws, attention is directed to: Wage and Hours of Employees on Public Works, Chapter 104, Hawaii Revised Statutes (HRS);

Hawaii Public Procurement Code, Authority to debar or suspend, Section 103D-702, HRS; Hawaii Employment Relations Act, Chapter 377, HRS; Hawaii Employment Security Law, Chapter 383, HRS; Worker's Compensation Law, Chapter 386, HRS; Wage and Hour Law, Chapter 387, HRS; Occupational Safety and Health, Chapter 396, HRS; and Authority to Debar or Suspend, Chapter 126, subchapter 2, Hawaii Administrative Rules (HAR).

7.15 PATENTED DEVICES, MATERIALS AND PROCESSES - If the Contractor desires to use any design, device, material, or process covered by letters of patent or copyright, the right for such use shall be procured by the Contractor from the patentee or owner. The Contractor shall defend, protect, indemnify and hold harmless the State and its Departments and Agencies, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright in connection with the work to be performed under the contract, shall defend, protect, indemnify and hold harmless the State and its Departments and Agencies for any costs, expenses and damages which it may be obligated to pay by reason of any such infringement at any time during the prosecution or after the completion of the work. This section shall not apply to any design, device, material or process covered by letters of patent or copyright, which the Contractor is required to use by the drawings or specifications.

7.16 SANITARY, HEALTH AND SAFETY PROVISIONS

7.16.1 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Boards of Health, or other bodies or tribunals having jurisdiction. Unless otherwise stated in the drawings or specifications, the Contractor shall install toilet facilities conveniently located at the job site and maintain same in a neat and sanitary condition for the use of the employees on the job site for the duration of the contract. The toilet facilities shall conform to the requirements of the State Department of Health. The cost of installing, maintaining and removing the toilet facilities shall be considered incidental to and paid for under various contract pay items for work or under the lump sum bids as the case may be, and no additional compensation will be made therefor. These requirements shall not modify or abrogate in any way the requirements or regulations of the State Department of Health.

7.16.2 Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to their health or safety.

7.17 PROTECTION OF PERSONS AND PROPERTY

7.17.1 Safety Precautions and Programs - The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

7.17.1.1 All persons on the Work site or who may be affected by the Work;

7.17.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor and its subcontractors; and

7.17.1.3 Other property at the site or adjacent thereto, including trees, shrubs lawns walks pavement, roadways structures, and utilities not designated for removal, relocation or replacement in the course of construction.

7.17.2 Contractor shall give notices and comply with applicable laws, ordinances, regulations, rules, and lawful orders of any public body having jurisdiction for the safety of persons or property or their protection from damage, injury or loss; and the Contractor shall erect and maintain reasonable safeguards for safety and protection, including posting danger signs, or other warnings against hazards.

7.17.3 The Contractor shall notify Owners of adjacent properties and of underground (or overhead) utilities when performing work which may affect the Owners; and shall cooperate with the Owners in the protection, removal and replacement of their property.

7.17.4 All damage, injury or loss to any property referred to in paragraphs 7.17.1.2 and 7.17.1.3 caused by the fault or negligence or damage or loss attributable to acts or omissions directly or indirectly in whole or part by the Contractor a subcontractor or any one directly or indirectly employed by them, or by anyone for whose acts they might be liable, shall be remedied promptly by the Contractor.

7.17.5 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the protection of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor

7.17.6 The Contractor shall not load or permit any part of the construction to be loaded so as to endanger its safety. The Contractor shall not injure or destroy trees or shrubs nor remove or cut them without permission of the Engineer. Contractor shall protect all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

7.17.7 In the event the Contractor encounters on the site, material reasonably believed to be asbestos or other hazard material that has not been rendered harmless, the Contractor shall stop work in the area and notify the Engineer promptly. The work in the affected area shall be resumed in the absence of hazard materials or when the hazard has been rendered harmless.

7.17.8 Emergencies - In an emergency affecting the safety and protection of persons or the Work or property at the site or adjacent thereto, Contractor without special instructions or authorization from the Engineer, shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Contractor shall give the Engineer prompt written notice of the emergency and actions taken. Additional compensation or extension of time claimed by the Contractor on account of an

emergency shall be determined under the provisions of Section 7.25 DISPUTES AND CLAIMS.

7.18 ARCHAEOLOGICAL SITES

7.18.1 Should historic sites such as walls, platforms, pavements and mounds, or remains such as artifacts, burials, concentration of charcoal or shells be encountered during construction, work shall cease in the immediate vicinity of the find and the find shall be protected from further damage. The Contractor shall immediately notify the Engineer and contact the State Historic Preservation Division which will assess the significance of the find and recommend the appropriate mitigation measures, if necessary.

7.18.2 When required, the Contractor shall provide and install any temporary fencing as shown on the drawings to protect archaeological sites within the project. The fencing shall be installed prior to any construction activity and shall be maintained by the Contractor for the duration of the project. Fence installation and maintenance shall be to the satisfaction of the Engineer. The Contractor shall remove the fencing upon completion of construction, or as directed by the Engineer.

7.18.3 No work shall be done within the temporary fencing area. If any construction work is done within the temporary fencing, the Contractor shall notify the Engineer immediately; and if the Contractor entered the archaeological site area without permission, it shall stop work in this area immediately. The Engineer shall notify the archaeologist to assess any damage to the area. The Contractor shall allow the archaeologist sufficient time to perform the field investigation.

7.18.4 Any site requiring data recovery within the project shall not be disturbed until data recovery is completed.

7.19 RESPONSIBILITY FOR DAMAGE CLAIMS; INDEMNITY

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

7.19.2 The Contractor agrees that it will not attempt to hold the State and its Departments and Agencies and their officers, representatives, employees or agents, liable or responsible for any losses or damages to third parties from the action of the elements, the nature of the work to be done under these GENERAL CONDITIONS or from any unforeseen

obstructions, acts of God, vandalism, fires or encumbrances which may be encountered in the prosecution of the work.

7.19.3 The Contractor shall pay all just claims for materials, supplies, tools, labor and other just claims against the Contractor or any subcontractor in connection with this contract and the surety bond will not be released by final acceptance and payment by the Department unless all such claims are paid or released. The Department may, but is not obligated to, withhold or retain as much of the monies due or to become due the Contractor under this contract considered necessary by the Engineer to cover such just claims until satisfactory proof of payment or the establishment of a payment plan is presented.

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

7.20 CHARACTER OF WORKERS OR EQUIPMENT

7.20.1 The Contractor shall at all times provide adequate supervision and sufficient labor and equipment for prosecuting the work to full completion in the manner and within the time required by the contract.

7.20.2 Character and Proficiency of Workers - All workers shall possess the proper license and / or certification, job classification, skill and experience necessary to properly perform the work assigned to them. All workmen engaged in special work or skilled work such as bituminous courses or mixtures, concrete pavement or structures, electrical installation, plumbing installation, or in any trade shall have sufficient experience in such work and in the operation of the equipment required to properly and satisfactorily perform all work. All workers shall make due and proper effort to execute the work in the manner prescribed in these GENERAL CONDITIONS, otherwise, the Engineer may take action as prescribed herein.

7.20.2.1 Any worker employed on the project by the Contractor or by any subcontractor who, in the opinion of the Engineer, is not careful and competent, does not perform its work in a proper and skillful manner or is disrespectful, intemperate, disorderly or neglects or refuses to comply with directions given, or is otherwise objectionable shall at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such worker and shall not be employed again in any portion of the work without the written consent of the Engineer. Should the Contractor or subcontractor continue to employ, or again employ such person or persons on the project, the Engineer may withhold all payments which are or may become due, or the Engineer may suspend the work until the Engineer's orders are followed, or both.

7.20.3 Insufficient Workers - A sufficient number of workers shall be present to ensure the work is accomplished at an acceptable rate. In addition, the proper ratio of apprentice to journey worker shall be maintained to ensure the work is properly supervised and performed. In the event that the Engineer finds insufficient workers are present to accomplish

the work at an acceptable rate of progress or if a adequate number of journey workers are not present and no corrective action is taken by the Contractor after being informed in writing, the Engineer may terminate the contract as provided for under Section 7.27 TERMINATION OF CONTRACT FOR CAUSE.

7.20.4 Equipment Requirements - All equipment furnished by the Contractor and used on the work shall be of such size and of such mechanical condition that the work can be performed in an acceptable manner at a satisfactory rate of progress and the quality of work produced will be satisfactory.

7.20.4.1 Equipment used on any portion of the project shall be such that no injury to the work, persons at or near the site, adjacent property or other objects will result from its use.

7.20.4.2 If the Contractor fails to provide adequate equipment for the work, the contract may be terminated as provided under Section 7.27 TERMINATION OF CONTRACT FOR CAUSE.

7.20.4.3 In the event that the Contractor furnishes and operates equipment on a force-account basis, it shall be operated to obtain maximum production under the prevailing conditions.

7.21 CONTRACT TIME

7.21.1 Time is of the essence for this contract.

7.21.2 Calculation of Contract Time - When the contract time is on a working day basis, the total contract time allowed for the performance of the work shall be the number of working days shown in the contract plus any additional working days authorized in writing as provided hereinafter. Refer to Article 1 DEFINITIONS for the definition of Working Day. The count of elapsed working days to be charged against contract time, shall begin from the date of Notice to Proceed and shall continue consecutively to the date of Project Acceptance determined by the Engineer. When the contract completion time is a fixed calendar date, it shall be the date on which all work on the project shall be completed. Maintenance periods are not included within the contract time unless specifically noted in the Contract Documents.

7.21.3 Modifications of Contract Time §3-125-4 HAR

7.21.3.1 Extensions - For increases in the scope for work caused by alterations and additional work made under Section 4.2 CHANGES, the Contractor will be granted a time extension only if the changes increase the time of performance for the Contract. If the Contractor believes that an extension of time is justified and is not adequately provided for in a Field Order, it must request the additional time sought in writing when the detailed cost breakdown required by Section 4.2 CHANGES, is submitted. The Contractor must show how the time of performance for the critical path will be affected and must also support the time extension request with schedules and statements from its subcontractors, suppliers, and/or manufacturers. Compensation for any altered or additional work will be paid as provided in Section 4.2 CHANGES.

7.21.3.2 The Department may direct changes to the work at any time until the work is finally accepted. The issuance of a Field Order at any time may alter or modify the contract duration only by the days specified therein; or if not specified therein, for the days the critical path must be extended for the change. Additional time to perform the extra work will be added to the time allowed in the contract without regard to the date the change directive was issued, even if the contract completion date has passed. A change requiring time will not constitute a waiver of pre-existing Contractor delay.

7.21.4 Delay for Permits - For delays beyond the control of the Contractor in obtaining necessary permits, one day extension for each day delay may be granted by the Engineer, provided the Contractor notifies the Engineer that the permits are not available, as soon as the delay occurs. Time extensions shall be the exclusive relief granted on account of such delays. No additional compensation will be paid for these time extensions.

7.21.5 Delays Beyond Contractor's Control
§3-125-18(4) - For delays affecting the critical path caused by acts of God, or the public enemy, fire, unusually severe weather, earthquakes, floods, epidemics, quarantine restrictions, labor disputes, freight embargoes and other reasons beyond the Contractor's control, the Contractor may be granted an extension of time provided that:

7.21.5.1 The Contractor notifies the Engineer in writing within five (5) work days after the occurrence of the circumstances described above and states the possible effects on the completion date of the contract.

7.21.5.2 No time extension will be granted for weather conditions other than unusually severe weather occurrences, and floods.

7.21.5.3 The Contractor, if requested, submits to the Engineer within ten (10) work days after the request, a written statement describing the delay to the project. The extent of delay must be substantiated as follows:

- (a) State specifically the reason or reasons for the delay and fully explain in a detailed chronology the effect of this delay to the work and/or the completion date.
- (b) Submit copies of purchase order, delivery tag, and any other pertinent documentation to support the time extension request.
- (c) Cite the period of delay and the time extension requested.
- (d) A statement either that the above circumstances have been cleared and normal working conditions restored as of a certain day or that the above circumstances will continue to prevent completion of the project.

7.21.5.4 Time extensions shall be the exclusive relief granted and no additional compensation will be paid the Contractor for such delays.

7.21.6 Delays in Delivery of Materials - For delays in delivery of materials and / or equipment which occur as a result of unforeseeable causes beyond the control and without fault or

negligence of both the Contractor, its subcontractor(s) or supplier(s), the Contractor may be granted an extension of time provided that it complies with the following procedures.

7.21.6.1 The Contractor must notify the Engineer in writing within five (5) consecutive working days after it first has any knowledge of delays or anticipated delays and state the effects such delays may have on the completion date of the contract.

7.21.6.2 The Contractor, if requested, must submit to the Engineer within ten (10) working days after a firm delivery date for the material and equipment is established, a written statement as to the delay to the progress of the project. The delay must be substantiated as follows:

- (a) State specifically the reason or reasons for the delay. Explain in a detailed chronology the effect of this delay to the other work and / or the completion date.
- (b) Submit copies of purchase order(s), factory invoice(s), bill(s) of lading, shipping manifest(s), delivery tag(s) and any other pertinent correspondence to support the time extension request.
- (c) Cite the start and end date of the delay and the days requested therefore. The delay shall not exceed the difference between the originally scheduled delivery date versus the actual delivery date.

7.21.6.3 Time extensions shall be the exclusive relief granted and no additional compensation will be paid the Contractor on account of such delay.

7.21.7 Delays For Suspension of Work - Delay during periods of suspension of the work by the Engineer shall be computed as follows:

7.21.7.1 When the performance of the work is totally suspended for one or more days (calendar or working days, as appropriate) by order of the Engineer in accordance with paragraphs 7.24.1.1, 7.24.1.2, 7.24.1.4 or 7.24.1.6 the number of days from the effective date of the Engineer's order to suspend operations to the effective date of the Engineer's order to resume operations shall not be counted as contract time and the contract completion date will be adjusted. Should the Contractor claim for additional days in excess of the suspension period, Contractor shall provide evidence justifying the additional time. During periods of partial suspensions of the work, the Contractor will be granted a time extension only if the partial suspension affects the critical path. If the Contractor believes that an extension of time is justified for a partial suspension of work, it must request the extension in writing at least five (5) working days before the partial suspension will affect the critical operation(s) in progress. The Contractor must show how the critical path was increased based on the status of the work and must also support its claim, if requested, with statements from its subcontractors. A suspension of work will not constitute a waiver of pre-existing Contractor delay.

7.21.8 Contractor Caused Delays - No time extension will be considered for the following:

7.21.8.1 Delays in performing the work caused by the Contractor, subcontractor and / or supplier.

7.21.8.2 Delays in arrival of materials and equipment caused by the Contractor, subcontractor and / or supplier in ordering, fabricating, delivery, etc.

7.21.8.3 Delays requested for changes which the Engineer determines unjustifiable due to the lack of supporting evidence or because the change is not on the critical path.

7.21.8.4 Delays caused by the failure of the Contractor to submit for review and acceptance by the Engineer, on a timely basis, shop drawings, descriptive sheets, material samples, color samples, etc. except as covered in subsection 7.21.5 and 7.21.6.

7.21.8.5 Failure to follow the procedure within the time allowed to qualify for a time extension.

7.21.8.6 Days the Contractor is unable to work due to normal rainfall or other normal bad weather day conditions.

7.21.9 Reduction in Time - If the Department deletes any portion of the work, an appropriate reduction of contract time may be made in accordance with Section 4.2 CHANGES.

7.22 CONSTRUCTION SCHEDULE

7.22.1 The Contractor shall submit its detailed construction schedule to the Engineer prior to the start of the work. The purpose of the schedule is to allow the Engineer to monitor the Contractor's progress on the work. The schedule shall account for normal inclement weather, unusual soil or other conditions that may influence the progress of the work, schedules and coordination required by any utility, off or on site fabrications, and all other pertinent factors that relate to progress.

7.22.2 Submittal of and the Engineer's receipt of the construction schedule shall not imply the Department's approval of the schedule's breakdown, its individual elements, and any critical path that may be shown. Any acceptance or approval of the schedule 1) shall be for general format only and not for sequences or durations thereon, and 2) shall not be deemed an agreement by the Department that the construction means, methods and resources shown on the schedule will result in work that conforms to the contract requirements. The Contractor has the risk of all elements (whether or not shown) of the schedule and its execution. Additional compensation shall not be due the Contractor in the event that deviations from the Contractor's schedule, caused by any design revisions required to resolve site conditions or State, County, or utility requirements, affect the efficiency of its operations.

7.22.3 In the event the Contractor submits and the Department receives an accelerated schedule (shorter than the contract time), such will not constitute an agreement to modify the contract time or completion date, nor will the receipt, acceptance or approval of such a schedule incur any obligation by the Department.

7.22.4 Caution - The Department will not be responsible if the Contractor does not meet its accelerated schedule.

7.22.5 The requirements of this Section 7.22 CONSTRUCTION SCHEDULE may be waived by the Engineer.

7.23 STATEMENT OF WORKING DAYS - For all contracts on a working day basis, the Contractor will submit a statement of the number of working days for each month together with the Monthly Payment Application. The Monthly Payment Application will not be processed without the statement of working days.

7.24 SUSPENSION OF WORK §3-125-7 HAR

7.24.1 Procedure to be followed - The Engineer may, by written order, suspend the performance of the Work up to thirty (30) days and the Comptroller, for an unlimited number of days, either in whole or in part for any cause, including but not limited to:

7.24.1.1 Weather or excess bad weather days, considered unsuitable by the Engineer for prosecution of the work; or

7.24.1.2 Soil Conditions considered unsuitable by the Engineer for prosecution of the work; or

7.24.1.3 Failure of the Contractor to:

- (a) Correct conditions unsafe for the general public or for the workers;
- (b) Carry out orders given by the Engineer;
- (c) Perform the work in strict compliance with the provisions of the contract; or
- (d) Provide a qualified Superintendent on the jobsite as described under Section 5.8 COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT.

7.24.1.4 When any redesign is deemed necessary by the Engineer; or

7.24.1.5 Disturbance due to noise, odors or dust arising from the construction even if such disturbance does not violate the section on Environmental Protection contained in the specifications; or

7.24.1.6 The convenience of the State.

7.24.2 Partial, Total Suspension of Work - Suspension of work on some but not all items of work shall be considered a partial suspension. Suspension of work on the entire work at the job site shall be considered total suspension. The period of suspension shall be computed as set forth in subsection 7.21.7 -Delays for Suspension of Work.

7.24.3 Payment §3-125-7 HAR

7.24.3.1 In the event that the Contractor is ordered by the Engineer in writing as provided herein to suspend all work under the contract in accordance with paragraphs 7.24.1.4 or 7.24.1.6, the Contractor may be reimbursed for actual direct costs incurred on work at the jobsite, as authorized in writing

by the Engineer, including costs expended for the protection of the work. Payment for equipment which must standby during such suspension of work shall be made as described in clause 8.3.4.5.(e). No payment will be made for profit on any suspension costs. An allowance of five percent (5%) will be paid on any reimbursed actual costs for indirect categories of delay costs, including extended branch and home-office overhead and delay impact costs.

7.24.3.2 However, no adjustment to the contract amount or time shall be made under this Section 7.24 for any suspension, delay, or interruption:

- (a) To the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or
- (b) For which an adjustment is provided for or excluded under any other provision of this Contract.

7.24.3.3 Any adjustment in contract price made pursuant to this subsection shall be determined in accordance with this Section 7.24 and Section 4.2 CHANGES.

7.24.3.4 Claims for such compensation shall be filed with the Engineer within ten (10) calendar days after the date of the order to resume work or such claims will be waived by the Contractor. Together with the claim, the Contractor shall submit substantiating documents supporting the entire amount shown on the claim. The Engineer may make such investigations as are deemed necessary and shall be the sole judge of the claim and the Engineer's decision shall be final.

7.24.4 Claims Not Allowed - No claim under this Section 7.24 shall be allowed:

7.24.4.1 For any direct costs incurred more than twenty (20) days before the Contractor shall have notified the Engineer in writing of any suspension that the Contractor considered compensable. This requirement shall not apply as to a claim resulting from a suspension order under paragraphs 7.24.1.4 or 7.24.1.6, and

7.24.4.2 Unless the claim is asserted in writing within ten (10) calendar days after the termination of such suspension, delay, or interruption, but in no case not later than the date of final payment under the contract.

7.24.4.3 No provision of this Section 7.24 shall be construed as entitling the Contractor to compensation for delays due to failure of surety, for suspensions made at the request of the Contractor, for any delay required under the Contract, for partial suspension of work or for suspensions made by the Engineer under the provisions of paragraphs 7.24.1.1, 7.24.1.2, 7.24.1.3 and 7.24.1.5.

7.25 DISPUTES AND CLAIMS §3-126-31 HAR

7.25.1 Required Notification - As a condition precedent for any claim, the Contractor must give notice in writing to the Engineer in the manner and within the time periods stated in Section 4.2 CHANGES for claims for extra compensation,

damages, or an extension of time due for one or more of the following reasons:

7.25.1.1 Requirements not clearly covered in the contract, or not ordered by the Engineer as an extra;

7.25.1.2 Failure by the State and Contractor to agree to an Oral Order or an adjustment in price or contract time for a Field Order or a Change Order issued by the State;

7.25.1.3 An action or omission by the Engineer requiring performance changes beyond the scope of the contract;

7.25.1.4 Failure of the State to issue a Field Order for controversies within the scope of Section 4.2 CHANGES.

7.25.1.5 For any other type of claim, the Contractor shall give notice within the time periods set forth in contract provisions pertaining to that event. If no specific contract provisions pertain to the claim, then the written notice of claim must be submitted within fifteen (15) days of the event giving rise to the claim.

7.25.2 Continued Performance of Work - The Contractor shall at all times continue with performance of the contract in full compliance with the directions of the Engineer. Continued performance by the Contractor shall not be deemed a waiver of any claim for additional compensation, damages, or an extension of time for completion, provided that the written notice of claim is submitted in accordance with subsection 7.25.1

7.25.3 The requirement for timely written notice shall be a condition precedent to the assertion of a claim.

7.25.4 Requirements for Notice of Claim -The notice of claim shall clearly state the Contractor's intention to make claim and the reasons why the Contractor believes that additional compensation, changes or an extension of time may be remedies to which it is entitled. At a minimum, it shall provide the following:

7.25.4.1 Date of the protested order, decision or action;

7.25.4.2 The nature and circumstances which caused the claim;

7.25.4.3 The contract provision that support the claim;

7.25.4.4 The estimated dollar cost, if any, of the protested work and how that estimate was determined; and

7.25.4.5 An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

7.25.5 If the protest or claim is continuing, the information required in subsection 7.25.4 above shall be supplemented as requested by the Engineer.

7.25.6 Final Statement for Claim - The Contractor shall provide a final written statement of the actual adjustment in contract price and/or contract time requested for each notice of claim. Such statement shall clearly set forth that it is the final statement for that notice of claim. All such final statements shall

be submitted within thirty (30) days after completion of the work that is the subject of the claim, but in no event no later than thirty (30) days after the Project Acceptance Date or the date of termination of the Contractor, whichever comes first.

7.25.7 All claims of any nature are barred if asserted after final payment under this contract has been made, except as provided under Section 8.9 CLAIMS ARISING OUT OF PAYMENT FOR REQUIRED WORK.

7.25.8 Contractor may protest the assessment or determination by the Engineer of amounts due the State from the Contractor by providing a written notice to the Engineer within thirty (30) days of the date of the Engineer's written assessment or determination. Said notice shall comply with all requirements of subsections 7.25.4 and 7.25.6 above. The requirement of such notice cannot be waived and it is a condition precedent to any claim by the Contractor. Failure to comply with these notice provisions constitutes a waiver of any claim.

7.25.9 In addition to the requirements of subsections 7.25.4, 7.25.6, and 7.25.8, all final written statements of claim shall be certified. This certification requirement applies to the Contractor without exception, including, but not limited to, situations involving "pass through" claims of subcontractors or suppliers. The certification must be executed by a person duly authorized to bind the Contractor with respect to the claim. The certification shall state as follows:

7.25.9.1 "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the State is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

7.25.10 Decision on Claim / Appeal - The decision of the Engineer on the claim shall be final and conclusive, unless fraudulent, or unless the Contractor delivers to the Comptroller a written appeal of the Engineer's decision. Said appeal shall be delivered to the Comptroller no later than thirty (30) days after the date of the Engineer's decision.

7.25.10.1 In that event, the decision of the Comptroller 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 (6) months from the date of the Comptroller's decision.

7.25.11 Payment and Interest - The amount determined payable pursuant to the decision, less any portion already paid, normally should be paid without awaiting Contractor action concerning appeal. Such payments shall be without prejudice to the rights of either party. Interest on amounts ultimately determined to be due to a Contractor shall be payable at the Statutory rate applicable to judgments against the State under Chapter 662, HRS from the date of receipt of a properly certified final written statement of actual adjustment required until the date of decision; except, however, that if an action is initiated in circuit court, interest under this Section 7.25 shall only be calculated until the time such action is initiated. Interest on amounts due the State from the Contractor shall be payable at the same rate from the date of issuance of the Engineer's

notice to the Contractor. Where such payments are required to be returned by a subsequent decision, interest on such payments shall be paid at the statutory rate from the date of payment.

7.25.12 Contractor shall comply with any decision of the Engineer and proceed diligently with performance of this contract pending final resolution by a circuit court of this State of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of contract by the State; provided that in any event the Contractor shall proceed diligently with the performance of the contract where the Engineer has made a written determination that continuation of work under the contract is essential to the public health and safety.

7.25.13 Waiver of Attorney's Fees - In the event of any litigation arising under, or by virtue of, this contract, the Contractor and the State agree to waive all claims against each other for attorney's fees and agree to refrain from seeking attorney's fees as part of any award or relief from any court.

7.26 FAILURE TO COMPLETE THE WORK ON TIME

7.26.1 Completion of the work within the required time is important because delay in the prosecution of the work will inconvenience the public and interfere with the State's business. In addition, the State will be damaged by the inability to obtain full use of the completed work and by increased engineering, inspection, superintendence, and administrative services in connection with the work. Furthermore, delay may detrimentally impact the financing, planning, or completion of other State projects because of the need to devote State resources to the project after the required completion date. The monetary amount of such public inconvenience, interference with State business, and damages, is difficult, if not impossible, to accurately determine and precisely prove. Therefore, it is hereby agreed that the amount of such damages shall be the appropriate sum of liquidated damages as set forth below.

7.26.1.1 When the Contractor fails to complete the Work or any portion of the Work within the time or times fixed in the contract or any extension thereof, it is agreed the Contractor shall pay liquidated damages to the Department based upon the amount stated in the Specification Section 00800 SPECIAL CONDITIONS.

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 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.

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 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.

7.26.1.4 The Engineer shall assess the total amount of liquidated damages in accordance with the amount stated in the Specification Section 00800 SPECIAL CONDITIONS and provide written notice of such assessment to the Contractor.

7.26.2 Acceptance of Liquidated Damages -The assessment of liquidated damages by the Engineer shall be accepted by the parties hereto as final, unless the Contractor delivers a written appeal of the Engineer's decision in accordance with subsection 7.25.10 requirements. Any allowance of time or remission of charges or liquidated damages shall in no other manner affect the rights or obligations of the parties under this contract nor be construed to prevent action under Section 7.27 TERMINATION OF CONTRACT FOR CAUSE. If the Department terminates the Contractor's right to proceed, the resulting damage will include such liquidated damages for such time as may be required for final completion of the work after the required contract completion date.

7.26.3 Payments for Liquidated Damages -Liquidated damages shall be deducted from monies due or that may become due to the Contractor under the contract or from other monies that may be due or become due to the Contractor from the State.

7.27 TERMINATION OF CONTRACT FOR CAUSE §3-125-18 HAR

7.27.1 Default - If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this contract, or any extension thereof, fails to complete the work within such time, or commits any other material breach of this contract, and further fails within seven (7) days after receipt of written notice from the Engineer to commence and continue correction of the refusal or failure with diligence and promptness, the Comptroller may, by written notice to the Contractor, declare the Contractor in breach and terminate the Contractor's right to proceed with the work or the part of the work as to which there has been delay or other breach of contract. In such event, the Department may take over the work and perform the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, the materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's sureties shall be liable for any damage to the Department resulting from the Contractor's refusal or failure to complete the work within the specified time.

7.27.2 Additional Rights and Remedies - The rights and remedies of the Department provided in this contract are in addition to any other rights and remedies provided by law.

7.27.3 Costs and Charges

7.27.3.1 All costs and charges incurred by the Department, together with the cost of completing the work under contract, will be deducted from any monies due or which would or might have become due to the Contractor had it been allowed to complete the work under the contract. If such expense exceeds the sum which would have been payable under the

contract, then the Contractor and the surety shall be liable and shall pay the Department the amount of the excess.

7.27.3.2 In case of termination, the Comptroller shall limit any payment to the Contractor to the part of the contract satisfactorily completed at the time of termination. Payment will not be made until the work has satisfactorily been completed and the tax clearance required by Section 8.8 FINAL PAYMENT is submitted by the Contractor. Termination shall not relieve the Contractor or Surety from liability for liquidated damages.

7.27.4 Erroneous Termination for Cause - If, after notice of termination of the Contractor's right to proceed under this Section 7.27, it is determined for any reason that good cause did not exist to allow the Department to terminate as provided herein, the rights and obligations of the parties shall be the same as, and the relief afforded the Contractor shall be limited to, the provisions contained in Section 7.28 TERMINATION FOR CONVENIENCE.

7.28 TERMINATION FOR CONVENIENCE
§3-125-22 HAR

7.28.1 Termination - The Comptroller may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Comptroller shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

7.28.2 Contractor's Obligations - The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work subject to the State's approval. The Comptroller may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination.

7.28.3 Right to Construction and Goods - The Comptroller may require the Contractor to transfer title and delivery to the State in the manner and to the extent directed by the Comptroller, the following:

7.28.3.1 Any completed work; and

7.28.3.2 Any partially completed construction, goods, materials, parts, tools, dies, jigs, fixtures, drawings, information, and contract rights (hereinafter called "construction material") that the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

7.28.3.3 The Contractor shall protect and preserve all property in the possession of the Contractor in which the State has an interest. If the Comptroller does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction material for the

Department's account in accordance with the standards of section 490:2-706, HRS.

7.28.4 Compensation

7.28.4.1 Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by subchapter 15, chapter 3-122, HAR. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Comptroller may pay the Contractor, if at all, an amount set in accordance with paragraph 7.28.4.3.

7.28.4.2 The Comptroller and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of construction, supplies, and construction materials under paragraph 7.28.3.3 of this Section, and the contract price of the work not terminated.

7.28.4.3 Absent complete agreement, the Comptroller shall pay the Contractor the following amounts, less any payments previously made under the contract.

- (a) The cost of all contract work performed prior to the effective date of the notice of termination work plus a five percent (5%) markup on the actual direct costs, including amounts paid to subcontractor, less amounts previously paid or to be paid for completed portions of such work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss. No anticipated profit or consequential damage will be due or paid.
- (b) Subcontractors shall be paid a markup of ten percent (10%) on their direct job costs incurred to the date of termination. No anticipated profit or consequential damage will be due or paid to any subcontractor. These costs must not include payments made to the Contractor for subcontract work during the contract period.
- (c) In any case, the total sum to be paid the Contractor shall not exceed the total contract price reduced by the amount of any sales of construction supplies, and construction materials.

7.28.4.4 Costs claimed, agreed to, or established by the State shall be in accordance with chapter 3-123, HAR.

7.29 CORRECTING DEFECTS - If the Contractor fails to commence to correct any defects of any nature, within ten (10) working days after the correction thereof has been requested in writing by the State, and thereafter to expeditiously complete the correction of said defects, the Engineer may without further notice to the Contractor or surety and without termination of contract, correct the defects and deduct the cost thereof from the contract price.

7.30 FINAL CLEANING - Before final inspection of the work, the Contractor shall clean all ground occupied by the Contractor in connection with the Work of all rubbish, excess materials, temporary structures and equipment, and all parts of the work must be left in a neat and presentable condition to the satisfaction of the Engineer. However, the Contractor shall not remove any warning and directional signs prior to the formal acceptance by the Engineer. Full compensation for final cleaning will be included in the prices paid for the various items of work or lump sum bid, as the case may be, and no separate payment will be made therefor.

7.31 SUBSTANTIAL COMPLETION, AND FINAL INSPECTION - Before the Department accepts the project as being completed, unless otherwise stipulated by the Engineer, the following procedure shall be followed:

7.31.1 Substantial Completion:

7.31.1.1 The Contractor and its subcontractors shall inspect the project to confirm whether the Project is Substantially Complete. This inspection effort shall include the testing of all equipment and providing a Punchlist that identifies deficiencies which must be corrected. Contractor shall make the corrections and if required repeat the procedure. Also, the Contractor shall schedule final Building, Plumbing, Electrical, Elevator, Fire and other required inspections and obtain final approvals.

- (a) When in compliance with the above requirements, the Contractor shall notify the Engineer in writing that project is Substantially Complete and ready for a Final Inspection. Along with the Substantial Completion notification, the Contractor shall provide its Punchlist(s) with the status of the deficiencies and dates when the deficiencies were corrected. The Project Inspector and / or the Engineer shall make a preliminary determination whether project is Substantially Complete.
- (b) If the Project is not Substantially Complete, the Engineer shall inform the Contractor. The Contractor shall identify deficiencies which must be corrected, update its Punchlist, make the necessary corrections and repeat the previous step. After completing the necessary work, the Contractor shall notify the Engineer in writing that Punchlist deficiencies have been corrected and the project is ready for a Final Inspection.
- (c) If the Project is Substantially Complete, the Engineer shall schedule a Final Inspection within fifteen (15) days of the Contractor's notification letter or as otherwise determined by the Engineer.

7.31.1.2 In addition, and to facilitate closing of the project, the Contractor shall also proceed to obtain the following closing documents (where applicable) prior to the Final Inspection:

- (a) Field-Posted As-Built Drawings.
- (b) Maintenance Service Contract and two (2) copies of a list of all equipment.

- (c) Operating and maintenance manuals.
- (d) Air conditioning test and balance reports.
- (e) Any other final submittal required by the technical sections of the contract.

7.31.2 Final Inspection If at the Final Inspection the Engineer determines that all work is completed, the Engineer shall notify the Contractor in accordance with Section 7.32 PROJECT ACCEPTANCE DATE. Should there be remaining deficiencies which must be corrected, the Contractor shall provide an updated Punchlist to the Engineer, within five (5) days from the Final Inspection Date. The Contractor shall make the necessary corrections.

7.31.2.1 The Engineer 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 before final settlement.

7.31.3 The Engineer may add to or otherwise modify the Punchlist from time to time. The Contractor shall take immediate action to correct the deficiencies.

7.31.4 Revoking Substantial Completion - At any time before final Project Acceptance is issued, the Engineer may revoke the determination of Substantial Completion if the Engineer finds it was not warranted. The Engineer shall notify the Contractor in writing with the reasons and outstanding deficiencies negating the declaration. Once notified, the Contractor shall make the necessary corrections and repeat the required steps noted in subsections 7.31.1 and 7.31.2.

7.32 PROJECT ACCEPTANCE DATE

7.32.1 If upon Final Inspection, the Engineer finds that the project has been satisfactorily completed in compliance with the contract, the Engineer shall declare the project completed and accepted and will notify the Contractor in writing of the acceptance by way of the Project Acceptance Notice.

7.32.2 Protection and Maintenance - After the Project Acceptance Date, the Contractor shall be relieved of maintaining and protecting the work EXCEPT that this does not hold true for those portions of the work which have not been accepted, including Punchlist deficiencies. The State shall be responsible for the protection and maintenance of the accepted facility.

7.32.3 The date of Project Acceptance shall determine:

- 7.32.3.1 End of Contract Time.
- 7.32.3.2 Commencement of all guaranty periods except as noted in Section 7.34 CONTRACTOR'S RESPONSIBILITY FOR WORK: RISK OF LOSS.
- 7.32.3.3 Commencement of all maintenance services except as noted in Section 7.34 CONTRACTOR'S RESPONSIBILITY FOR WORK: RISK OF LOSS.

7.32.4 Punchlist Requirements - If a Punchlist is required under Section 7.31 SUBSTANTIAL COMPLETION AND FINAL INSPECTION, the Project Acceptance Notice will

include the Engineer's Punchlist and the date when correction of the deficiencies must be completed.

7.32.5 Upon receiving the Punchlist, the Contractor shall promptly devote the required time, labor, equipment, materials and incidentals necessary to correct the deficiencies expeditiously.

7.32.6 For those items of work that cannot be completed by the established date, the Contractor shall submit a schedule in writing to the Engineer for approval along with documentation to justify the time required, no later than five (5) working days before the date stipulated for completion of the Punchlist work. A Proposed schedule submitted after the five (5) day period will not be considered.

7.32.7 Failure to Correct Deficiencies - After the Contract Completion Date, or any extension thereof, if the Contractor fails to correct the deficiencies within the established date or agreed to Punchlist completion date, the Engineer shall assess liquidated damages as required by Section 7.26 - FAILURE TO COMPLETE THE WORK ON TIME.

7.32.8 If the Contractor fails to correct the deficiencies and complete the work by the established or agreed to date, the State also reserves the right to correct the deficiencies by whatever method it deems necessary and deduct the cost from the final payment due the contractor.

7.32.9 The Contractor may further be prohibited from bidding in accordance with Section 2.12 - DISQUALIFICATION OF BIDDERS. In addition, assessment of damages shall not prevent action under Section 7.27 - TERMINATION OF CONTRACT FOR CAUSE.

7.33 FINAL SETTLEMENT OF CONTRACT - The contract will be considered settled after the project acceptance date and when the following items have been satisfactorily submitted, where applicable:

7.33.1 Necessary Submissions in addition to the items noted under paragraph 7.31.1.2.

- 7.33.1.1 All written guarantees required by the contract.
- 7.33.1.2 Complete and certified weekly payrolls for the Contractor and its Subcontractor(s).
- 7.33.1.3 Certificate of Plumbing and Electrical Inspection.
- 7.33.1.4 Certificate of Building Occupancy.
- 7.33.1.5 Certificates for Soil Treatment and Wood Treatment.
- 7.33.1.6 Certificate of Water System Chlorination.
- 7.33.1.7 Certificate of Elevator Inspection, Boiler and Pressure Pipe installation.
- 7.33.1.8 All other documents required by the Contract.

7.33.2 Failure to Submit Closing Documents - The Contractor shall submit the final Payment Application and the above applicable closing documents within sixty (60) days from

the date of Project Acceptance or the agreed to Punchlist completion date. Should the Contractor fail to comply with these requirements, the Comptroller may terminate the Contract for cause. The pertinent provisions of Section 7.27 TERMINATION OF CONTRACT FOR CAUSE shall be applicable.

7.33.3 In addition, should the Contractor fail to furnish final closing documents within the required time period, the Engineer shall assess liquidated damages as required by Section 7.26 FAILURE TO COMPLETE THE WORK ON TIME.

7.34 CONTRACTOR'S RESPONSIBILITY FOR WORK; RISK OF LOSS

7.34.1 Until the establishment of the Project Acceptance Date or Beneficial Occupancy whichever is sooner, the Contractor shall take every necessary precaution against injury or damage to any part of the work caused by the perils insured by an All Risk policy excluding earthquakes and floods, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damage to any portion of the work occasioned by the perils insured by an All Risk policy before the date of final acceptance and shall bear the risk and expense thereof.

7.34.2 After the Project Acceptance Date or Beneficial Occupancy whichever is sooner, the Contractor shall be relieved of maintaining and protecting the work except for those portions of the work which have not been accepted including Punchlist deficiencies.

7.34.3 The risk of damage to the work from any hazard or occurrence that may be covered by a required Property Insurance policy is that of the Contractor, unless such risk of loss is placed elsewhere by express language in the contract documents. No claims for any loss or damage shall be recognized by the Department, nor will any such loss or damage excuse the complete and satisfactory performance of the contract by the Contractor.

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 Contract Documents, whichever is earlier.

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 pre-existing 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.

7.35.5 If 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 Specification sections.

7.35.5.1 However, the number of years specified in the technical specifications shall prevail only if it is stated that the number of years for guarantee supercedes this provision.

7.36 WORK OF AND CHARGES BY UTILITIES

7.36.1 The Contractor shall be responsible for scheduling and coordinating the work with the utility companies and applicable Governmental agencies for permanent service installation and connections or modifications to existing utilities. The Contractor shall make available all portions of the work necessary for the utility companies to do their work. The Department shall not bear the risk of any damage to the contract work caused by any utility company, and work of repairing such damage and delay costs must be resolved between the Contractor and the utility company and their insurers.

7.36.2 Unless stated as an allowance item to be paid by the Contractor, the Department will pay the utility companies and applicable governmental agencies directly for necessary modifications and connections. Contractor charges for overhead, supervision, coordination, profit, insurance and any other incidental expenses shall be included in the Contractor's Bid whether the utility is paid directly by the Department or by an allowance item in the Contract.

7.37 RIGHT TO AUDIT RECORDS

7.37.1 Pursuant to Section 103D-317 HRS the State, at reasonable times and places, may audit the books and records of a Contractor, prospective contractor, subcontractor and prospective subcontractor relating to the Contractor's or subcontractor's cost or pricing data. The books and records shall be maintained by the Contractor and subcontractor(s) for a period of four (4) years from the date of final payment under the contract.

7.37.2 The Contractor shall insure that its subcontractors comply with this requirement and shall bear all costs (including

attorney's fees) of enforcement in the event of its subcontractor's failure or refusal to fully cooperate.

7.37.3 Additionally, Sections 231-7, 235-108, 237-39 and other HRS chapters through reference, authorizes the Department of Taxation to audit all taxpayers conducting business within the State. Contractors must make available to the Department of Taxation all books and records necessary to verify compliance with the tax laws.

7.38 RECORDS MAINTENANCE, RETENTION AND ACCESS

7.38.1 The Contractor and any subcontractor whose contract for services is valued at \$25,000 or more shall, in accordance with generally acceptable accounting practices, maintain fiscal records and supporting documents and related files, papers, and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices related to the Contractor and subcontractor's performance of services under this Agreement.

7.38.2 The representative of the Department, the Comptroller of the State of Hawaii, the Attorney General, (the Federal granting agency, the Comptroller General of the United States, and any of their authorized representatives when federal funds are utilized), and the Legislative Auditor of the State of Hawaii shall have the right of access to any book, document, paper, file, or other record of the Contractor and any subcontractor that is related to the performance of services under this Agreement in order to conduct an audit or other examination and / or to make copies, excerpts and transcripts for the purposes of monitoring and evaluating the Contractor and subcontractor's performance of services and the Contractor and subcontractor's program, management, and fiscal practices to assure the proper and effective expenditure of funds and to verify all costs associated with any claims made under this Agreement.

7.38.3 The right of access shall not be limited to the required retention period but shall last as long as the records are retained. The Contractor and subcontractor shall retain all records related to the Contractor and subcontractor's performance of services under this Agreement for four (4) years from the date of final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four (4) year period, the Contractor and subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four (4) year retention period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any subcontractor.

ARTICLE 8 - Measurement and Payment

8.1 MEASUREMENT OF QUANTITIES

8.1.1 All work completed under the Contract shall be measured by the Engineer according to United States standard

measures, or as stated in this Contract. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract shall conform to good engineering practice. These measurements shall be considered correct and final unless the Contractor has protested same to the Engineer and has demonstrated the existence of an error by actual physical measurement before the work has progressed in a manner which would prohibit a proper check.

8.1.2 All measurements of the area of the various surface, pavement and base courses will be made in the horizontal projection of the actual surface and no deductions will be made for fixtures or structures having an area of nine (9) square feet or less. All measurements of headers, curbs, fences and any other type of construction which is to be paid for by its length, will be made in the horizontal projection of the actual driven length from toe to top of cutoff, except where slope exceeds ten percent (10%) and for piles, which will be by actual length. All materials which are specified for measurement by the cubic yard "Loose Measurement" or "Measured in the Vehicle" shall be hauled in approved vehicles and measured therein at the point of delivery. Approved vehicles for this purpose may be of any type or size satisfactory to the Engineer, provided that the body is of such type that the actual contents may be readily and accurately determined. Unless all approved vehicles on a job are of a uniform capacity each approved vehicle must bear a plainly legible identification mark indicating the specific approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

8.2 NO WAIVER OF LEGAL RIGHTS- The Engineer shall not be precluded or estopped by any measurements, estimate or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement estimate or certificate is untrue or incorrectly made, or rejecting the work or materials that do not conform in fact to the contract. The Engineer shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its sureties such damages as the Department may sustain by reason of the Contractor's failure to comply with the terms of the contract. Neither the acceptance by the Engineer or any representative of the Engineer, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, or any possession taken by the Engineer, shall operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to damage herein provided. A waiver of any notice requirement or breach of the contract shall not be held to be a waiver of any other notice requirement or subsequent breach.

8.3 PAYMENT FOR ADDITIONAL WORK

8.3.1 Additional work as defined in Section 4.2 CHANGES, when ordered, shall be paid for as defined in Section 4.4 PRICE ADJUSTMENT by a duly issued change order in accordance with the terms provided therein.

8.3.2 On credit proposals and proposals covering both increases and decreases, the application of overhead and profit shall be on the net change in direct costs for the performance of the work.

8.3.3 When payment is to be made for additional work directed by a field order, the total price adjustment as specified in the field order or if not specified therein for the work contained in the related change order shall be considered full compensation for all materials, labor, insurance, taxes, equipment use or rental and overheads, both field and home office including extended home and branch office overhead and other related delay impact costs.

8.3.4 Force Account Method - When, for the convenience of the Department, payment is to be made by the Force Account method, all work performed or labor and materials and equipment furnished shall be paid for as described below. Payment by the Force Account method will not alter any rights, duties and obligations under the contract.

8.3.4.1 Labor - For all hourly workers, the Contractor will receive the rate of wage including fringe benefits when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work, which shall be agreed upon in writing before beginning work for each and every hour that said labor is actually engaged in said work.

- (a) All markups for overhead and profit shall be added subject to limitations established in Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT.
- (b) No allowance for overtime compensation will be given without the written approval of the Engineer prior to performance of such work.

8.3.4.2 Insurance and Taxes - The Contractor and subcontractor(s) will also receive the actual additional costs paid for property damage, liability, workers compensation insurance premiums, State unemployment contributions, Federal unemployment taxes, social security and Medicare taxes to which a markup of up to six percent (6%) may be added.

8.3.4.3 Materials - For materials accepted by the Engineer and used, the Contractor and subcontractor(s) shall receive the actual cost of such materials delivered and incorporated into work, plus a markup allowed under Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT.

8.3.4.4 Subcontractors - Subcontractor costs shall be the actual costs of the subcontractor marked up as defined in this Section 8.3 plus a markup allowed under Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT.

8.3.4.5 Equipment

- (a) For machinery or special equipment (other than small tools as herein defined in clause 8.3.4.5.(h) owned or leased by the Contractor or a related entity, the use of which has been authorized by the Engineer:
 - (a.1) The Contractor will be paid at the per-hour rental rates based on the monthly rate established for said machinery or equipment in the then-current edition of the Rental Rate Blue Book for Construction Equipment including the estimated

operating cost per hour and regional correction provided therein.

- (a.2) If no rate is listed for a particular kind, type or size of machinery or equipment, then the monthly, hourly rates shall be as agreed upon in writing by the Contractor and the Engineer prior to the use of said machinery or equipment. If there is no agreement, the Engineer will set a rate. The Contractor may contest the rate pursuant to Section 7.25 DISPUTES AND CLAIMS.
- (a.3) Rental rates which are higher than those specified in the aforesaid Rental Rate Blue Book publication may be allowed where such higher rates can be justified by job conditions such as work in water and work on lava, etc. Request for such higher rates shall be submitted in writing to the Engineer for approval prior to the use of the machinery or equipment in question.
- (b) For machinery or special equipment (other than small tools as herein defined in clause 8.3.4.5.(h) rented by the Contractor or a related entity specifically for the Force Account work, the use of which has been authorized by the Engineer; The Contractor will be paid the actual rental cost for the machinery or equipment, including mobilization and demobilization costs. A receipt from the equipment supplier shall be submitted to the Engineer.
- (c) For machinery or special equipment (other than small tools as herein defined in clause 8.3.4.5.(h) rented by the Contractor or a related entity for use in the project, but which will also be used for the Force Account work, the use of which has been authorized by the Engineer; The Contractor will be paid the actual rental cost for the machinery or equipment. No additional mobilization and demobilization costs will be paid. A receipt from the equipment supplier shall be submitted to the Engineer.
- (d) The rental rate for trucks not owned by the Contractor shall be those as established under the Hawaii State Public Utilities Commission, which will be paid for as an equipment item pursuant to paragraph 8.3.4.5. Rental rates for Contractor-owned trucks not listed in the Rental Rate Blue Book shall be agreed upon in writing by the Contractor and Engineer prior to the use of said trucks. If there is no agreement, the Engineer shall set the rate. The Contractor may contest the rate pursuant to Section 7.25 DISPUTES AND CLAIMS.
- (e) The rental period shall begin at the time equipment reaches the site of work, shall include each day that the machinery or equipment is at the site of the work and shall terminate at the end of the day on which the equipment is no longer needed. In the event the equipment must standby due to work being delayed or halted by reason of design, traffic, or other related problems uncontrollable by the Contractor, excluding Saturdays, Sundays and Legal Holidays, unless the equipment is used to perform work on such days, the rental shall be two hours per day until the equipment is no longer needed.
- (e.1) The rental time to be paid will be for the time actually used. Any hours or operation in excess of 8 hours in any one day must be approved by the Engineer prior to the performance of such work.
- (e.2) Rental time will not be allowed or credited for any day on which machinery or equipment is inoperative due to its breakdown. On such days, the Contractor will be paid only for the actual hours, if any, that the machinery or equipment was in operation.
- (e.3) In the event the Force Account work is completed in less than 8 hours, equipment rental shall nevertheless be paid for a minimum 8 hours.
- (e.4) For the purpose of determining the rental period the continuous and consecutive days shall be the normal 8-hour shift work day, Monday through Friday excluding legal holidays. Any work day to be paid less than 8 hours shall not be considered as continuous, except for equipment removed from rental for fuel and lubrication.
- (e.5) No additional premium beyond the normal rates used will be paid for equipment over 8 hours per day or 40 hours per week.
- (f) All rental rates for machinery and equipment shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs, maintenance, tire wear, depreciation, storage, and all other incidentals.
- (g) All machinery and equipment shall be in good working condition and suitable for the purpose for which the machinery and equipment is to be used.
- (h) Individual pieces of equipment or tools having a replacement value of five hundred dollars (\$500) or less, whether or not consumed by use, shall be considered to be small tools and included in the allowed markup for overhead and profit and no separate payment will be made therefor.
- (i) The total of all Force Account rental charges accrued over the duration of the contract for a specific item of equipment shall not exceed the replacement cost of that equipment.
 - (i.1) The Contractor shall provide the cost of replacement to the Engineer prior to using the equipment. If the Engineer does not agree with the replacement cost, the Engineer shall set the replacement cost. The Contractor may contest the

replacement cost pursuant to Section 7.25
DISPUTES AND CLAIMS.

- (j) Should the item of equipment be rented from an unrelated entity, the rental cost will be treated as an equipment cost under paragraph 8.3.4.5.
- (k) Transportation and/or Mobilization: The following provisions shall govern in determining the compensation to be paid to the Contractor for use of equipment or machinery on the Force Account method:
 - (k.1) The location from which the equipment is to be moved or transported shall be approved by the Engineer.
 - (k.2) Where the equipment must be transported to the site of the force account work, the Department will pay the reasonable cost of mobilizing and transporting the equipment, including its loading and unloading, from its original location to the site of force account work. Upon completion of the work the Department will pay the reasonable cost of mobilizing and transporting the equipment back to its original location or to another location, whichever cost is less.
 - (k.3) The cost of transporting the equipment shall not exceed the rates established by the Hawaii State Public Utilities Commission. If such rates are nonexistent, then the rates will be determined by the Engineer based upon the prevailing rates charged by established haulers within the locale.
 - (k.4) Where the equipment is self-propelled, the Department will pay the cost of moving the equipment by its own power from its original location to the site of the force account work. Upon completion of the work the Department will pay the reasonable cost of moving of the Equipment back to its original or another location, whichever cost is less.
 - (k.5) At the discretion of the Engineer, when the Contractor desires to use such equipment for other than Force Account work, the costs of mobilization and transportation shall be prorated between the Force Account and non Force Account work.
- (l) Pickup trucks, vans, storage trailers, unless specifically rented for the Force Account work, shall be considered incidental to the Force Account work and the costs therefor are included in the markup allowed under Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT.

8.3.4.6 State Excise (Gross Income) Tax and Bond - A sum equal to the current percentage rate for the State excise (Gross Income) tax on the total sum determined in paragraphs

8.3.4.1, 8.3.4.2, 8.3.4.3 and 8.3.4.4 above, and the bond premium shall be added as compensation to the Contractor. The actual bond premium not to exceed one percent (1%) shall be added to items covered by paragraphs 8.3.4.1, 8.3.4.2, 8.3.4.3 and 8.3.4.4 when applicable.

- (a) The compensation as determined in paragraphs 8.3.4.1, 8.3.4.2, 8.3.4.3, 8.3.4.4 and 8.3.4.5 above shall be deemed to be payment in full for work paid on a force account basis.

8.3.4.7 Records - The Contractor and the Engineer shall compare records of the labor, materials and equipment rentals paid by the Force Account basis at the end of each day. These daily records, if signed by both parties, shall thereafter be the basis for the quantities to be paid for by the Force Account method. The Contractor shall not be entitled to payment for Force Account records not signed by the Engineer.

8.3.4.8 Statements - No payment will be made for work on a Force Account basis until the Contractor has submitted to the Engineer, duplicate itemized statements of the cost of such Force Account work detailed as follows:

- (a) Laborers - Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman and also the amount of fringe benefits payable if any.
- (b) Equipment - Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (c) Materials
 - (c.1) Quantities of materials, prices and extensions
 - (c.2) Costs of transporting materials, if such cost is not reflected in the prices of the materials.
 - (c.3) Statements shall be accompanied and supported by receipted invoices for all materials used and transportation charges. However, if materials used on the Force Account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractors shall submit an affidavit certifying that such materials were taken from stock and that the amount claimed represents the actual cost to the Contractor.
- (d) Insurance - Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions, and social security tax.

8.4 PROGRESS AND / OR PARTIAL 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 Engineer. 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 Engineer 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 Engineer 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 Partial Payment for Materials - The Contractor will also be allowed partial payments to the extent of ninety percent (90%) 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 Engineer, 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 Partial payments shall be made only if the Engineer 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.

8.5 PROMPT PAYMENT §3-125-23 HAR

8.5.1 Any money paid to a Contractor for work performed by a subcontractor or for unpaid material invoice shall be disbursed to such subcontractors and material suppliers within ten (10) days after receipt of the money from the Department, provided that there are no bona fide disputes, and

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

8.5.3 Bona Fide Disputes - The existence of a bona fide dispute with a subcontractor or material supplier shall not

release the Contractor of its prompt payment obligations as to all sums due that are not directly affected by such dispute.

8.5.4 Filing Non-Payment Complaint - Subcontractors and material suppliers may file in writing a complaint with the Comptroller regarding non-payment by the Contractor. Such complaint shall include:

8.5.4.1 The amount past due for work performed and already paid for by the Department;

8.5.4.2 That all the terms, conditions or requirements of its subcontract have been met; and

8.5.4.3 That no bona fide dispute over its performance exists. The Department will investigate the validity of the complaint.

8.5.5 The Department may withhold from future progress payments amounts to cover any sums paid to the Contractor for work performed by a subcontractor if the Department finds that the subcontractor complaint regarding non-payment by the Contractor has merit.

8.5.6 If the Engineer determines that the Contractor failed to make prompt payment required to a subcontractor or material supplier with whom it has no bona fide dispute, the Engineer shall inform the Contractor of the findings and request the Contractor make payment accordingly. If the Contractor does not act promptly, the Engineer shall take appropriate action as allowed under this contract and / or refer the matter to the Contractor Licensing Board for appropriate action under Section 444-17 Hawaii Revised Statutes regarding the Revocation, Suspension and Renewal of (Contractor) Licenses and/or initiate a petition for debarment of the Contractor from bidding on other State jobs.

8.6 RETAINAGE

8.6.1 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 Engineer 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.

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 Contractor may withdraw from time to time the whole or any portion of the sum retained after endorsing over to the Department and depositing with the Department any general obligation bond of the State or its political subdivisions suitable to the Department but in no case with a face value less than the value established by law of the amount to be withdrawn. The Department may sell the bond and use the proceeds therefrom in the same way as it may use monies directly retained from progress payments or the final payment.

8.7 WARRANTY OF CLEAR TITLE - The Contractor warrants and guarantees that all work and materials covered by progress or partial 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.

8.8 FINAL PAYMENT

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 a Tax Clearance Certificate from the Department of Taxation and the Internal Revenue Service to the effect that all taxes levied or accrued under Federal and State Statutes against the contractor have been paid.

8.8.2 Sums necessary to meet any claims of any kind by the State may be retained from the sums due the Contractor until said claims have been fully and completely discharged or otherwise satisfied.

8.9 CLAIMS ARISING OUT OF PAYMENT FOR REQUIRED WORK - If the Contractor disputes any determination made by the Engineer 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 Engineer in writing of the specific facts supporting the Contractor's position. Such notice shall be delivered to the Engineer 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 AND/OR PARTIAL PAYMENTS herein to the Engineer 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 Engineer. 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.

END ARTICLE 8

APPENDIX E

MANDATORY QUESTIONS

See following pages.

EXHIBIT E
 Mandatory Questions

Company Name & Address: Contact Name & Information:		
QUESTION		COMMENTS
3.7.3 A. Background, Qualifications and Experience		
Provide a brief description of Company's qualifications to perform the Scope of Services requirements.		
Does your company have previous experience repairing asphalt and repaving in the past 3 years? If yes, provide details of applicable projects.		
Does your company have any letters of recommendations that can be submitted as a part of this RFP? If yes, please include.		
How long has your company been in business?		
Have you ever operated under another business name? If yes, please list the name(s) and date(s).		
What state is your company incorporated in?		
How many employees does your company employ? (Direct employees only)		
What is the shortest timeframe an employee has worked with you and what is the longest?		
In what types of projects do you specialize?		
What sets you or your company apart from your competitors?		
What does your company offer its employees by way of job education?		
What is the longest amount of down-time your company experienced between jobs and why?		

EXHIBIT E Mandatory Questions

	Company Name & Address: Contact Name & Information:	
	QUESTION	COMMENTS
	Have you, individually or as a part of your company, ever failed to complete any project? If yes, explain why.	
	Identification of litigation currently impacting the Company, if any. State "NONE", if none.	
	Identification of any fines or violations received in the past 3 years relative to safety and environmental issues. State "NONE", if none.	
	State your Experience Modification Rate (EMR). This can be obtained from your insurance company.	
	Have you had any legal action brought against you as the result of work you have performed? If yes, why, and what was the outcome?	
	Have you or any of your company's ever declared bankruptcy?	
	How will you identify which sub-contractors to work on this Project?	
	Describe your Company's warranty program.	
	Describe your project close-out process.	
	Is your company bondable for 100% of the project cost for both performance and payment?	Yes or No
	B. Project Management	
	How much lead-time does your company need to begin dedicating resources to this project once the contract is signed?	

EXHIBIT E Mandatory Questions

Company Name & Address: Contact Name & Information:	
QUESTION	COMMENTS
Are you able to meet the requirement of having a supervisor on-site when work is being performed? No exceptions	Yes or No
- Supervisor must be knowledgeable in all aspects of managing a construction site. Site Supervisor must be able to communicate from the site via electronic means.	
Conflicts between Company and KCH may occur from time to time during this project; how do you anticipate mitigating disagreements as well as resolving them?	
Do you have a project management plan to ensure cost-effective, efficient and timely performance of all project tasks? If yes, please describe. If not,	
How do you track and manage questions, resolutions, decisions, directions and other information matters throughout your projects?	
If your company does not have a West Hawaii office, will you be willing to discuss partnering with a locally based contractor?	Yes or No
How many projects will your company have occurring at the same time as this project?	
- If multiple projects, how will your company successfully manage all projects at the same time?	
How many outstanding bids does your company have at this time?	

EXHIBIT E
 Mandatory Questions

	Company Name & Address: Contact Name & Information:	
	QUESTION	COMMENTS
	In order to execute the project by the agreed upon completion date, what will you require of HHSC? What do you see as HHSC's responsibilities?	
	Submit a detailed yet approximate project timeline. A separate sheet behind the mandatory questions may be used if necessary.	
	What steps will your company take to execute the project in a cost-effective, efficient and timely manner?	
	What potential project risks or issues are anticipated and how will they be addressed in order to minimize risk?	
	KCH has implemented Procore project management software, mainly to manage the RFI process and upload project documents. Does your company use Procore currently? If yes, to what extent is Procore used?	
	C. Financial	
	What is your company's legal structure?	
	What is your OH&P percentage for this project?	
	How is OH&P calculated?	
	How do you calculate OH&P on additive and deductive change orders?	
	How do you ensure your subcontractors are providing fair pricing?	
	What is your Company's bonding capacity?	

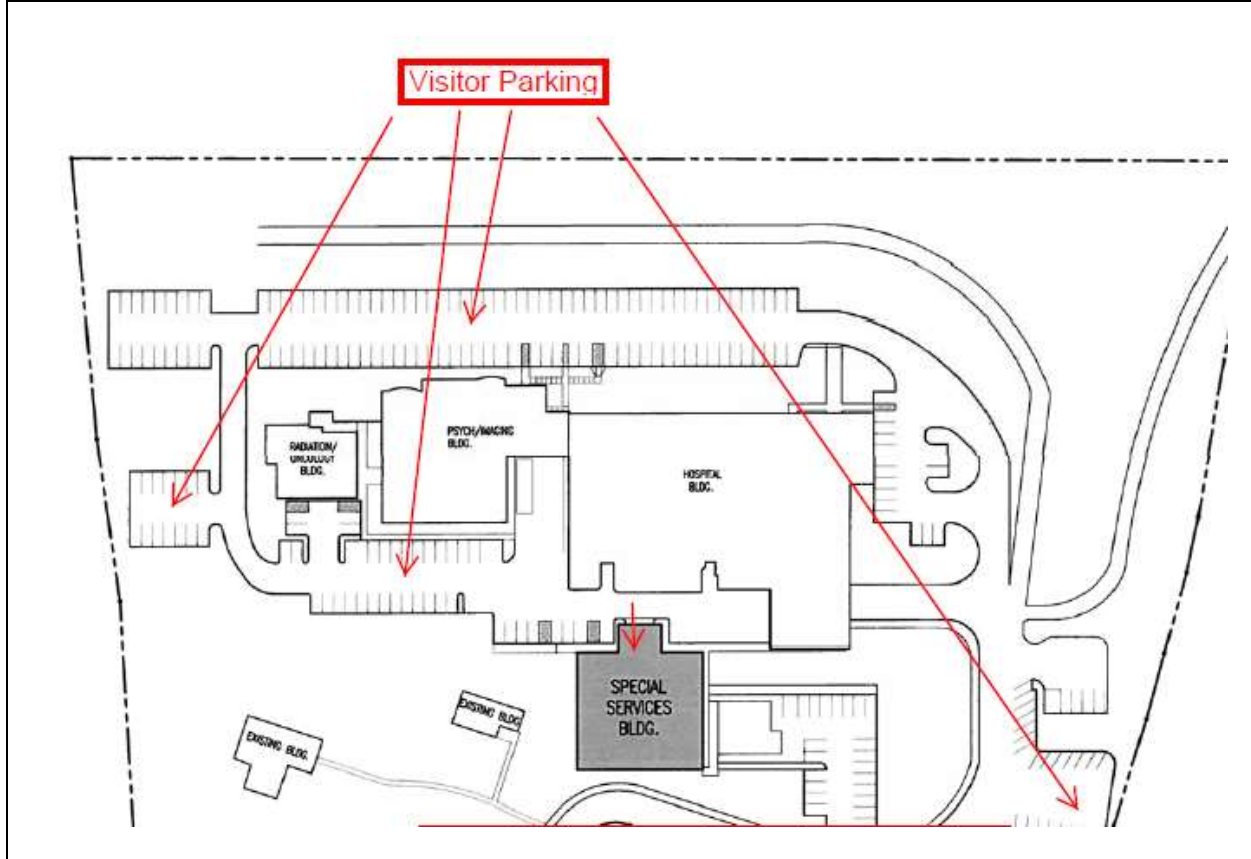
EXHIBIT E
 Mandatory Questions

	Company Name & Address: Contact Name & Information:	
	QUESTION	COMMENTS
	If it is determined some work must be performed on off-work or weekend, how will the upcharge be computed with this being a fixed fee agreement?	
	Do you bill monthly or according to milestones? Please explain in detail your billing method as well as deposit requirements, if any.	
D. References		
	Provide a brief description of three (3) past and/or present contracts demonstrating Company's qualifications, experience and performance with regard to performance of the Scope of Services requirements. Include customer name, contact name, email address and telephone number.	
	If KCH was to contact any of your subcontractors for a reference, what do you think they would tell us about your company and your projects?	
	Who are your top 3 material suppliers?	
	- Are your accounts in good standing? If not, why?	
	Why should KCH hire your company to perform the requirements of this project?	
	Is there any additional information that might be valuable to KCH in determining which company to award the Parking Lot Repairs and Repaving project to?	

APPENDIX F

AGENDA FOR PRE-PROPOSAL CONFERENCE WITH TOUR OF HOSPITAL FACILITIES

General Information	
Date	January 23, 2025
Location	Kona Community Hospital Special Services Building Conference Room 2 (Meet in front of SSB first) 79-1019 Haukapila Street Kealahou, HI 96750 Map is below
Point of Contact	Contracts Management Yvonne Taylor, Sr. Contracts Manager West Hawaii Region Email ytaylor@hhsc.org Direct (808) 365-2415 Fax (808) 322-4488
Agenda	
9:00 am – 9:15 am	Check in at the front of the Special Services Building for Visitor Badges (see Security Guards). Wait for KCH staff to escort you to Conference Room 2. Vendors must have a signed confidentiality agreement, either already submitted or brought to the meeting.
9:15 am to 10:00 am	Project Overview by KCH and Bowers + Kubota, Briefing (RFP review) by Yvonne Taylor
10:00 am to 10:45 am	Project site tour



APPENDIX G

RFP Conference Reservation Form

****Please EMAIL reservation form TO YVONNE TAYLOR at least 24 hours prior to the meeting****

Conference Information	
RFP No:	HHSC 25-0219
RFP Title:	Kona Community Hospital – Parking Lot Repairs and Repaving

OFFEROR Information		
Business Name		
Street Address		
City		
State		Zip code

Priority	Attendee Name, Title	Email Address	Role in Procurement	Will Attend Meeting & Hospital Tour
1				<input type="checkbox"/>
2				<input type="checkbox"/>

Due to space constraints and to avoid disruption to Hospital operations, it is necessary to limit the number of attendees to two per company. Please limit Hospital Tour participants to those individuals that have a need to view the work areas in order to prepare the OFFEROR's proposal. **An executed Confidentiality Agreement (Appendix H) is necessary to participate in Hospital Tour.**

APPENDIX H

MANDATORY HOSPITAL TOUR CONFIDENTIALITY AGREEMENT

****PLEASE EMAIL SIGNED CONFIDENTIALITY AGREEMENT TO YVONNE TAYLOR AT LEAST 24 HOURS PRIOR TO THE MEETING****

I understand that while attending the hospital tour, I may hear patients discussing their health information and I may see someone I know. I understand that I cannot disclose this confidential information to friends, relatives, co-workers or anyone else.

If I violate this agreement, I may be subject to adverse action up to and including termination of my ability to work at Kona Community Hospital. In addition, under applicable law, I may be subject to criminal or civil penalties.

I have read and understand the above and agree to be bound by it.

OFFEROR

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____

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APPENDIX I1

PARKING LOT DRAWINGS

See following pages

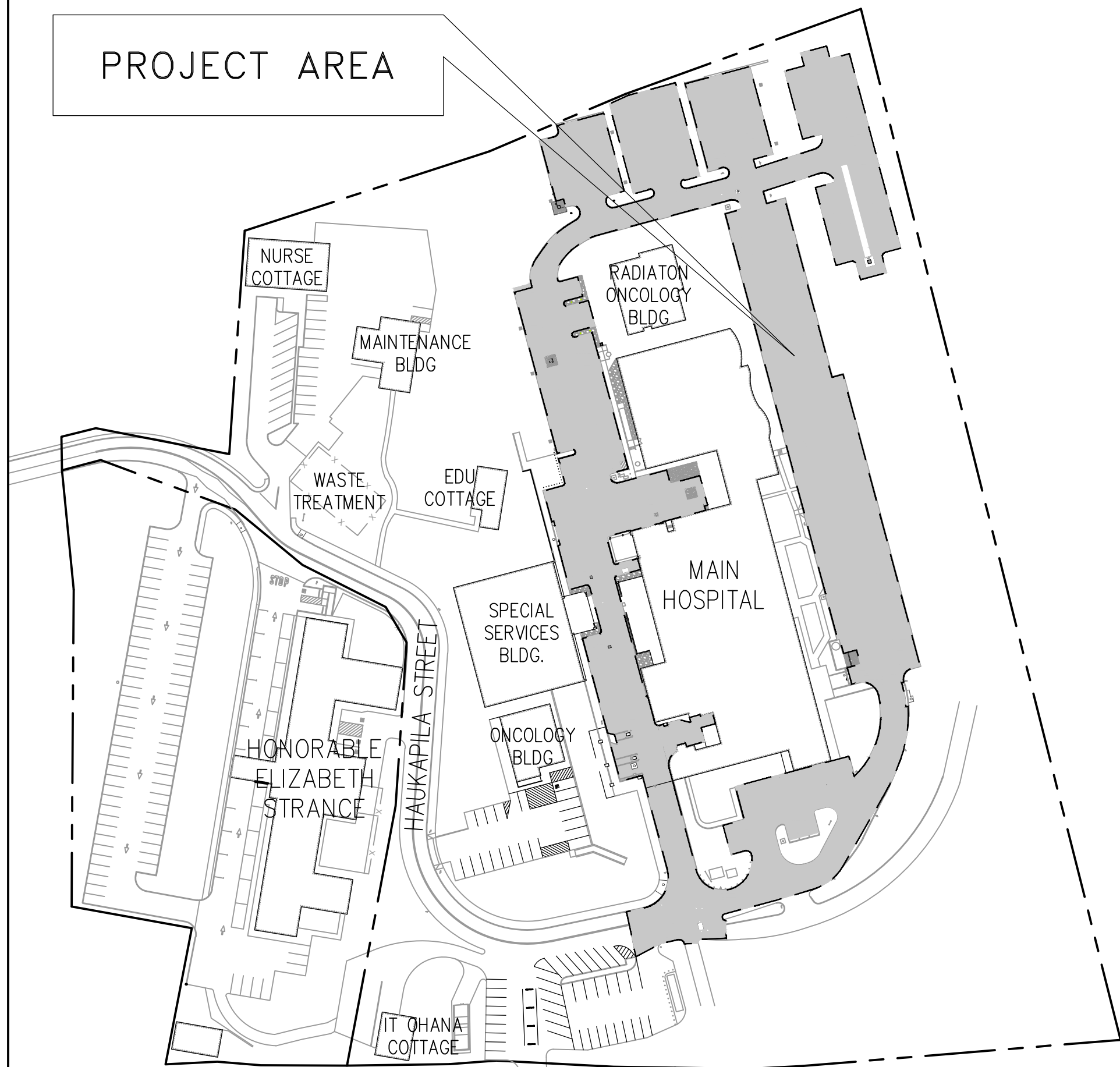
CONSTRUCTION PLANS

KONA COMMUNITY HOSPITAL

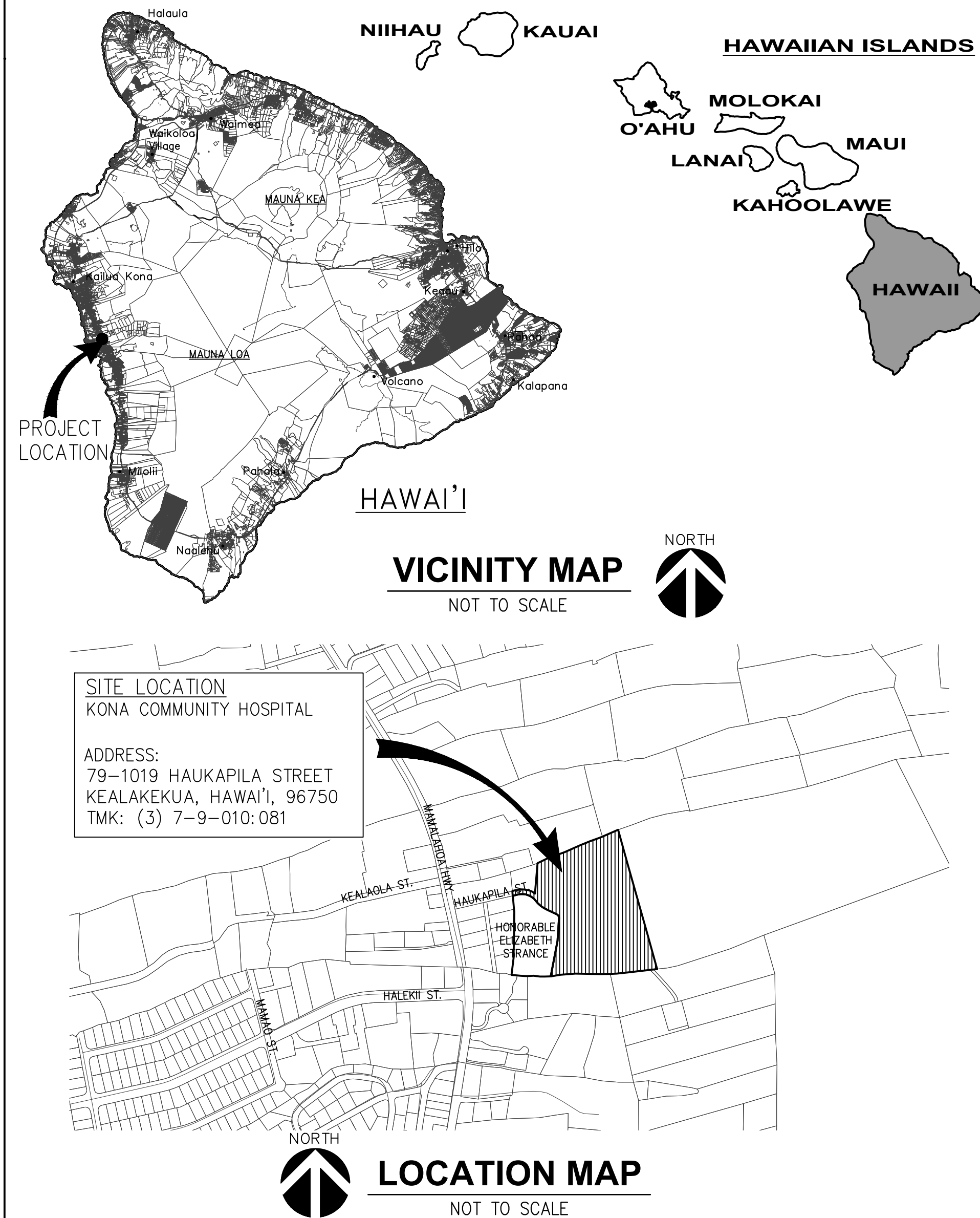
RESURFACE PARKING LOT

& ADDITIONAL PARKING LOT

79-1019 HAUKAPILA STREET
 KEALAKEKUA, HAWAII', 96750
 TAX MAP KEY (TMK): (3) 7-9-010:081



PLOT PLAN
NOT TO SCALE

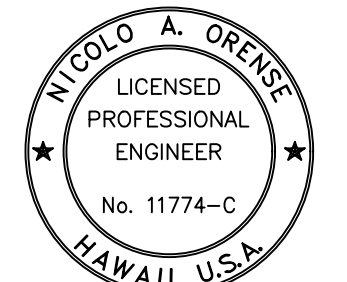


LOCATION MAP
NOT TO SCALE

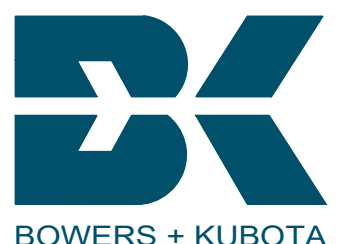
INDEX OF DRAWINGS

DWG. NO.	DESCRIPTION
T-001	TITLE SHEET, LOCATION MAP, VICINITY MAP, PLOT PLAN & INDEX OF DRAWINGS
C-001	NOTES & ABBREVIATIONS
C-101	EXISTING CONDITION & DEMOLITION PLAN
C-102	EROSION & SEDIMENT CONTROL PLAN
C-103	EROSION & SEDIMENT CONTROL DETAILS
C-200	OVERALL STRIPING LAYOUT PLAN
C-201	SITE LAYOUT PLAN - 1
C-202	SITE LAYOUT PLAN - 2
C-203	DEMOLITION PLAN - ADDITIONAL PARKING
C-204	SITE LAYOUT & GRADING PLAN - ADDITIONAL PARKING
C-205	ADDITIONAL PARKING SECTION & CRM RETAINING WALL DETAIL
C-206	CURB RAMP PLANS & SECTIONS
C-301	SITE DETAILS
C-401	PAVEMENT MARKING & SIGNAGE DETAILS
E-001	SITE ELECTRICAL PLAN, ELECTRICAL SYMBOL LIST
E-101	ELECTRICAL PLAN - EXISTING/REMOVAL WORK
E-201	ELECTRICAL PLAN - EXISTING/NEW WORK
E-301	LIGHTING DETAILS
E-302	ELECTRICAL DETAILS
L-101	PLANTING DEMOLITION PLAN, PLANTING PLAN AND SCHEDULE
L-102	PLANTING DETAILS
L-103	LANDSCAPE, PLANTING, TEMPORARY IRRIGATION & PEST CONTROL NOTES

APPROVAL:



EXPIRATION DATE: 04/30/2026
 Signature: Nico A. Orense
THIS DOCUMENT PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. I CONSENT TO THE CONSTRUCTION OF THIS PROJECT BEING CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER ACT AND REGULATIONS OF THE BOARD OF PROFESSIONAL ENGINEERS OF THE STATE OF HAWAII, SUBCHAPTER 1, SECTION 16-110.2 GENERAL ENGINEERING.



BOWERS + KUBOTA
 BOWERS + KUBOTA CONSULTING
 74-408 Alakai Street, Ste 201-A
 Waiipahu, HI 96797

CONSTRUCTION PLANS
KONA COMMUNITY HOSPITAL
 79-1019 HAUKAPILA STREET
 KEALAKEKUA HAWAII 96750
 T.M.K.: (3) 7-9-010:081

TITLE SHEET, LOCATION MAP,
 VICINITY MAP,
 PLOT PLAN & INDEX OF
 DRAWINGS

Title

Drafted By: ET

Checked By: NAO

Date Drawn: 07.09.2024

Project #: 17A7053.00

REV #	DATE	REVISION DESCRIPTION

T-001

Sheet Number

GENERAL CONSTRUCTION NOTES:

- ALL APPLICABLE CONSTRUCTION WORK SHALL BE DONE IN ACCORDANCE WITH THE COUNTY OF HAWAII PUBLIC WORKS "STANDARD DETAILS", DATED SEPTEMBER 1984, AND "STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION", DATED SEPTEMBER 1986.
- THE UNDERGROUND PIPES, CABLES, OR DUCT LINES KNOWN TO EXIST BY THE DESIGN ENGINEER FROM HIS SEARCH OF RECORDS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE FACILITIES AND EXERCISE PROPER CARE WHEN EXCAVATING AND TRENCHING IN THE AREA.
- ALL EXISTING UTILITIES TO REMAIN IN USE, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE PROTECTED AT ALL TIMES BY THE CONTRACTOR DURING CONSTRUCTION UNLESS SPECIFIED ON THE PLANS TO BE ABANDONED. ANY DAMAGE TO THE EXISTING UTILITIES SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.
- UNLESS RELOCATION IS CALLED FOR ON THE PLANS, EXISTING UTILITIES SHALL REMAIN IN-SERVICE AND IN PLACE. IF RELOCATION OF EXISTING UTILITIES IS REQUIRED FOR THE CONTRACTOR'S CONVENIENCE, INTERRUPTION OF SERVICE SHALL BE KEPT TO A MINIMUM AND SHALL BE DONE AT THE CONTRACTOR'S EXPENSE AND ONLY WITH THE APPROVAL OF THE CONTRACTING OFFICER.
- CONTRACTOR SHALL VERIFY AND CHECK ALL DIMENSIONS AND DETAILS SHOWN ON THE DRAWINGS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CONTRACTING OFFICER FOR CLARIFICATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 54, WATER QUALITY STANDARDS, AND CHAPTER 55, WATER POLLUTION CONTROL OF TITLE 11, ADMINISTRATIVE RULES OF THE STATE DEPARTMENT OF HEALTH.
- NO BLASTING SHALL BE PERMITTED ON THIS PROJECT.
- THE CONTRACTOR SHALL PROVIDE SAFE ACCESS TO AND FROM ALL DRIVEWAYS, STREETS, BUILDINGS AND SIDEWALKS. SAFE ACCESS SHALL COMPLY WITH ADAAG 4.1.1(4).
- THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER UPON UNCOVERING ANY POTENTIAL HISTORICAL ARTIFACTS OR ITEMS OF ARCHAEOLOGICAL SIGNIFICANCE.
- THE EXISTING IMPROVEMENTS ON THE PREMISES AND IN ADJACENT AREAS THAT ARE NOT TO BE REMOVED, SHALL BE PRESERVED AND PROTECTED. ANY AND ALL DAMAGES RESULTING FROM THE CONTRACTOR'S CONSTRUCTION OPERATION SHALL BE REPLACED AND REPAIRED TO THE CONDITION WHICH EXISTED AT NOTICE TO PROCEED, OR BETTER, TO THE SATISFACTION OF THE CONTRACTING OFFICER.
- NO CONTRACTOR SHALL PERFORM ANY CONSTRUCTION ACTIVITY SO AS TO CAUSE FALLING ROCKS, SOIL OR DEBRIS IN ANY FORM TO FALL, SLIDE OR FLOW ONTO ADJOINING PROPERTIES, STREETS OR NATURAL WATERCOURSES. SHOULD SUCH VIOLATION OCCUR, THE COSTS INCURRED FOR ANY REMEDIAL ACTION BY THE CONTRACTING OFFICER SHALL BE PAYABLE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL CONDUCT ALL TEST REQUIRED BY THE PLANS AND SPECIFICATIONS AND AS REQUESTED BY THE CONTRACTING OFFICER AND BE RESPONSIBLE FOR ALL EXPENSES INCURRED IN CONDUCTING THESE TEST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSPECTORS COST SHOULD THE CONTRACTOR CANCEL SCHEDULED INSPECTION WORK WITHOUT SUFFICIENT CANCELLATION OR RESCHEDULING NOTICE GIVEN TO THE INSPECTOR. MINIMUM NOTICE SHALL BE GIVEN NO LESS THAN 24 HOURS BEFORE SCHEDULED INSPECTION.
- PRIOR TO EXCAVATION WORK, THE CONTRACTOR SHALL TONE THE AREAS TO BE EXCAVATED TO CONFIRM THE LOCATION OF ALL UTILITIES SHOWN ON THE DRAWINGS TO LOCATE ALL OTHER UTILITIES NOT SHOWN. ALL EXISTING UTILITIES SHALL BE PROTECTED FROM DAMAGE.
- ALL WORK NOT CALLED FOR ON THE PLANS OR SPECIFICATION BUT REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE CONSIDERED INCIDENTAL TO OTHER CONTRACT ITEMS.
- THE CONTRACTOR SHALL RESTORE TO THEIR ORIGINAL CONDITION OR BETTER, ALL IMPROVEMENTS DAMAGED AS A RESULT OF THE CONSTRUCTION, INCLUDING PAVEMENTS, EMBANKMENTS, CURBS, FENCES, LANDSCAPING, AND OTHER IMPROVEMENTS. ALL CIRCULATION ROUTES IMPACTED BY CONSTRUCTION SHALL COMPLY WITH ADAAG 4.3
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS.
- THE CONTRACTOR SHALL SECURE HIS WORK AREA AND SHALL PROVIDE FOR THE SAFETY OF THE GENERAL PUBLIC.

UTILITY/POTHOLE NOTE:

THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND FACILITIES AND UTILITIES BY TONING, POTHOLES, OR OTHER UNDERGROUND UTILITY LOCATING METHODS PRIOR TO COMMENCING CONSTRUCTION.

NOTES FOR PUBLIC HEALTH, SAFETY AND CONVENIENCE:

- THE CONTRACTOR SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS REQUIRED FOR THE PROTECTION OF PUBLIC HEALTH AND SAFETY AND ENVIRONMENTAL QUALITY.
- THE CONTRACTOR AT HIS OWN EXPENSE, SHALL KEEP THE PROJECT AND ITS SURROUNDING AREAS FREE FROM DUST NUISANCE. THE WORK SHALL BE IN CONFORMANCE WITH THE AIR POLLUTION STANDARDS AND REGULATIONS OF THE STATE DEPARTMENT OF HEALTH. THE COUNTY MAY REQUIRE SUPPLEMENTARY MEASURES AS NECESSARY.
- THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL NECESSARY SIGNS, LIGHTS, FLARES BARRICADES, MARKERS, CONES, AND OTHER PROTECTIVE FACILITIES AND SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION, CONVENIENT, AND SAFETY OF THE PUBLIC.
- THE CONTRACTOR SHALL OBTAIN A COMMUNITY NOISE PERMIT FROM THE STATE OF DEPARTMENT OF HEALTH AND OTHER REQUIRED POLLUTION CONTROL PLANS.
- THE CONTRACTOR SHALL SECURE HIS WORK AREA AND SHALL PROVIDE FOR THE SAFETY OF THE GENERAL PUBLIC
- NON-COMPLIANCE TO ANY OF THE ABOVE REQUIREMENTS SHALL MEAN IMMEDIATE SUSPENSION OF ALL WORK AND REMEDIAL WORK SHALL COMMENCE IMMEDIATELY. ALL COSTS INCURRED SHALL BE BILLED TO THE PERMITEE. FURTHERMORE, VIOLATORS SHALL BE SUBJECTED TO ADMINISTRATIVE, CIVIL AND/ OR CRIMINAL PENALTIES.

DISCREPANCIES:

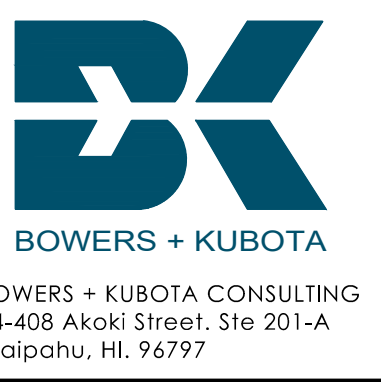
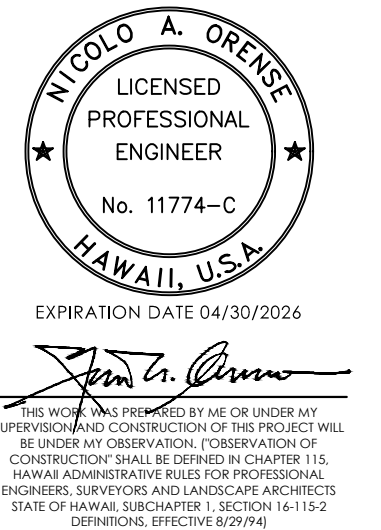
IF THERE ARE ANY DISCREPANCIES BETWEEN DIMENSIONS IN DRAWINGS AND EXISTING CONDITIONS WHICH WILL AFFECT THE WORK, THE CONTRACTOR SHALL BRING SUCH DISCREPANCIES TO THE ATTENTION OF THE CONTRACTING OFFICER FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER FITTING OF ALL WORK AND FOR THE COORDINATION OF ALL TRADES, SUBCONTRACTORS, AND PERSONS ENGAGED UPON THIS CONTRACT.

ADA NOTES:

- ALL SITE WORK SHALL BE IN CONFORMANCE WITH THE U.S. DEPARTMENT OF JUSTICE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
- CURB RAMPS SHALL NOT EXCEED A SLOPE IN THE DIRECTION OF TRAVEL OF 1:12 (8.33%), A CROSS SLOPE OF 1:48 (2%) MAXIMUM, AND SHALL BE 36" WIDE MINIMUM (ADA SECTION 406).
- SLOPED WALKS TO BUILDINGS SHALL NOT EXCEED A SLOPE OF 1:20 (5%) IN THE DIRECTION OF TRAVEL UNLESS RAILINGS ARE SHOWN ON THE PLANS, IN WHICH CASE THE SLOPE SHALL NOT EXCEED 1:12 (8.33%) (ADA SECTION 405).
- A 2% MAXIMUM SLOPE LANDING SHALL BE PROVIDED AT PRIMARY ENTRANCES TO BUILDINGS, THE LANDINGS SHALL HAVE A MINIMUM WIDTH OF 60" AND A MINIMUM DEPTH OF 60" WHEN THE DOOR OPENS INTO THE BUILDING, AND 42" PLUS THE WIDTH OF THE DOOR WHEN THE DOOR OPEN ONTO THE LANDING.
- RAMPS ARE DEFINED AS ANY WALKWAY BETWEEN SLOPES OF 1:20 (5%) AND 1:12 (8.33%), AND SHALL HAVE A MINIMUM WIDTH OF 36" AND A MAXIMUM CROSS-SLOPE OF 2%. RAMPS EXCEEDING 2'-6" VERTICAL SHALL HAVE INTERMEDIATE (2% MAXIMUM SLOPE) LANDINGS HAVING A MINIMUM LENGTH IN THE DIRECTION OF TRAVEL OF 60". BOTTOM LANDINGS AT CHANGES IN RAMP DIRECTION SHALL HAVE A MINIMUM LENGTH OF 72".
- MAXIMUM CROSS SLOPE ON ANY SIDEWALK OR RAMP SHALL BE 2% MAXIMUM SLOPE WITHIN PARKING STALLS DESIGNATED AS HANDICAPPED PARKING SHALL BE 2% IN ANY DIRECTION.
- ALL SIDEWALKS SHALL HAVE A 3' MINIMUM CLEAR WIDTH FOR ACCESSIBILITY CONFORMANCE.
- ANY EXISTING CONDITIONS WITHIN THE PROJECT AREA THAT ARE IDENTIFIED AS NON-ACCESSIBLE SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE CONTRACTING OFFICER.

ABBREVIATIONS:

&	- AND	MAX	- MAXIMUM
@	- AT	MEP	- MECHANICAL/ELECTRICAL/ PLUMBING
%	- PERCENT	MECH.	- MECHANICAL
AB	- AGGREGATE BASE	MH	- MANHOLE
AC	- ASPHALT CONCRETE	MIN	- MINIMUM
AD	- AREA DRAIN	MON	- MONUMENT
ADA	- AMERICANS WITH DISABILITIES ACT	MSL	- MEAN SEA LEVEL
ADAAG	- ADA ACCESSIBILITY GUIDELINES	N	- NORTH
APPROX	- APPROXIMATE	NO/#	- NUMBER
ASB	- AGGREGATE SUBBASE	NTS	- NOT TO SCALE
BC	- BOTTOM OF CURB	O.C.	- ON CENTER
BFP	- BACKFLOW PREVENTER	O.D.	- OUTSIDE DIAMETER
BLDG	- BUILDING	O/S	- OFFSET/ STATION
BOL	- BOLLARD	PL	- PROPERTY LINE
CONC	- CONCRETE	POC	- POINT OF CONNECTION
CB	- CATCH BASIN	PP	- POWER POLE
CLF	- CHAIN LINK FENCE	PSI	- POUND PER SQUARE INCH
CO	- CLEANOUT	PT	- POINT OF TANGENCY
CONN.	- CONNECT	PVC	- POLYVINYL CHLORIDE PIPE
CONST	- CONSTRUCTION OR CONSTRUCT	R	- RADIUS
CONT.	- CONTINUATION	RC	- RELATIVE COMPACTION
CRM	- CEMENT RUBBLE MASONRY	RPM	- RAISED PAVEMENT MARKER
CY	- CUBIC YARD	S	- SLOPE OR SOUTH
DI	- DRAIN INLET	SDMH	- STORM DRAIN MANHOLE
DIA	- DIAMETER	SDCO	- STORM DRAIN CLEANOUT
DMH	- DRAIN MANHOLE	SF	- SQUARE FEET
DPP	- DEPARTMENT OF PLANNING AND PERMITTING	SG	- SUBGRADE
DWG	- DRAWING	SSCO	- SANITARY SEWER CLEANOUT
E	- EAST	SMH	- SEWER MANHOLE
ELEC	- ELECTRICAL	STA	- STATION
EP	- EDGE OF PAVEMENT	STD	- STANDARD
EPA	- ENVIRONMENTAL PROTECTION AGENCY	S/W	- SIDEWALK
ELEV	- ELEVATION	T	- TANGENT
EX./EXIST.	- EXISTING	TC	- TOP OF CURB
FC	- FACE OF CURB	TD	- TRENCH DRAIN
FDC	- FIRE DEPARTMENT CONNECTION	TE	- TOP ELEVATION
FH	- FIRE HYDRANT	TMK	- TAX MAP KEY
FL	- FLOW LINE	TYP	- TYPICAL
FS	- FINISHED SURFACE	UON	- UNLESS OTHERWISE NOTED
FW	- FIRE WATER	U/G	- UNDERGROUND
G.I.	- GALVANIZED IRON	W	- WEST/WATER
G	- GROUND ELEVATION	WL	- WATERLINE
GB	- GRADE BREAK	WM	- WATER METER
HCR	- ACCESSIBLE RAMP	WMH	- WATER MANHOLE
HDPE	- HIGH DENSITY POLYETHYLENE	WV	- WATER VALVE
HP	- HIGH POINT	WWD	- WASTE WATER DIVISION
I.D.	- INSIDE DIAMETER	WWF	- WELDED WIRE FABRIC
INV	- INVERT ELEVATION	W/	- WITH
L	- LENGTH		
Lc	- LENGTH OF CURVE		
LF	- LINEAR FEET		
LIP	- LIP OF GUTTER		
LOW	- LIMIT OF WORK		
LP	- LOW POINT/LIGHT POLE		



CONSTRUCTION PLANS
KONA COMMUNITY HOSPITAL
 79-1019 HAUUKAPILA STREET
 KEALAKEKUA HAWAII 96750
 T.M.K.: (3) 7-9-010:081

NOTES & ABBREVIATIONS

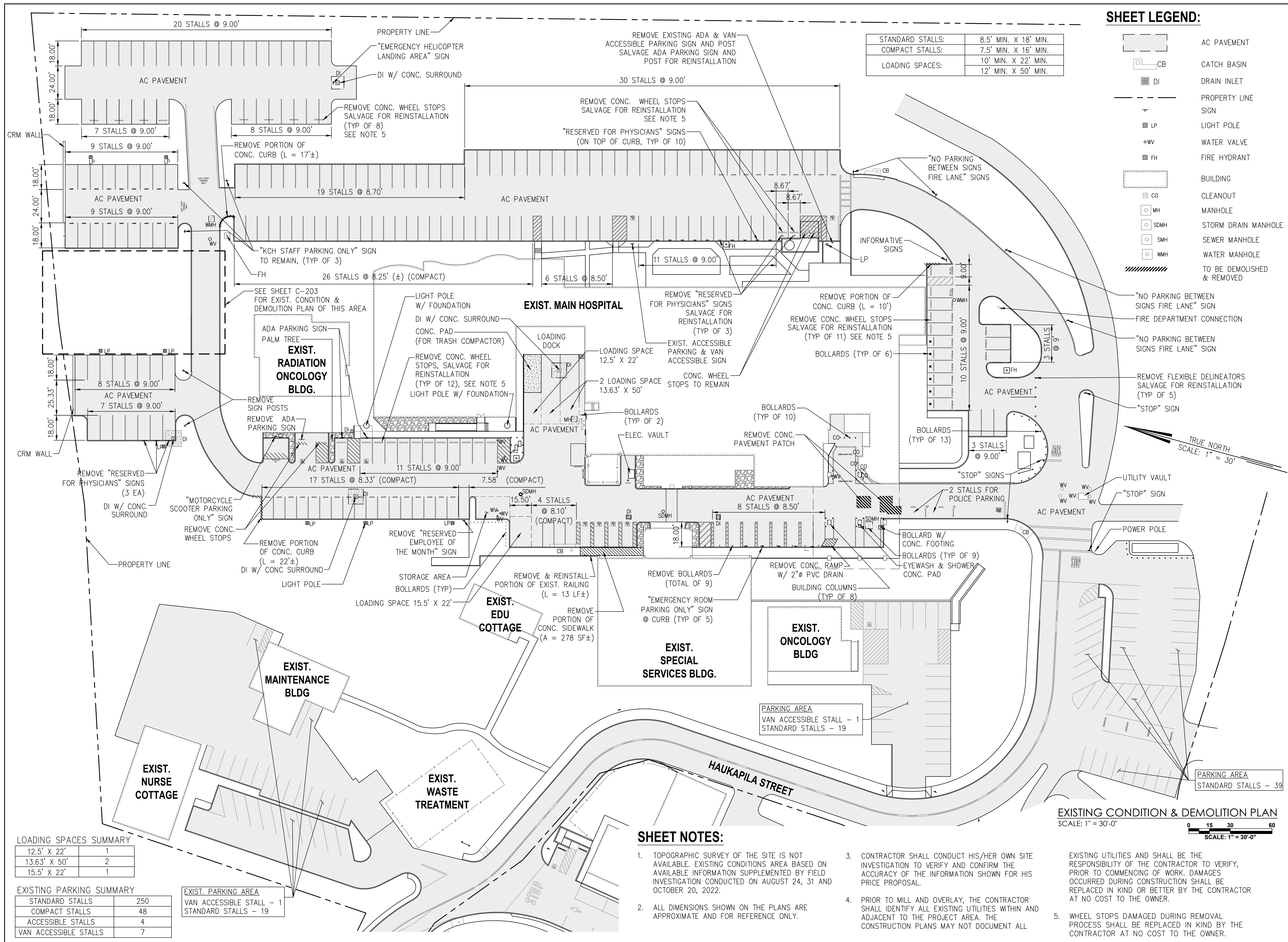
Title

Drafted By:	ET
Checked By:	NAO
Date Drawn:	07.09.2024
Project #:	17A7053.00

REV #	DATE	REVISION DESCRIPTION

C-001

Sheet Number



SHEET LEGEND:

STANDARD STALLS:	8.5' MIN. X 18' MIN.
COMPACT STALLS:	7.5' MIN. X 16' MIN.
LOADING SPACES:	10' MIN. X 22' MIN.
	12' MIN. X 50' MIN.

- AC PAVEMENT
- CB CATCH BASIN
- DI DRAIN INLET
- PROPERTY LINE
- SIGN
- LP LIGHT POLE
- WV WATER VALVE
- FH FIRE HYDRANT
- BUILDING
- CO CLEANOUT
- MH MANHOLE
- SDMH STORM DRAIN MANHOLE
- SMH SEWER MANHOLE
- WMH WATER MANHOLE
- TO BE DEMOLISHED & REMOVED

EXPIRATION DATE: 04/30/2026
Nicola A. Orense
THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF HAWAII. SUBCHAPTER 1, SECTION 16-115, HAWAIIAN STATUTES.

BOWERS + KUBOTA
 BOWERS + KUBOTA CONSULTING
 94-028 Alakai Street, Ste 201-A
 Waipohu, HI. 96797

CONSTRUCTION PLANS
KONA COMMUNITY HOSPITAL
 79-1019 HAUKAPILA STREET
 KEALAKEKUA HAWAII 96750
 T.M.K.: (3) 7-9-010:081

EXISTING CONDITION & DEMOLITION PLAN

Title	
Drafted By:	ET
Checked By:	NAO
Date Drawn:	07.09.2024
Project #:	17A7053.00

REV #	DATE	REVISION DESCRIPTION

C-101
 Sheet Number

SHEET NOTES:

- TOPOGRAPHIC SURVEY OF THE SITE IS NOT AVAILABLE. EXISTING CONDITIONS AREA BASED ON AVAILABLE INFORMATION SUPPLEMENTED BY FIELD INVESTIGATION CONDUCTED ON AUGUST 24, 31 AND OCTOBER 20, 2022.
- ALL DIMENSIONS SHOWN ON THE PLANS ARE APPROXIMATE AND FOR REFERENCE ONLY.
- CONTRACTOR SHALL CONDUCT HIS/HER OWN SITE INVESTIGATION TO VERIFY AND CONFIRM THE ACCURACY OF THE INFORMATION SHOWN FOR HIS PRICE PROPOSAL.
- PRIOR TO MILL AND OVERLAY, THE CONTRACTOR SHALL IDENTIFY ALL EXISTING UTILITIES WITHIN AND ADJACENT TO THE PROJECT AREA. THE CONSTRUCTION PLANS MAY NOT DOCUMENT ALL
- EXISTING UTILITIES AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY, PRIOR TO COMMENCING OF WORK. DAMAGES OCCURRED DURING CONSTRUCTION SHALL BE REPLACED IN KIND OR BETTER BY THE CONTRACTOR AT NO COST TO THE OWNER.
- WHEEL STOPS DAMAGED DURING REMOVAL PROCESS SHALL BE REPLACED IN KIND BY THE CONTRACTOR AT NO COST TO THE OWNER.

LOADING SPACES SUMMARY

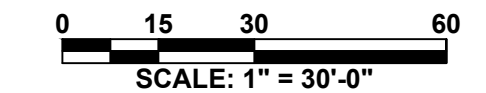
12.5' X 22'	1
13.63' X 50'	2
15.5' X 22'	1

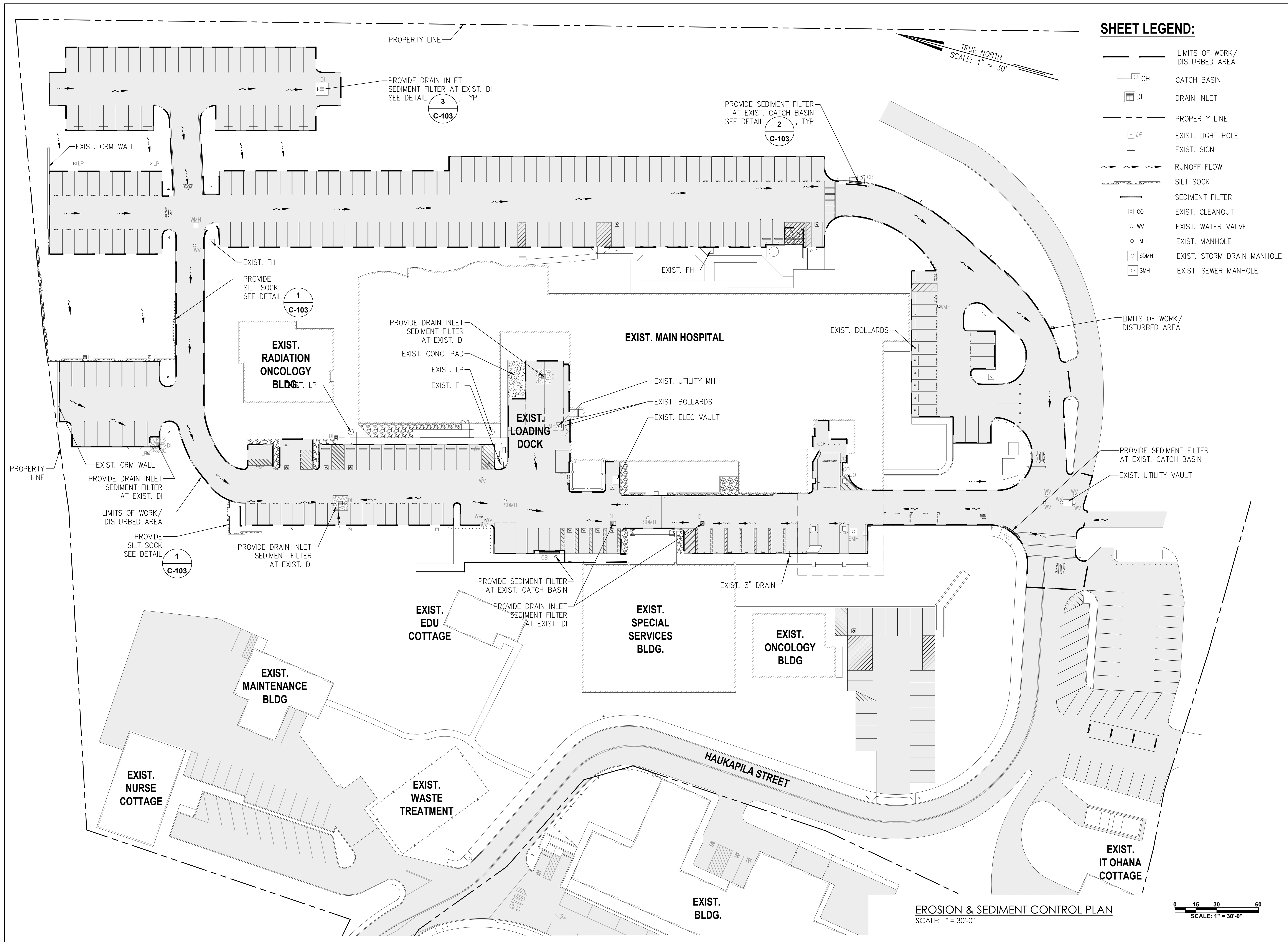
EXISTING PARKING SUMMARY

STANDARD STALLS	250
COMPACT STALLS	48
ACCESSIBLE STALLS	4
VAN ACCESSIBLE STALLS	7

EXIST. PARKING AREA
 VAN ACCESSIBLE STALL - 1
 STANDARD STALLS - 19

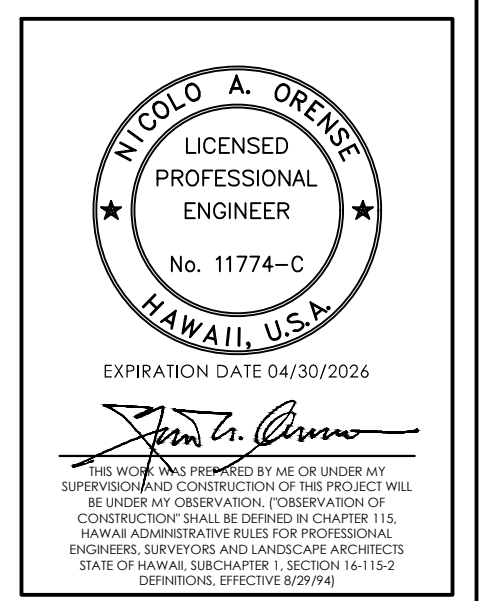
EXISTING CONDITION & DEMOLITION PLAN
 SCALE: 1" = 30'-0"





SHEET LEGEND:

- LIMITS OF WORK / DISTURBED AREA
- CB CATCH BASIN
- DI DRAIN INLET
- PROPERTY LINE
- LP EXIST. LIGHT POLE
- EXIST. SIGN
- RUNOFF FLOW
- SILT SOCK
- SEDIMENT FILTER
- CO EXIST. CLEANOUT
- WV EXIST. WATER VALVE
- MH EXIST. MANHOLE
- SDMH EXIST. STORM DRAIN MANHOLE
- SMH EXIST. SEWER MANHOLE



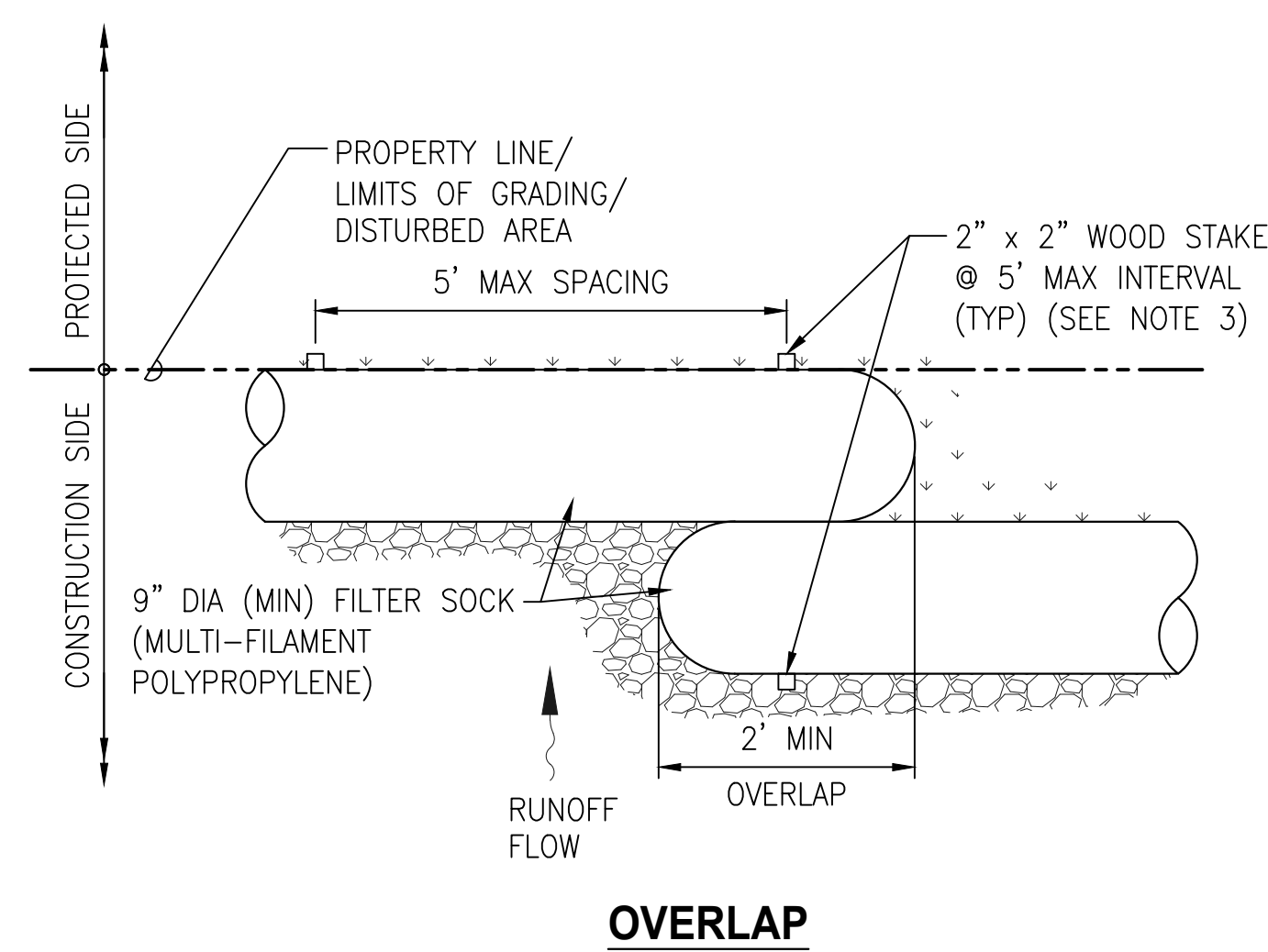
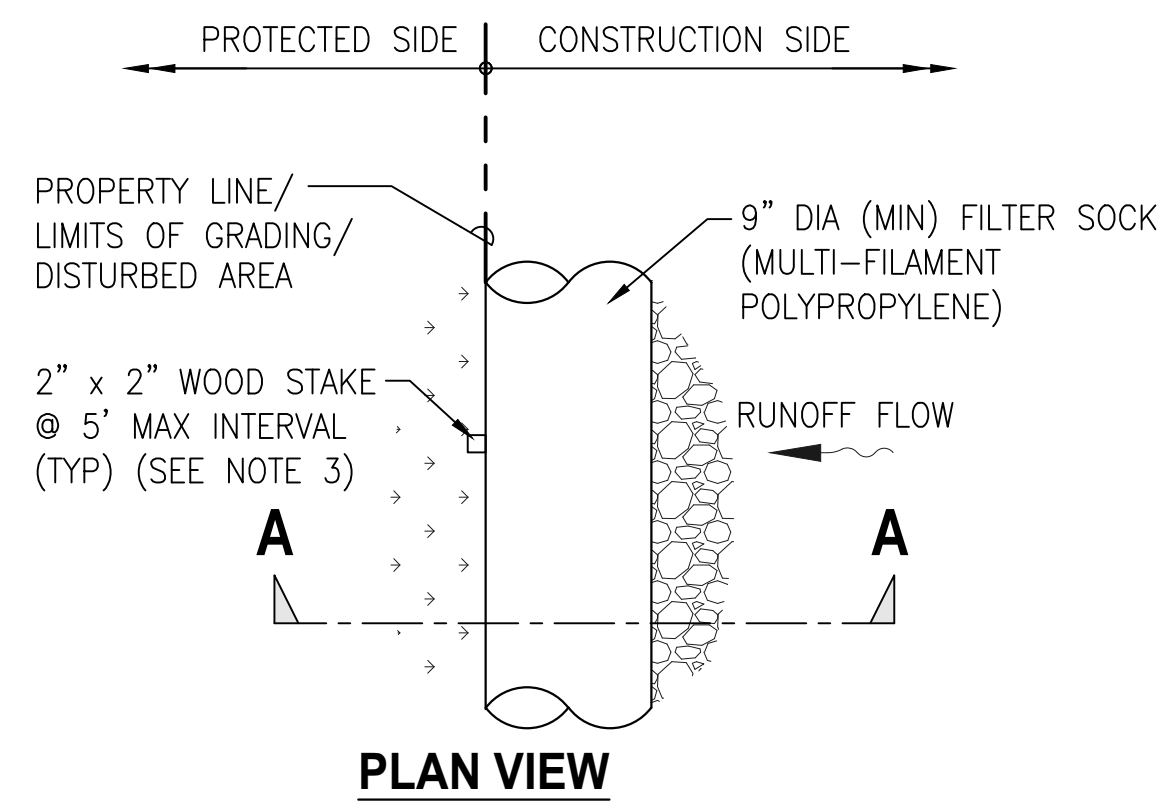
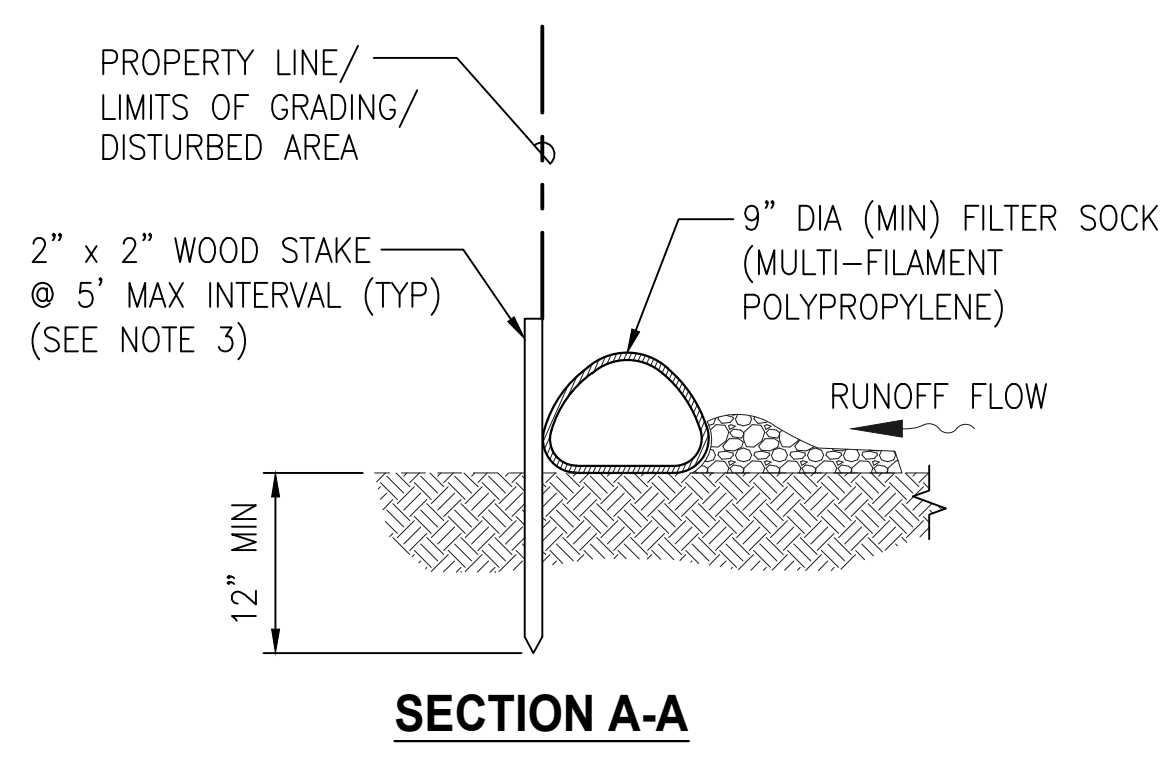
CONSTRUCTION PLANS
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 KEALAKEKUA HAWAII 96750
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EROSION & SEDIMENT CONTROL PLAN
 Title

Drafted By: ET
 Checked By: NAO
 Date Drawn: 07.09.2024
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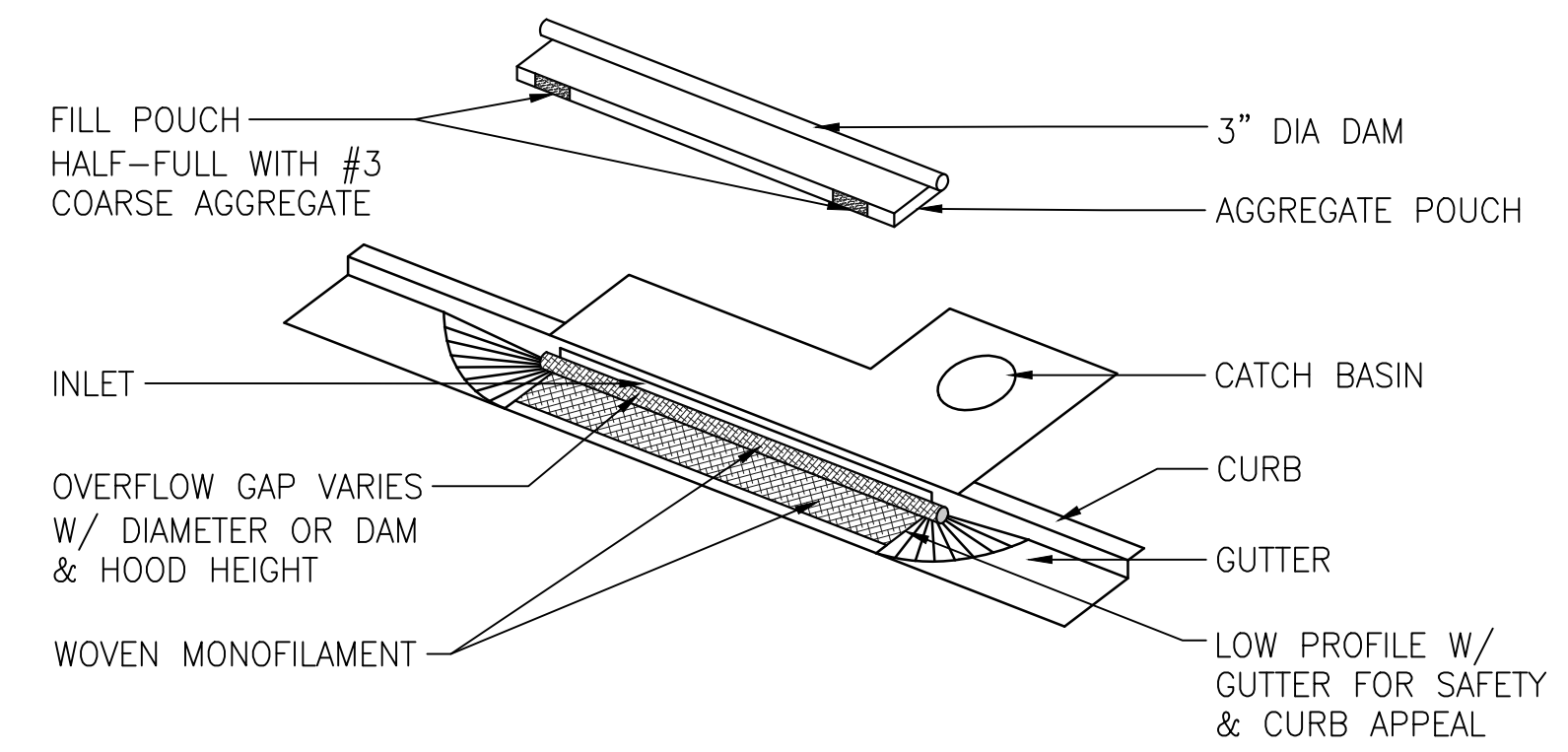
REV #	DATE	REVISION DESCRIPTION

C-102
 Sheet Number



SILT SOCK DETAIL
NTS **1**

- NOTES:**
- SILT SOCK BARRIER COMPOST FILL SHALL NOT CONTAIN BIOSOLIDS AND SHOULD BE CONSISTENT WITH EPA GUIDELINES.
 - SILT SOCK BARRIER SHALL BE PLACED HORIZONTAL ON SLOPES WITH THE ENDS OF THE SILT SOCK POINTING UPSLOPE TO PREVENT STORM WATER FROM RUNNING AROUND SILT SOCK ENDS.
 - AREAS WHERE SILT SOCK WILL BE ON HARD SURFACE/PAVEMENT, THE CONTRACTOR SHALL PROVIDE CMU BLOCKS OR GRAVEL BAGS CONTAINING CLEAN PEA-SIZE IN LIEU OF STAKES AND SPACED AS NOTED FOR STAKES. THE CONTRACTOR SHALL ASSURE THE SILT SOCK IS FIRMLY SECURED.
 - THE CONTRACTOR SHALL INSPECT THE SILT SOCK REGULARLY OR AFTER EACH RAIN EVENT AND ASSURE THE SILT SOCK IS PERFORMING PROPERLY.
 - SOCK MESH SHALL BE A SINGLE-PLY, POLYPROPYLENE, KNITTED MESH WITH 1/8" TO 3/8" OPENINGS.



- NOTES:**
- THE CONTRACTOR SHALL REMOVE FILTERS DURING TIMES OF ABOVE NORMAL RAINFALL EVENTS AND REPLACE THEM AFTER EVENT HAS PASSED.
 - THE CONTRACTOR SHALL INSPECT ALL CATCH BASIN/INLETS AND REMOVE ACCUMULATED SILT AND DEBRIS. FLUSHING IS PROHIBITED.

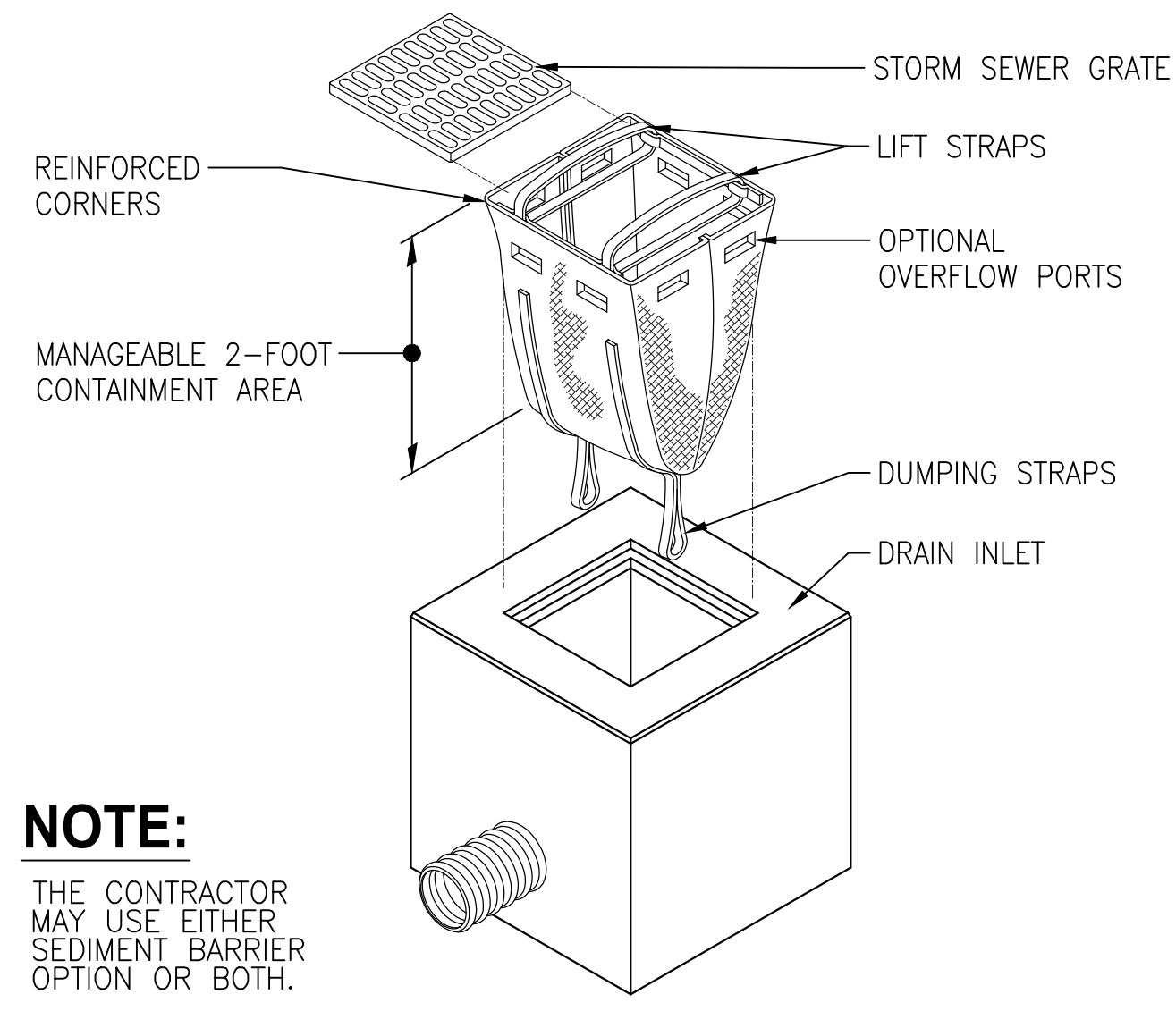
SEDIMENT FILTER FOR CATCH BASINS
NTS **2**

GOOD HOUSEKEEPING BMPS:

- STREET SWEEPING AND VACUUMING**
ALL POLLUTANTS DISCHARGED FROM CONSTRUCTION SITE TO OFF-SITE AREAS MUST BE SWEEPED OR VACUUMED EACH DAY BEFORE LEAVING THE JOB SITE.
- MATERIALS DELIVERY, STORAGE AND USE MANAGEMENT**
PREVENT, REDUCE, OR ELIMINATE THE DISCHARGE OF POLLUTANTS FROM MATERIAL DELIVERY, STORAGE, AND USE TO THE STORM WATER SYSTEM OR WATER COURSES BY MINIMIZING THE STORAGE OF HAZARDOUS MATERIALS ONSITE, STORING MATERIALS IN A DESIGNATED AREA, INSTALLING SECONDARY CONTAINMENT, CONSTRUCTION MATERIALS, WASTE, TOXIC AND HAZARDOUS SUBSTANCES, STOCKPILES AND OTHER SOURCES OF POLLUTION SHALL NOT BE STORED IN BUFFER AREAS, NEAR AREAS OF CONCENTRATED FLOW, OR AREAS ABUTTING THE MS4, RECEIVING WATERS, OR DRAINAGE IMPROVEMENTS THAT DISCHARGE OFF-SITE. PRIMARY AND SECONDARY CONTAINMENT CONTROLS AND COVERS SHALL BE IMPLEMENTED TO THE MEP.
- SPILL PREVENTION AND CONTROL**
CREATE AND IMPLEMENT SPILL PREVENTION AND RESPONSE PLANS TO ELIMINATE AND MINIMIZE THE DISCHARGE OF POLLUTANTS TO THE MS4 AND RECEIVING WATERS FROM LEAKS AND SPILLS BY REDUCING THE CHANCE FOR SPILLS, ABSORBING, CONTAINING, AND CLEANING UP SPILLS AND PROPERLY DISPOSING OF SPILL MATERIALS. AT A MINIMUM, ALL PROJECTS SHALL CLEANUP ALL LEAKS AND SPILLS IMMEDIATELY.
- HAZARDOUS MATERIALS**
PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS TO STORM WATER FROM HAZARDOUS WASTE THROUGH PROPER MATERIAL USE AND WASTE DISPOSAL. IN THE EVENT THAT HAZARDOUS MATERIALS ARE DISCHARGED TO THE MS4, THE PROPERTY OWNER OR ESCP COORDINATOR SHALL IMMEDIATELY NOTIFY THE DEPARTMENT OF FACILITIES MAINTENANCE, HONOLULU FIRE DEPARTMENT, AND HONOLULU POLICE DEPARTMENT OF THE DISCHARGE BY TELEPHONE. A WRITTEN REPORT DESCRIBING THE POLLUTANTS THAT WERE DISCHARGED, THE REASONS FOR THE DISCHARGE AND THE MEASURES THAT HAVE BEEN TAKEN OR WILL BE TAKEN TO PREVENT A REOCCURRENCE OF THE DISCHARGE SHALL BE SUBMITTED TO THE DIRECTOR NO LESS THAN 3 DAYS AFTER NOTIFICATION BY PHONE.
- NON-HAZARDOUS MATERIALS**
IN THE EVENT THAT NON-HAZARDOUS MATERIALS ARE DISCHARGED TO THE MS4, THE PROPERTY OWNER OR ESCP COORDINATOR SHALL NOTIFY THE CITY DEPARTMENT OF FACILITIES MAINTENANCE BY TELEPHONE NO LATER THAN THE NEXT BUSINESS DAY. A WRITTEN REPORT DESCRIBING THE POLLUTANTS THAT WERE DISCHARGED, THE REASONS FOR THE DISCHARGE AND THE MEASURES THAT HAVE BEEN TAKEN OR WILL BE TAKEN TO PREVENT A REOCCURRENCE OF THE DISCHARGE SHALL BE SUBMITTED TO THE DIRECTOR NO LESS THAN 3 DAYS AFTER NOTIFICATION BY PHONE.
- VEHICLE AND EQUIPMENT CLEANING**
ELIMINATE AND MINIMIZE THE DISCHARGE OF POLLUTANTS TO STORM WATER FROM VEHICLE AND EQUIPMENT CLEANING OPERATIONS BY USING OFF-SITE FACILITIES WHEN FEASIBLE, WASHING IN DESIGNATED, CONTAINED AREAS ONLY, AND ELIMINATING DISCHARGES TO THE STORM DRAIN SYSTEM BY EVAPORATING AND/OR TREATING WASH WATER, AS APPROPRIATE OR INFILTRATING WASH WATER FOR EXTERIOR CLEANING ACTIVITIES THAT USE WATER ONLY.
- VEHICLE AND EQUIPMENT FUELING**
PREVENT FUEL SPILLS AND LEAKS BY USING OFF-SITE FACILITIES, FUELING ONLY IN DESIGNATED AREAS, ENCLOSING OR COVERING STORED FUEL AND IMPLEMENTING SPILL CONTROLS SUCH AS SECONDARY CONTAINMENT AND ACTIVE MEASURES USING SPILL RESPONSE KITS.
- VEHICLE AND EQUIPMENT MAINTENANCE**
ELIMINATE AND MINIMIZE THE DISCHARGE OF POLLUTANTS TO STORM WATER FROM VEHICLE AND EQUIPMENT MAINTENANCE OPERATIONS BY USING OFF-SITE FACILITIES WHEN FEASIBLE, PERFORMING WORK IN DESIGNATED AREAS ONLY, USING SPILL PADS UNDER VEHICLES AND EQUIPMENT, CHECKING FOR LEAKS AND SPILLS, AND CONTAINING AND CLEANING UP SPILLS IMMEDIATELY.

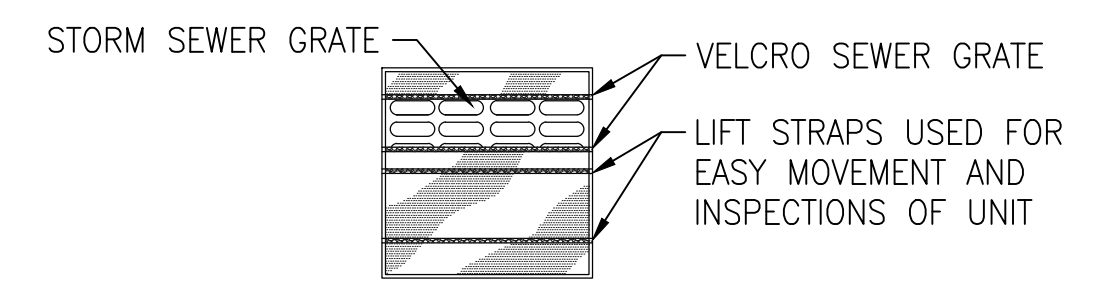
GOOD HOUSEKEEPING BMPS (CONTINUED):

- SOLID WASTE MANAGEMENT**
PREVENT OR REDUCE DISCHARGE OF POLLUTANTS TO THE LAND, GROUNDWATER, AND IN STORM WATER FROM SOLID WASTE OR CONSTRUCTION AND DEMOLITION WASTE BY PROVIDING DESIGNATED WASTE COLLECTION AREAS. COLLECT SITE TRASH DAILY AND ENSURING THAT CONSTRUCTION WASTE IS COLLECTED, REMOVED AND DISPOSED OF ONLY AT AUTHORIZED DISPOSAL AREAS.
- SANITARY/SEPTIC WASTE MANAGEMENT**
TEMPORARY AND PORTABLE SANITARY AND SEPTIC WASTE SYSTEMS SHALL BE MOUNTED OR STAKED IN, WELL MAINTAINED AND SCHEDULED FOR REGULAR WASTE DISPOSAL AND SERVICING. SOURCES OF SANITARY AND OR SEPTIC WASTE SHALL NOT BE STORED NEAR THE MS4 OR RECEIVING WATERS.
- STOCKPILE MANAGEMENT**
STOCKPILES SHALL NOT BE LOCATED IN DRAINAGE WAYS WITHIN 50 FEET FROM AREAS OF CONCENTRATED FLOWS AND ARE NOT ALLOWED IN THE CITY RIGHT OF WAY. SEDIMENT BARRIERS OR SILT FENCES SHALL BE USED AROUND THE BASE OF ALL STOCKPILES. STOCKPILES SHALL NOT EXCEED 15 FEET IN HEIGHT. STOCKPILES GREATER THAN 15 FEET SHALL REQUIRE 8 FOOT WIDE BENCHING IN ACCORDANCE WITH ROH CHAPTER 14, ARTICLE 15. STOCKPILES MUST BE COVERED WITH PLASTIC SHEETING OR A COMPARABLE MATERIAL IF THEY WILL NOT BE ACTIVELY USED WITHIN 7 DAYS.
- LIQUID WASTE MANAGEMENT**
LIQUID WASTE SHALL BE CONTAINED IN A CONTROLLED AREA SUCH AS A HOLDING PIT, SEDIMENT BASIN, ROLL-OFF BIN OR PORTABLE TANK OF SUFFICIENT VOLUME AND TO CONTAIN THE LIQUID WASTES GENERATED. CONTAINMENT AREAS OR DEVICES MUST BE IMPERMEABLE AND LEAK FREE AND SHOULD NOT BE LOCATED WHERE ACCIDENTAL RELEASE OF THE CONTAINED FLUID CAN DISCHARGE TO WATER BODIES, CHANNELS OR STORM DRAINS.
- CONCRETE WASTE MANAGEMENT**
PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS TO STORM WATER FROM CONCRETE WASTE BY CONDUCTING WASHOUT OFFSITE OR PERFORMING ONSITE WASHOUT IN A DESIGNATED AREA CONSTRUCTED AND MAINTAINED IN SUFFICIENT QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS. PLASTIC LINING MATERIALS SHOULD BE A MINIMUM OF 10 MILLIMETER POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL. CONTAINMENT AREAS OR DEVICES SHOULD NOT BE LOCATED WHERE ACCIDENTAL RELEASE OF THE CONTAINED LIQUID CAN DISCHARGE TO WATER BODIES, CHANNELS, OR STORM DRAINS. WASHOUT FACILITIES MUST BE CLEANED OR NEW FACILITIES MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASHOUT IS 75 PERCENT FULL. ONCE CONCRETE WASTES ARE WASHED INTO DESIGNATED AREA AND ALLOWED TO HARDEN, THE CONCRETE SHOULD BE BROKEN UP, REMOVED AND DISPOSED OF AS SOLID WASTES.
- CONTAMINATED SOIL MANAGEMENT**
AT MINIMUM CONTAIN CONTAMINATED MATERIAL SOIL BY SURROUNDING WITH IMPERMEABLE LINED BERMS OR COVER EXPOSED CONTAMINATED MATERIAL WITH PLASTIC SHEETING. CONTAMINATED SOIL SHOULD BE DISPOSED OF PROPERLY IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
- DUST CONTROL**
THE CONTRACTOR AT HIS OWN EXPENSE SHALL KEEP THE PROJECT AREA FREE FROM DUST NUISANCE. THE WORK SHALL BE IN CONFORMANCE WITH THE HAWAII ADMINISTRATIVE RULES: TITLE 11 CHAPTER 60, "AIR POLLUTION CONTROL"
- BMP AND SITE MAINTENANCE**
REGULARLY INSPECT AND MAINTAIN REQUIRED EROSION AND SEDIMENT CONTROLS TO ENSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.



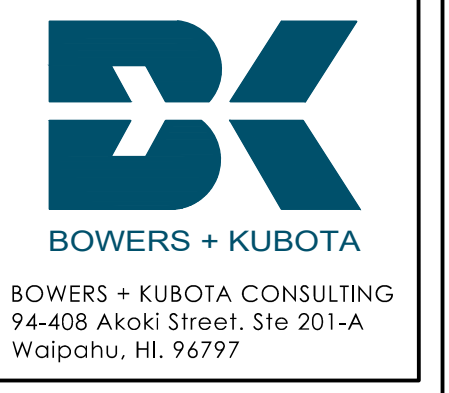
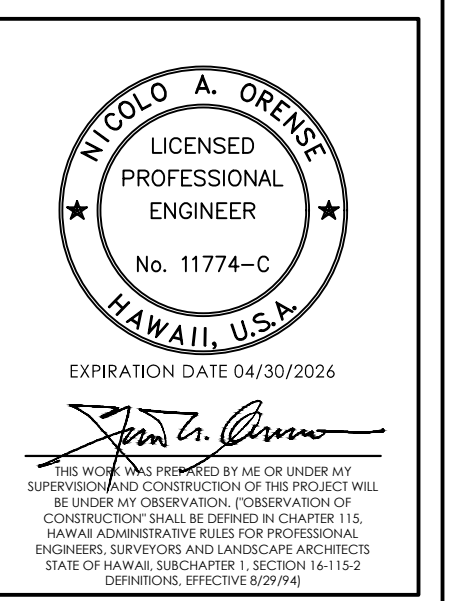
NOTE:
THE CONTRACTOR MAY USE EITHER SEDIMENT BARRIER OPTION OR BOTH.

DRAIN INLET



INLET GRATE

SEDIMENT FILTER FOR DRAIN INLETS
NTS **3**



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EROSION & SEDIMENT CONTROL DETAILS

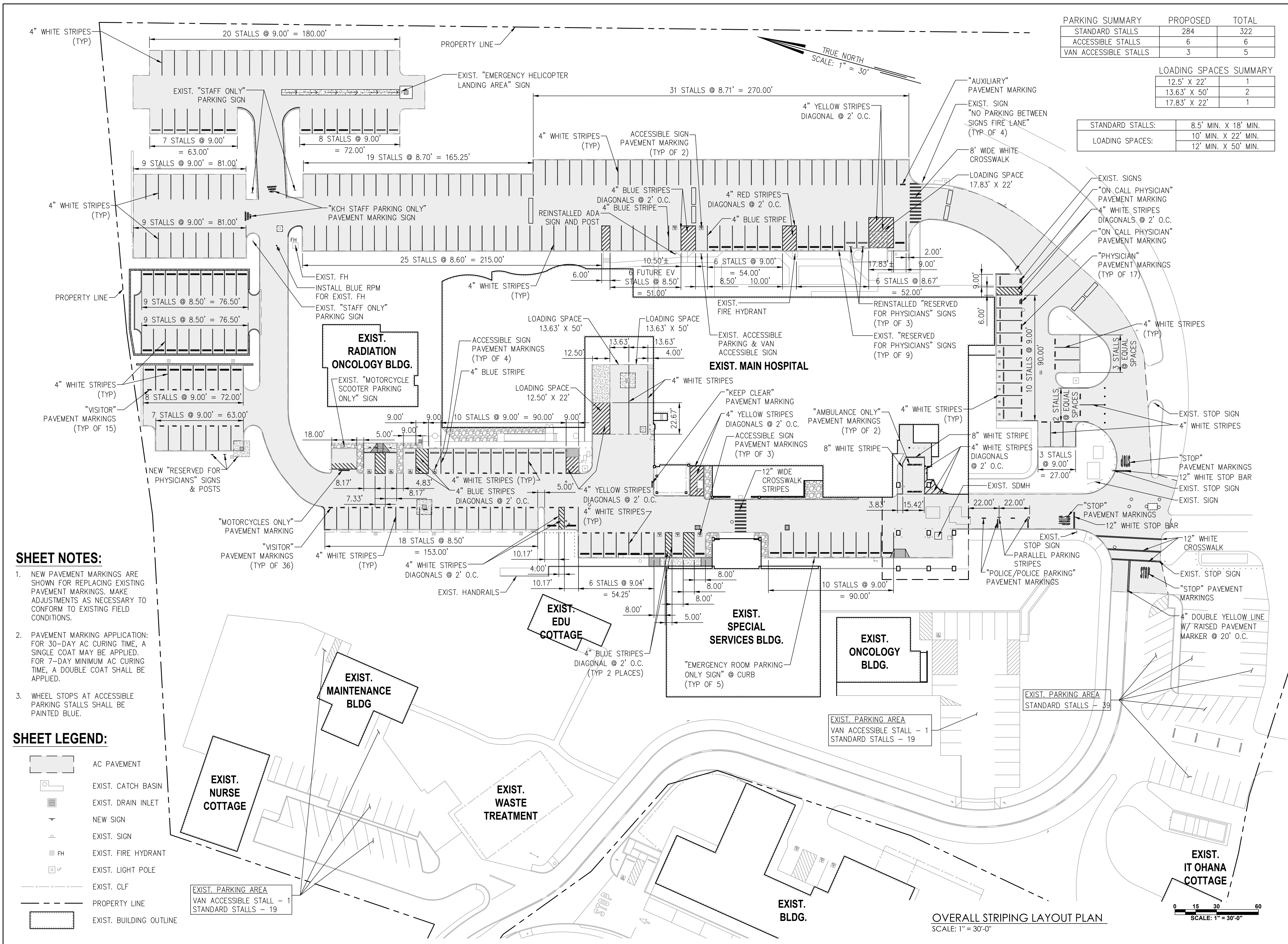
Title

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C-103

Sheet Number



PARKING SUMMARY	PROPOSED	TOTAL
STANDARD STALLS	284	322
ACCESSIBLE STALLS	6	6
VAN ACCESSIBLE STALLS	3	5

LOADING SPACES SUMMARY	PROPOSED	TOTAL
12.5' X 22'	1	
13.63' X 50'	2	
17.83' X 22'	1	

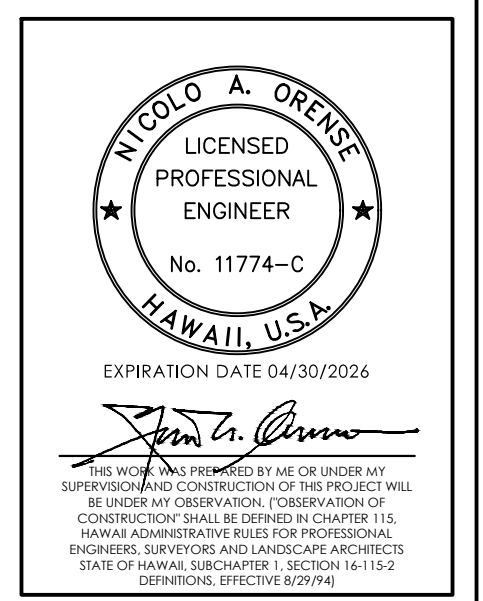
STANDARD STALLS:	8.5' MIN. X 18' MIN.
LOADING SPACES:	10' MIN. X 22' MIN. 12' MIN. X 50' MIN.

SHEET NOTES:

1. NEW PAVEMENT MARKINGS ARE SHOWN FOR REPLACING EXISTING PAVEMENT MARKINGS. MAKE ADJUSTMENTS AS NECESSARY TO CONFORM TO EXISTING FIELD CONDITIONS.
2. PAVEMENT MARKING APPLICATION: FOR 30-DAY AC CURING TIME, A SINGLE COAT MAY BE APPLIED. FOR 7-DAY MINIMUM AC CURING TIME, A DOUBLE COAT SHALL BE APPLIED.
3. WHEEL STOPS AT ACCESSIBLE PARKING STALLS SHALL BE PAINTED BLUE.

SHEET LEGEND:

- AC PAVEMENT
- EXIST. CATCH BASIN
- EXIST. DRAIN INLET
- NEW SIGN
- EXIST. SIGN
- EXIST. FIRE HYDRANT
- EXIST. LIGHT POLE
- EXIST. CLF
- PROPERTY LINE
- EXIST. BUILDING OUTLINE



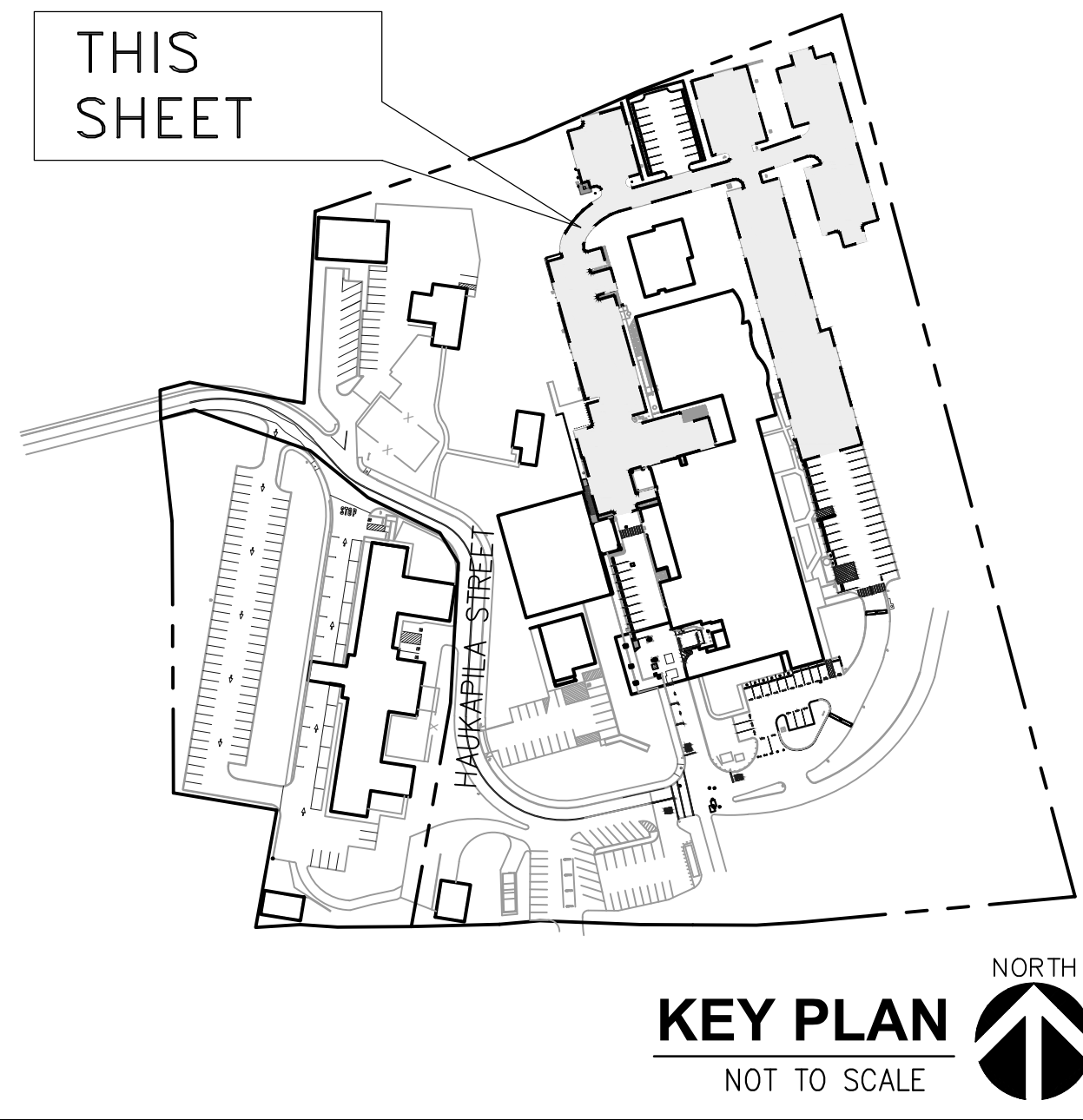
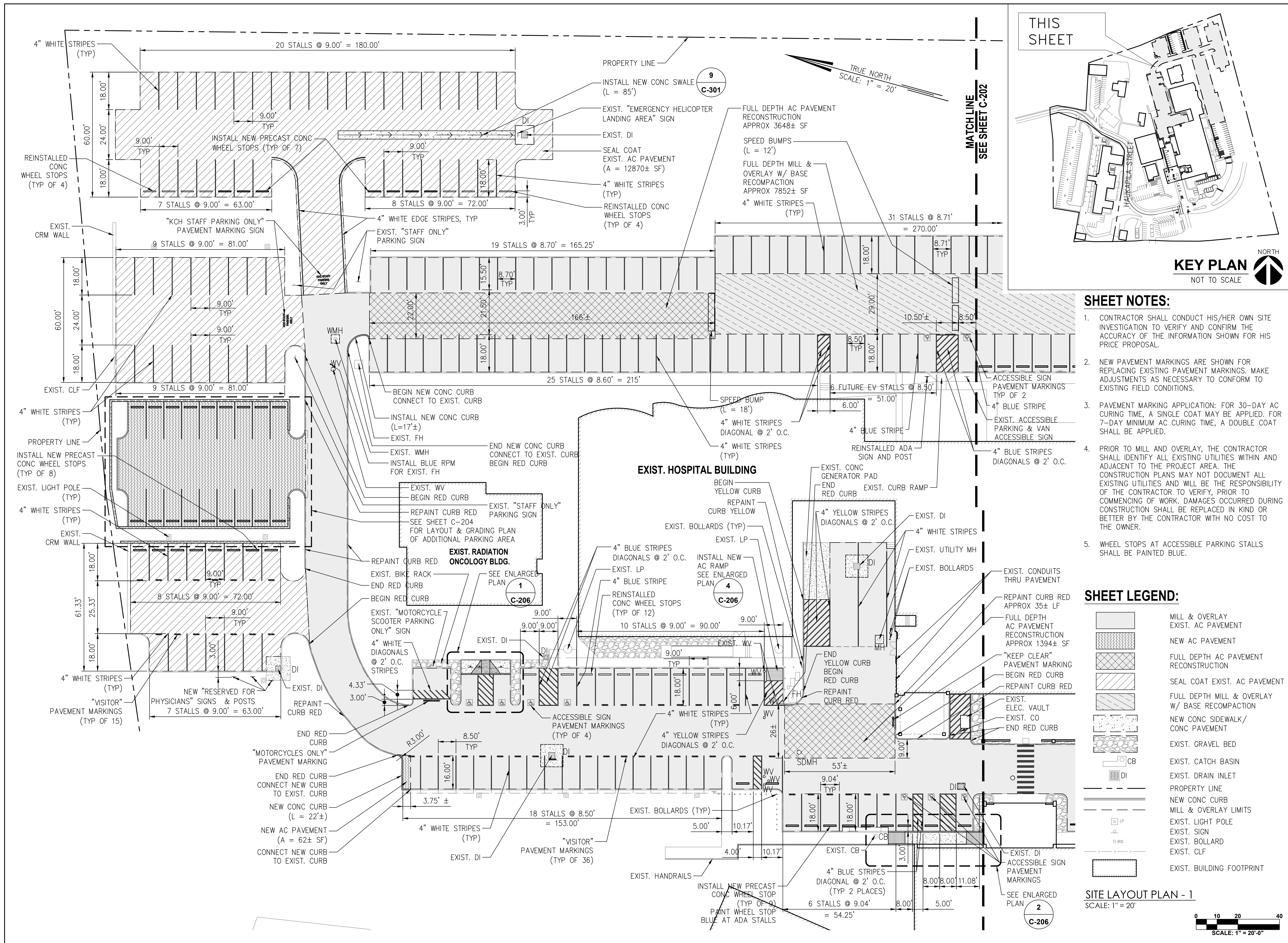
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OVERALL STRIPING LAYOUT PLAN

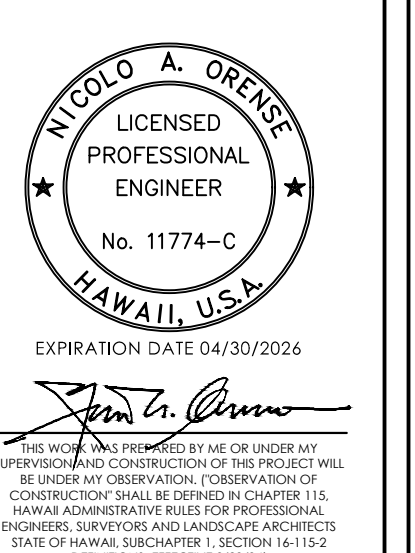
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Drafted By: ET
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C-200
 Sheet Number



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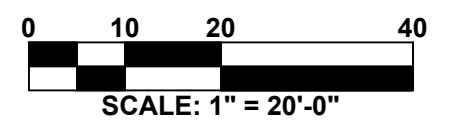
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4. PRIOR TO MILL AND OVERLAY, THE CONTRACTOR SHALL IDENTIFY ALL EXISTING UTILITIES WITHIN AND ADJACENT TO THE PROJECT AREA. THE CONSTRUCTION PLANS MAY NOT DOCUMENT ALL EXISTING UTILITIES AND WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY, PRIOR TO COMMENCING OF WORK. DAMAGES OCCURRED DURING CONSTRUCTION SHALL BE REPLACED IN KIND OR BETTER BY THE CONTRACTOR WITH NO COST TO THE OWNER.
5. WHEEL STOPS AT ACCESSIBLE PARKING STALLS SHALL BE PAINTED BLUE.

SHEET LEGEND:

	MILL & OVERLAY EXIST. AC PAVEMENT
	NEW AC PAVEMENT
	FULL DEPTH AC PAVEMENT RECONSTRUCTION
	SEAL COAT EXIST. AC PAVEMENT
	FULL DEPTH MILL & OVERLAY W/ BASE RECOMPACTION
	NEW CONC SIDEWALK/ CONC PAVEMENT
	EXIST. GRAVEL BED
	EXIST. CATCH BASIN
	EXIST. DRAIN INLET
	PROPERTY LINE
	NEW CONC CURB
	MILL & OVERLAY LIMITS
	EXIST. LIGHT POLE
	EXIST. SIGN
	EXIST. BOLLARD
	EXIST. CLF
	EXIST. BUILDING FOOTPRINT

SITE LAYOUT PLAN - 1
SCALE: 1" = 20'



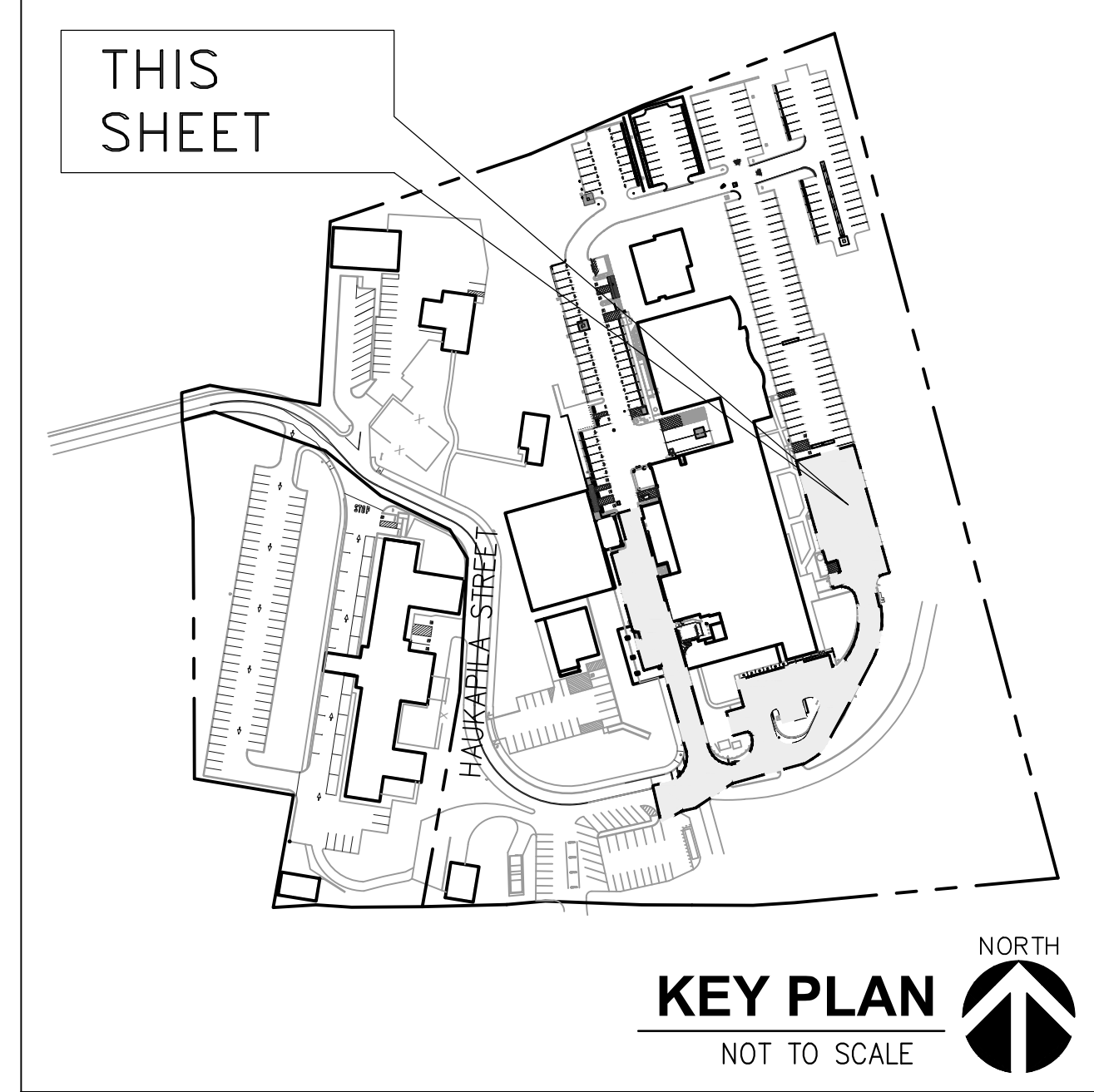
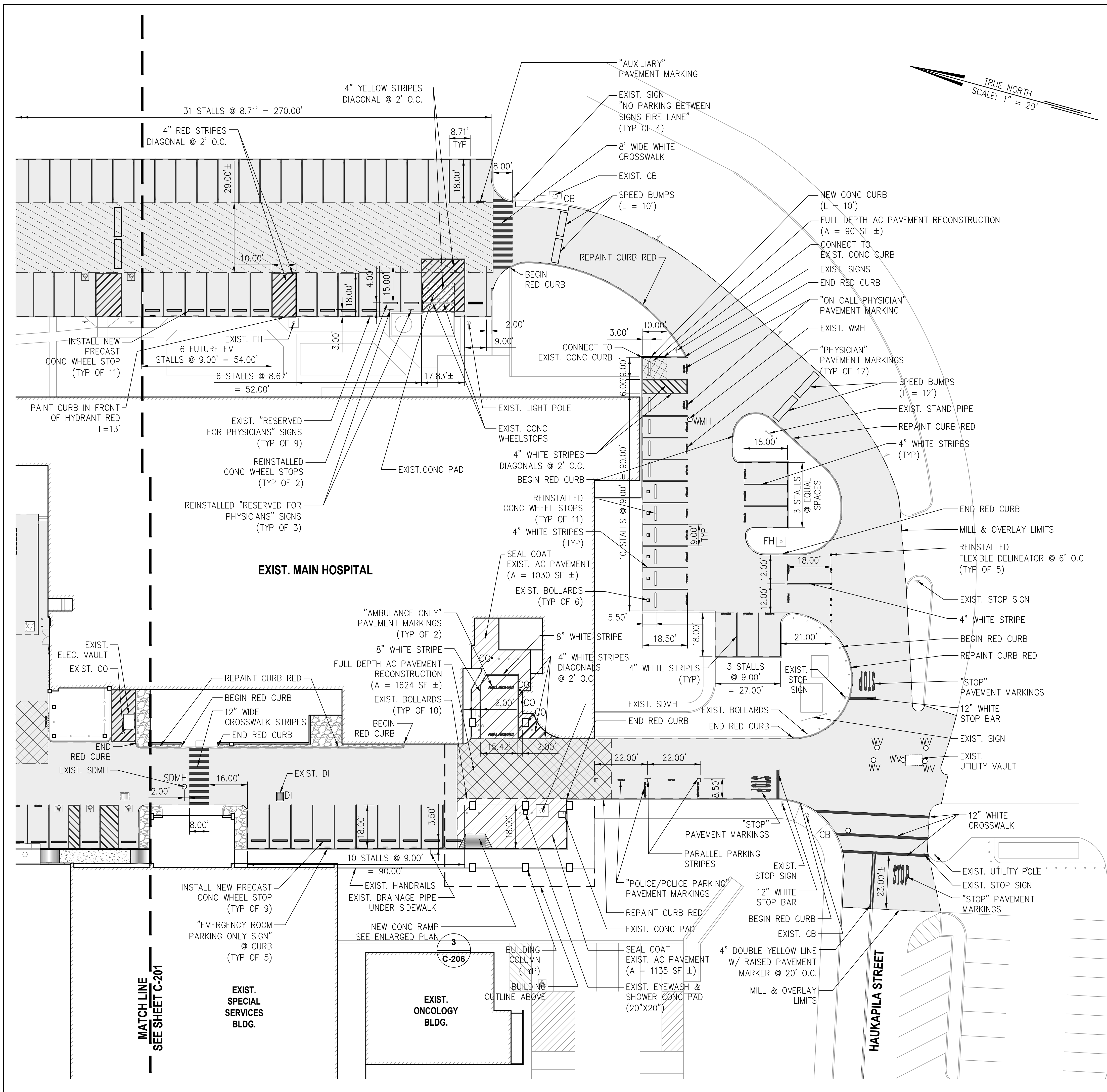
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SITE LAYOUT PLAN - 1
Title

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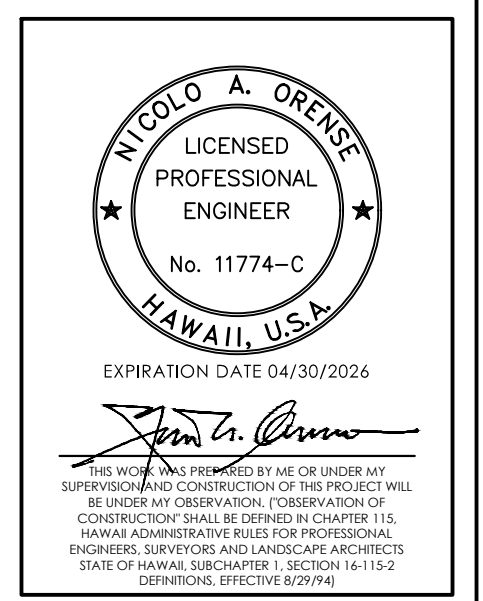
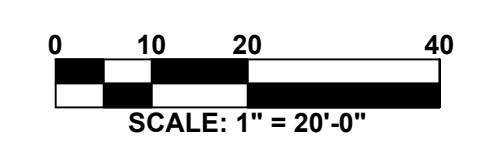
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5. WHEEL STOPS AT ACCESSIBLE PARKING STALLS SHALL BE PAINTED BLUE.

SHEET LEGEND:

	MILL & OVERLAY
	EXIST. AC PAVEMENT
	FULL DEPTH AC PAVEMENT RECONSTRUCTION
	SEAL COAT EXIST. AC PAVEMENT
	FULL DEPTH MILL & OVERLAY W/ BASE RECOMPACTION
	NEW CONC SIDEWALK/ CONC PAVEMENT
	EXIST. GRAVEL BED
	EXIST. CATCH BASIN
	EXIST. DRAIN INLET
	PROPERTY LINE
	NEW CONC CURB
	MILL & OVERLAY LIMITS
	EXIST. LIGHT POLE
	EXIST. SIGN
	EXIST. BOLLARD
	EXIST. CLF
	EXIST. BUILDING OUTLINE

SITE LAYOUT PLAN - 2
SCALE: 1" = 20'-0"



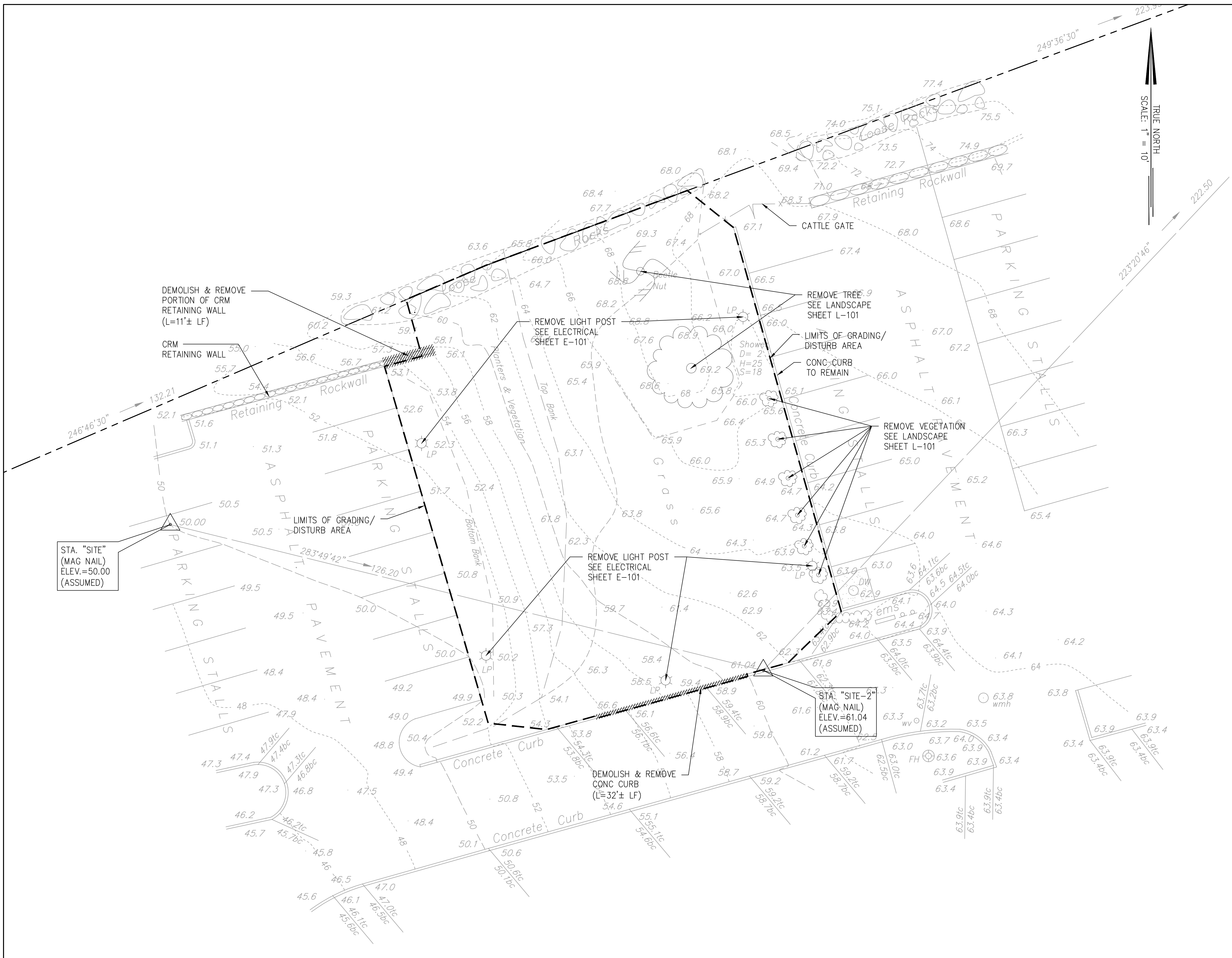
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SITE LAYOUT PLAN - 2
Title

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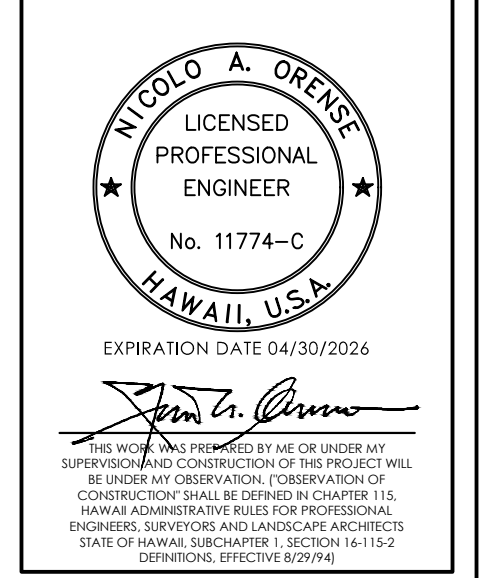
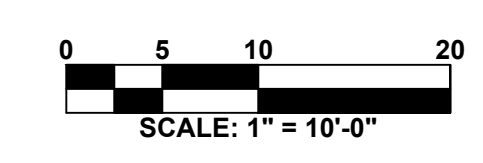
C-202
Sheet Number



- LEGEND:**
- PROPERTY LINE
 - - - - - LIMIT OF GRADING/DISTURBED AREA
 - 60--- EXIST. MAJOR CONTOUR
 - 62--- EXIST. MINOR CONTOUR
 - X 65.4 EXIST. SPOT ELEVATION
 - EXIST. RETAINING ROCKWALL
 - //// REMOVE EXIST. CONC. CURB/ CRM RETAINING WALL

TRUE NORTH
SCALE: 1" = 10'

DEMOLITION PLAN - ADDITIONAL PARKING
SCALE: 1" = 10'



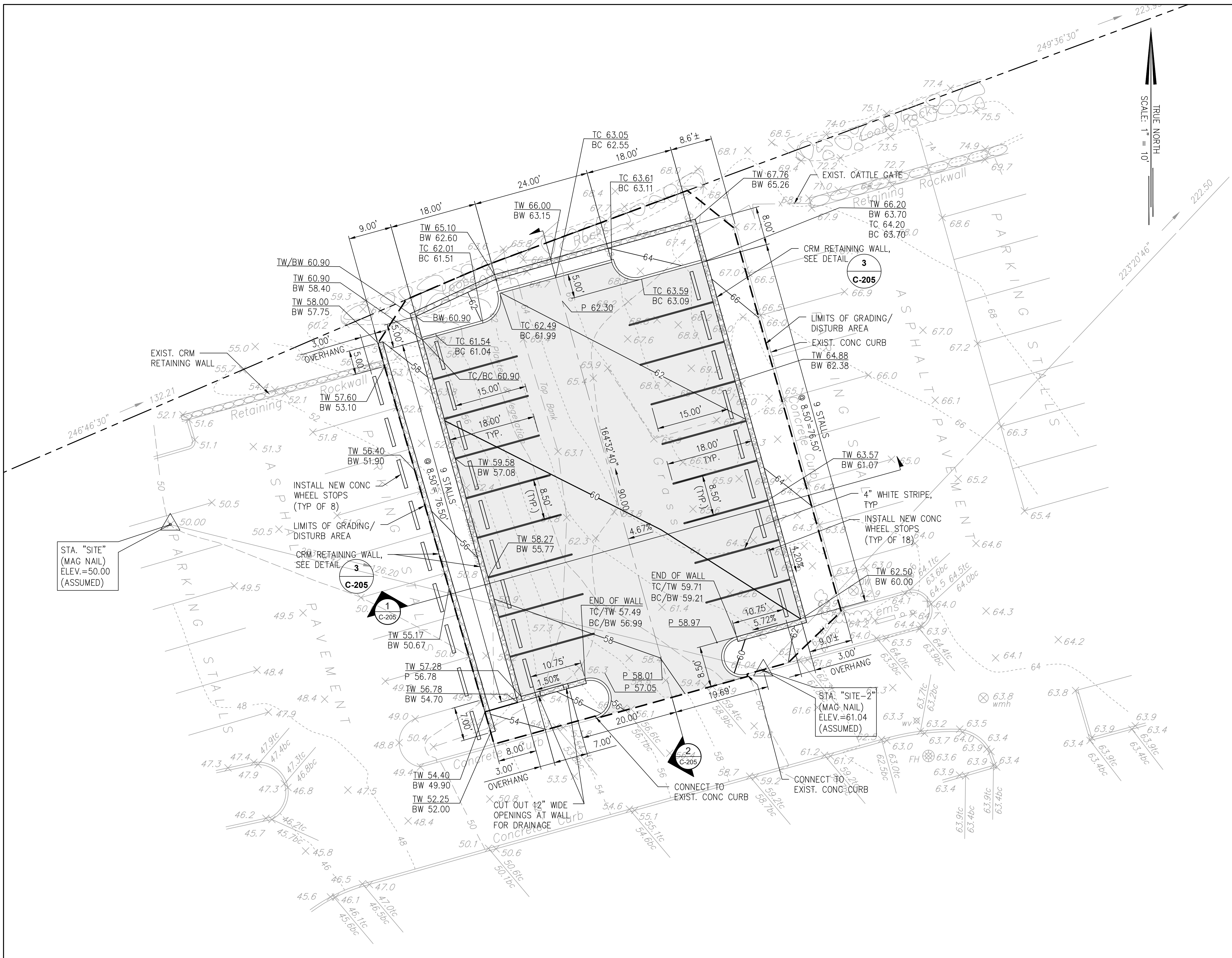
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DEMOLITION PLAN - ADDITIONAL PARKING

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Date Drawn: 07.09.2024
Project #: 17A7053.00

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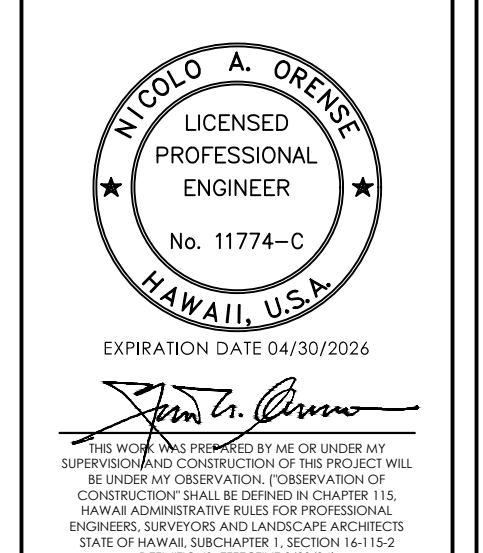
EARTHWORK QUANTITIES:

EMBANKMENT = 246 CY
 EXCAVATION = 525 CY

AREA TO BE GRADED = 0.17 ACRE
 AREA TO BE DISTURBED = 0.17 ACRE

EARTHWORK QUANTITIES SHOWN ON THE PLANS OR REPRESENTED BY THE ENGINEER ARE APPROXIMATE AND ARE FOR GRADING PERMIT APPROVAL ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INCLUDE ALL MATERIAL AND LABOR REQUIRED WITHIN THE BID PRICE AND TO CARRY OUT THE CUT/FILL, IMPORT/EXPORT AS NECESSARY TO MEET THE DESIGN GRADES AS SHOWN ON THE PLANS REGARDLESS OF THE ESTIMATED EARTHWORK QUANTITIES AS INDICATED.

- LEGEND:**
- PROPERTY LINE
 - - - - - LIMIT OF GRADING/DISTURBED AREA
 - 60— PROPOSED MAJOR CONTOUR
 - 62— PROPOSED MINOR CONTOUR
 - 60— EXIST. MAJOR CONTOUR
 - 62— EXIST. MINOR CONTOUR
 - X 65.4 EXIST. SPOT ELEVATION
 - EXIST. RETAINING ROCKWALL
 - EXIST. CRM RETAINING WALL
 - NEW AC PAVEMENT
 - TW 63.57 TOP OF WALL ELEV
 - BW 61.07 BOT OF WALL ELEV
 - TC 57.49 TOP OF CURB ELEV
 - BC 56.99 BOT OF CURB ELEV
 - P 58.97 TOP OF PAVEMENT ELEV



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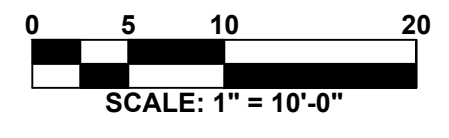
SITE LAYOUT & GRADING PLAN - ADDITIONAL PARKING

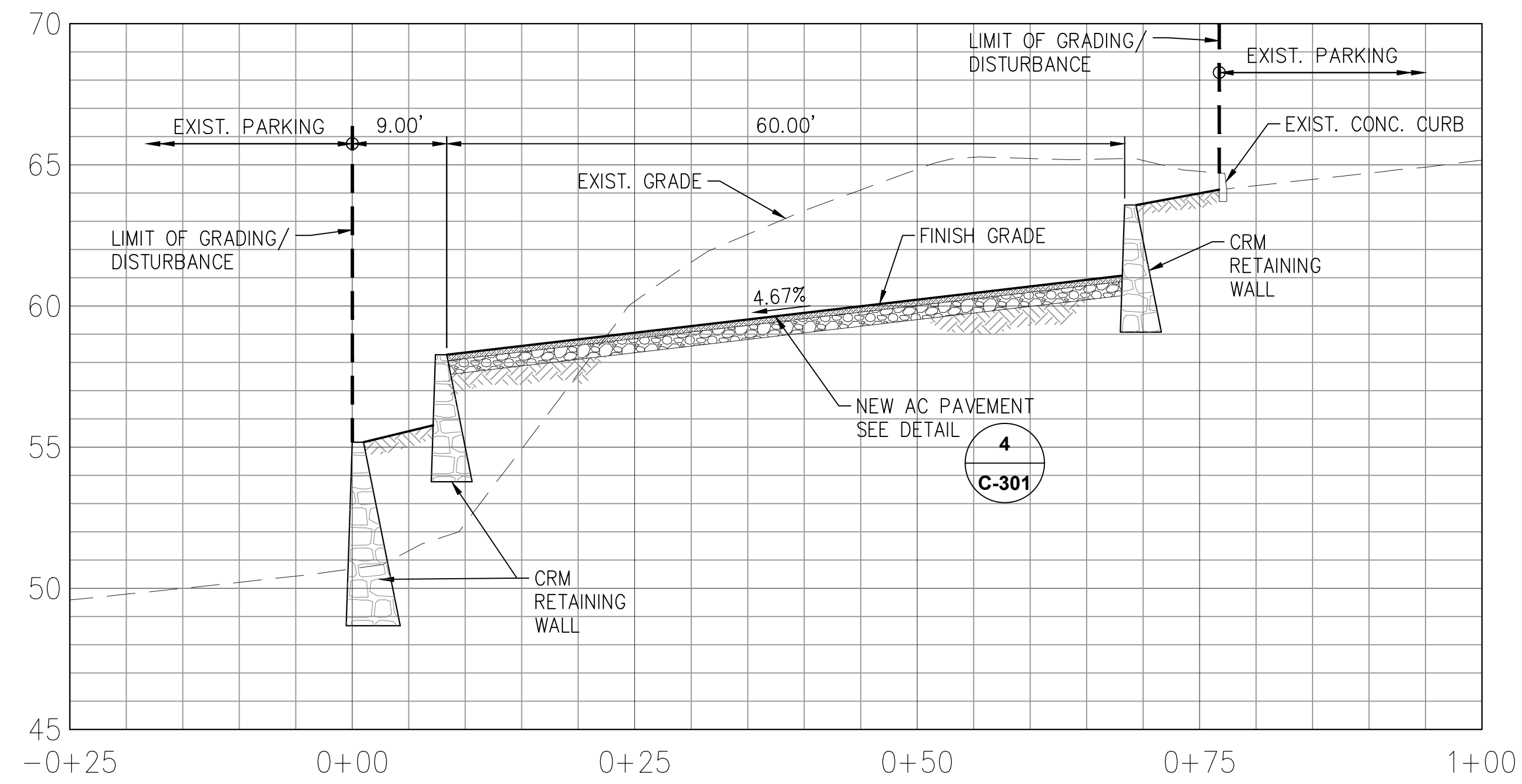
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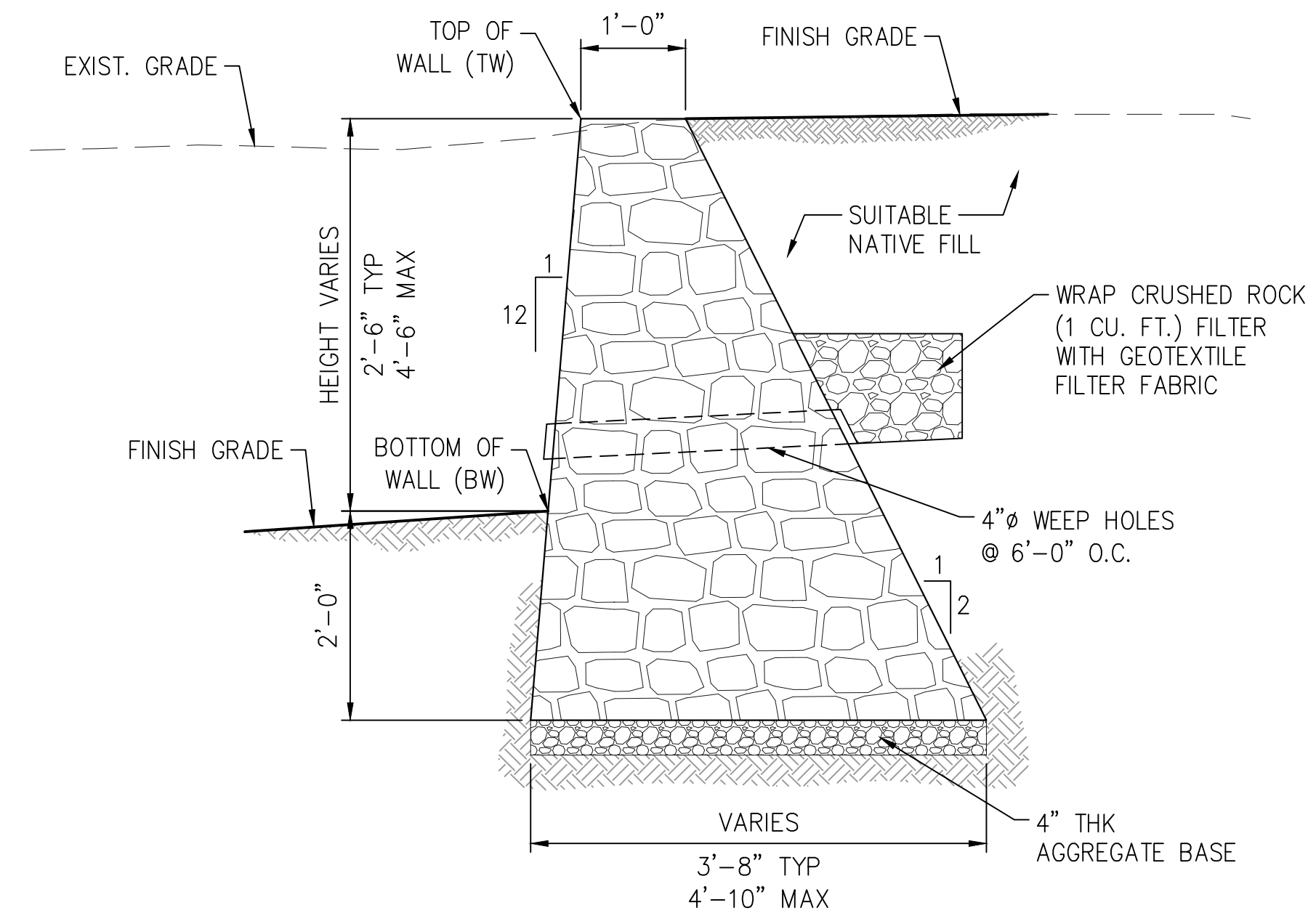
C-204

Sheet Number

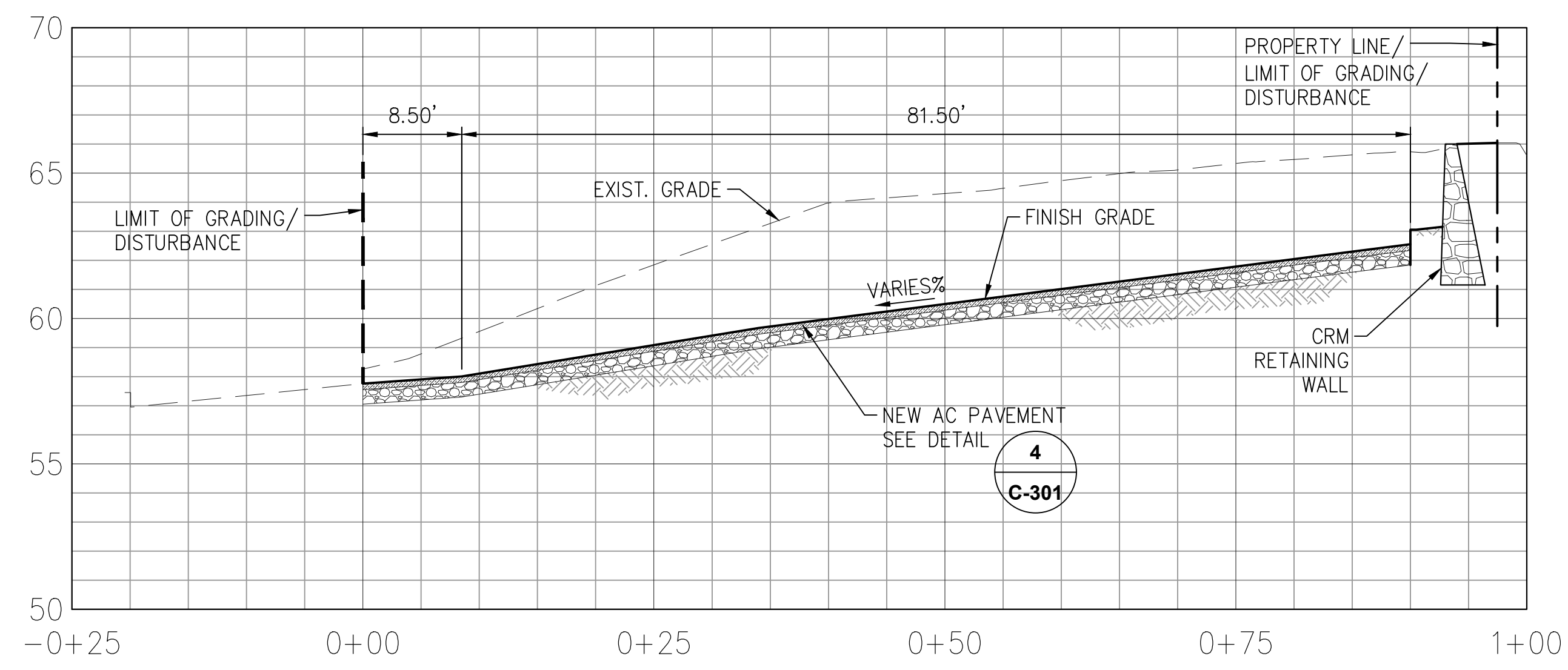




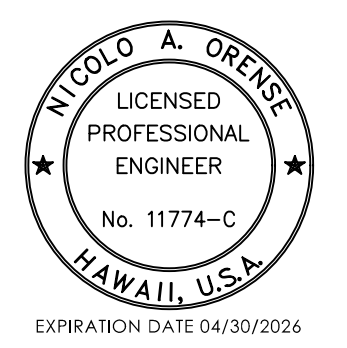
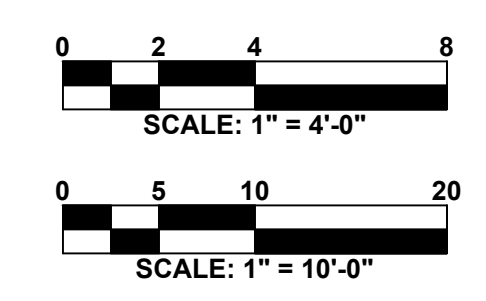
SECTION 1
SCALE: HOR. 1"=10'-0"
VERT. 1"=4'-0"



CRM RETAINING WALL DETAIL 3
NTS



SECTION 2
SCALE: HOR. 1"=10'-0"
VERT. 1"=4'-0"



CONSTRUCTION PLANS
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ADDITIONAL PARKING SECTION
& CRM RETAINING WALL DETAIL

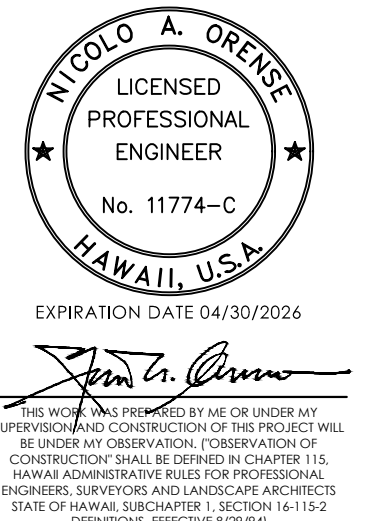
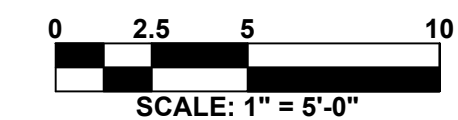
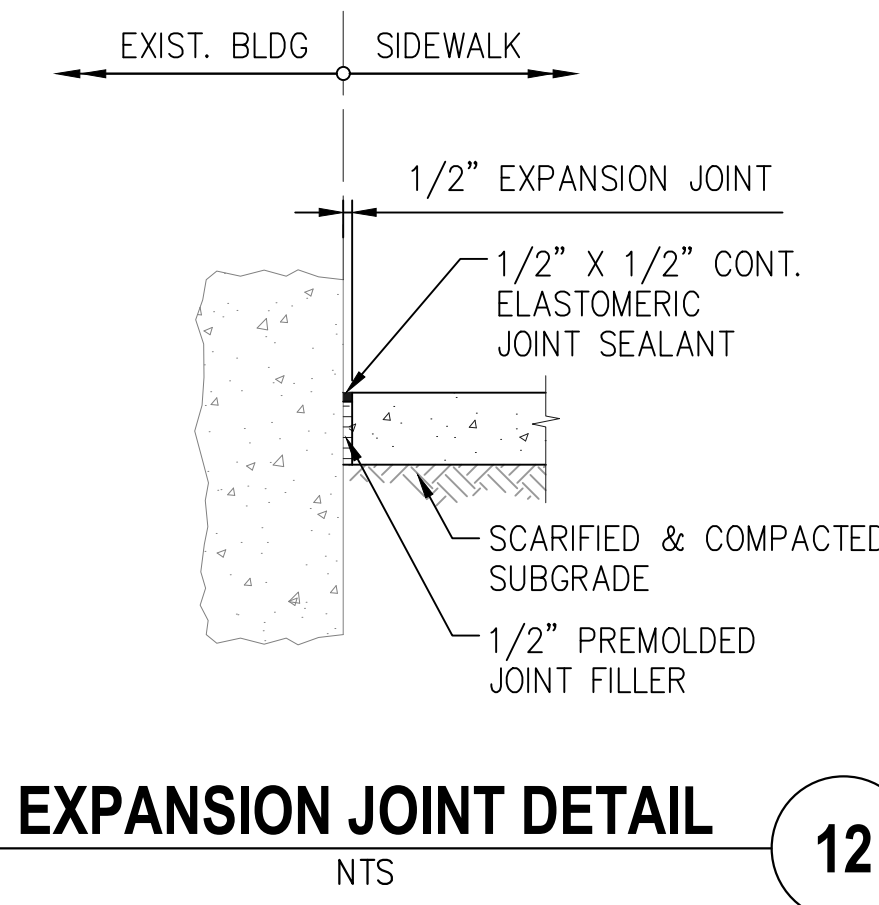
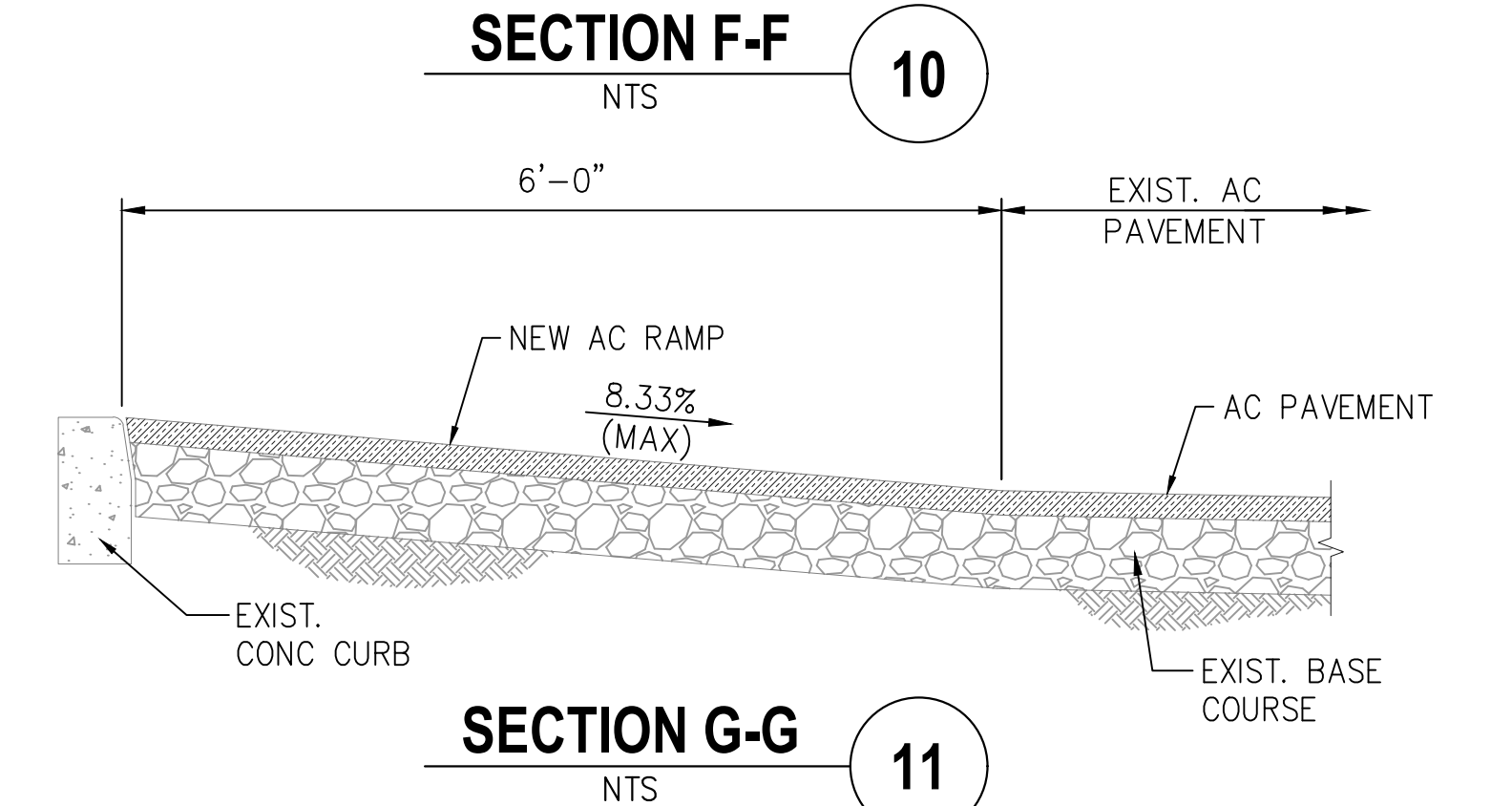
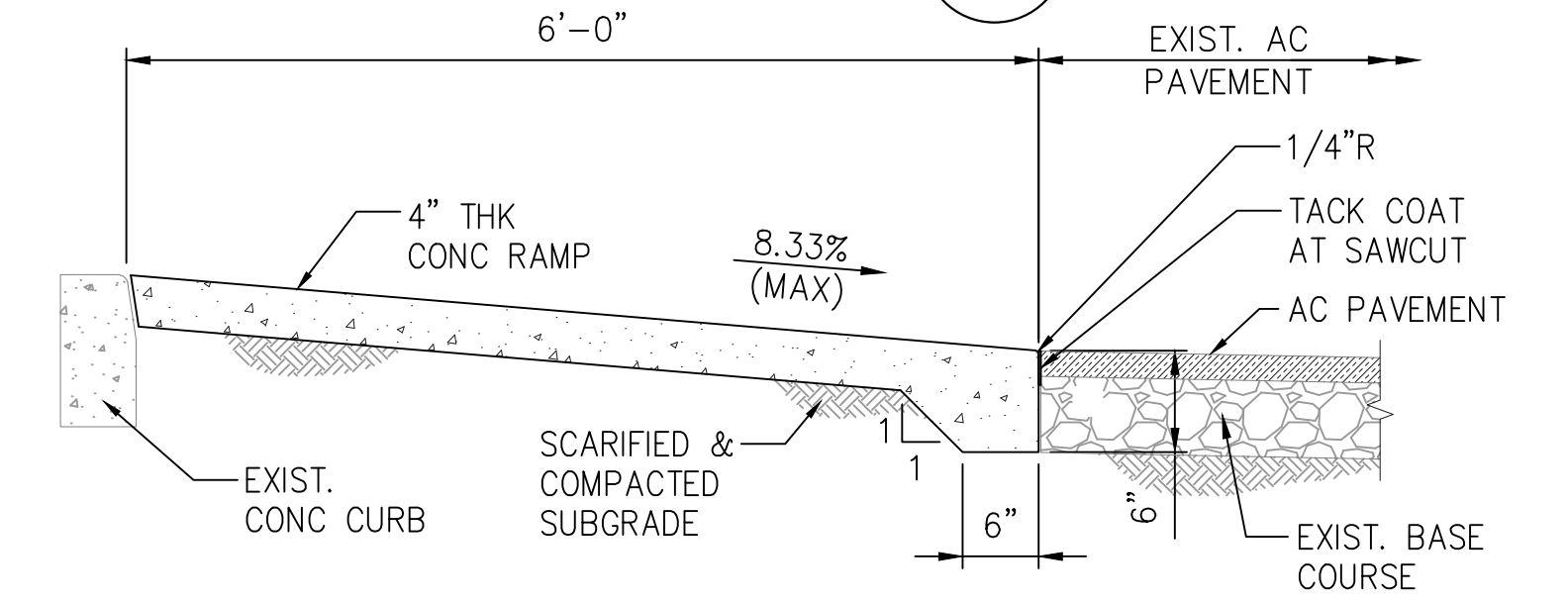
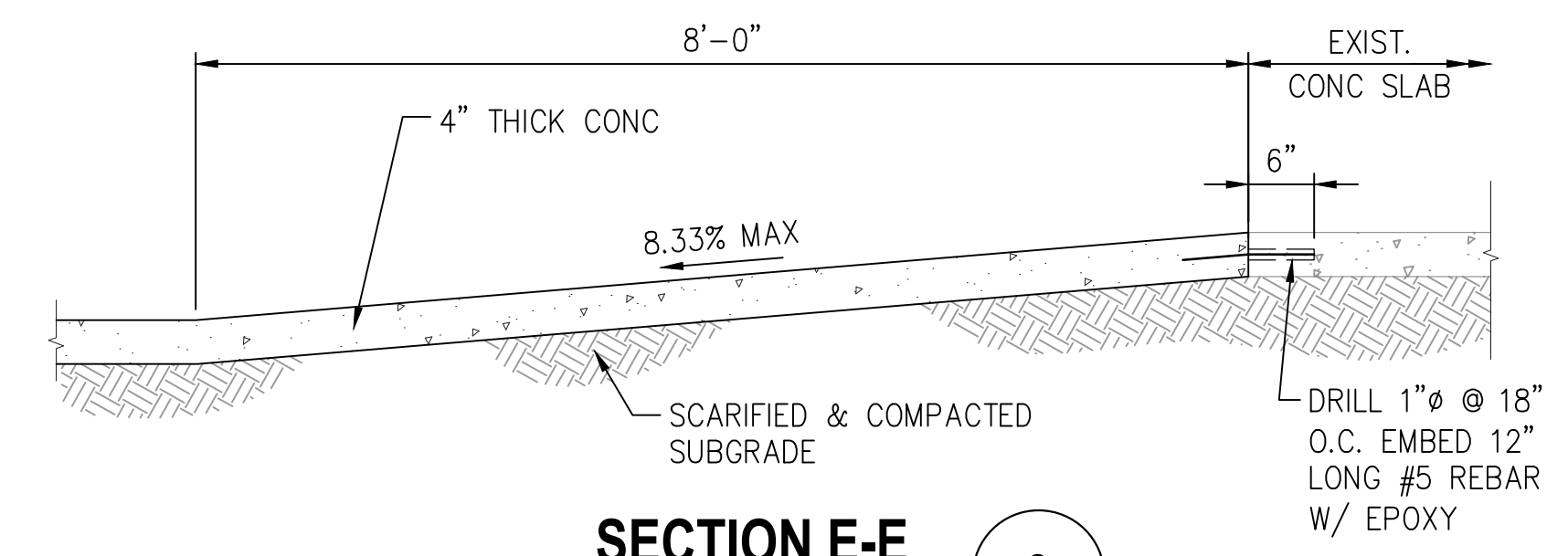
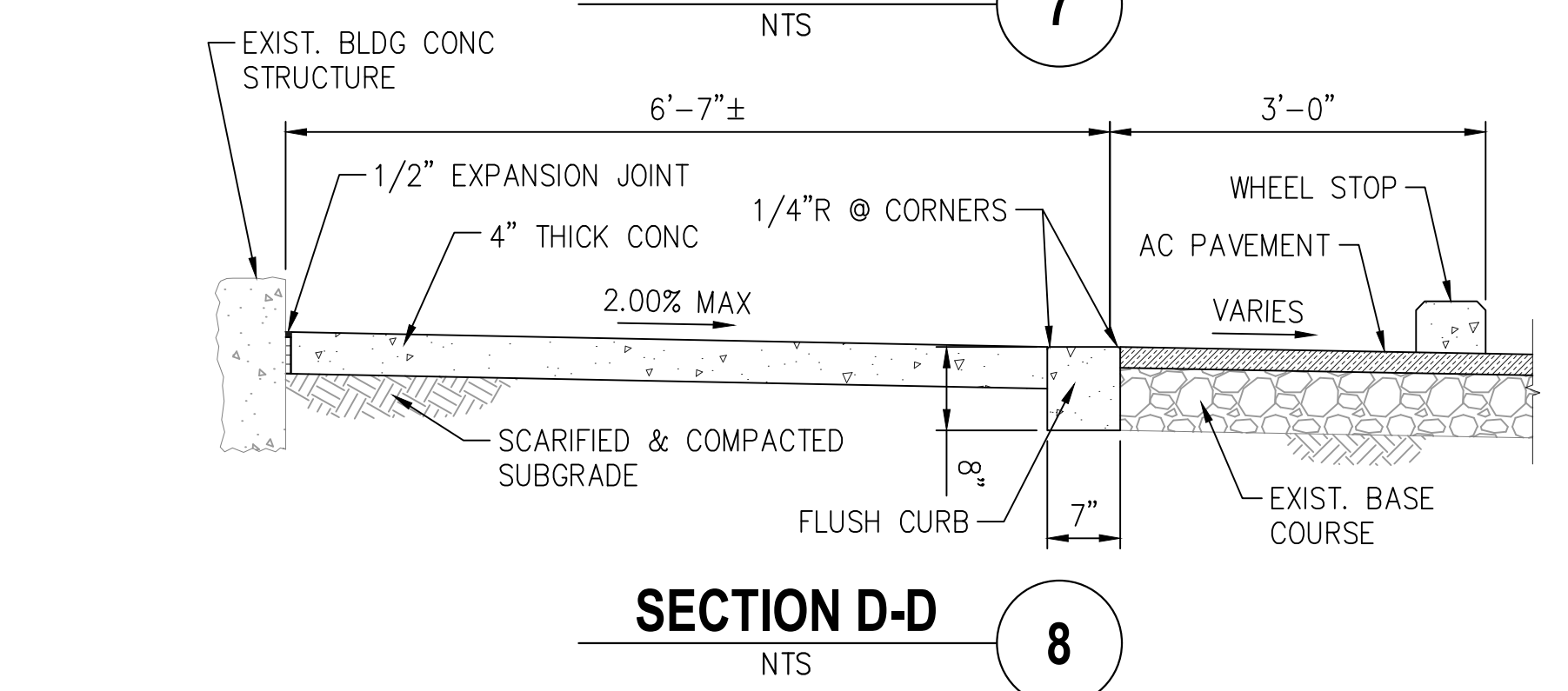
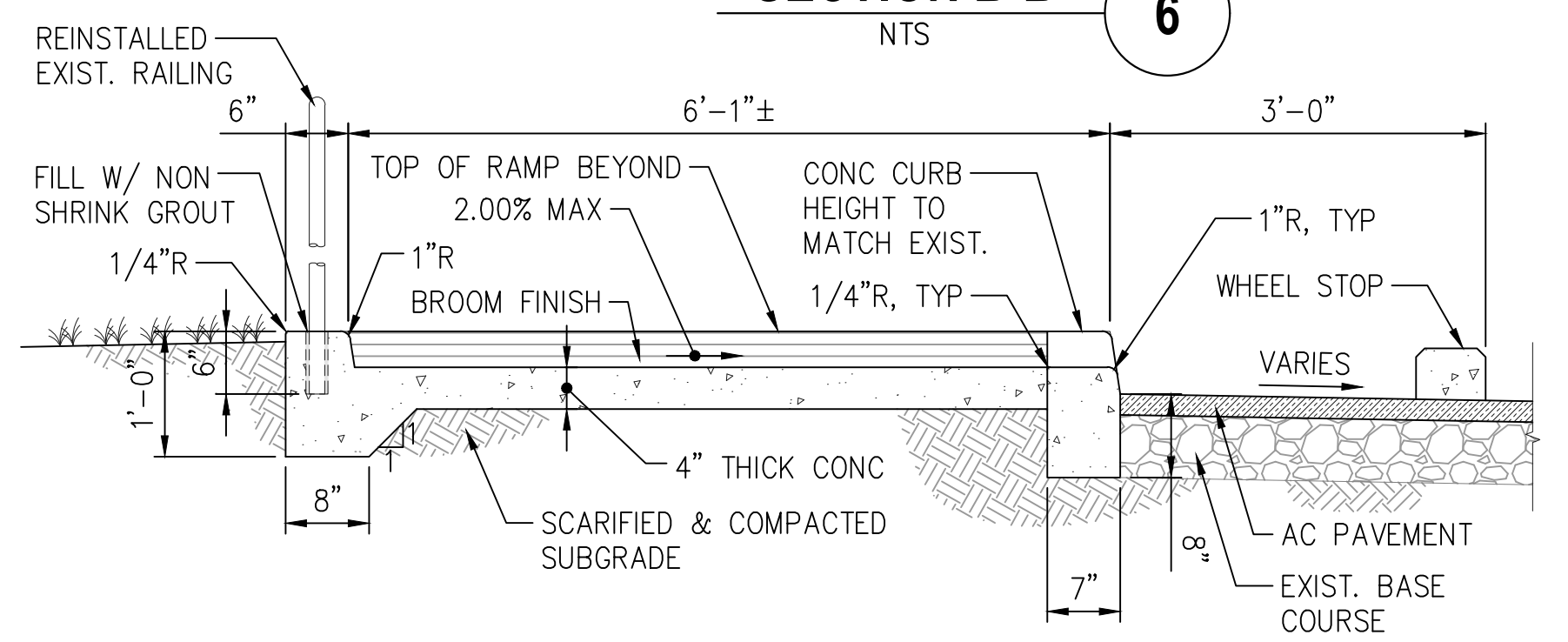
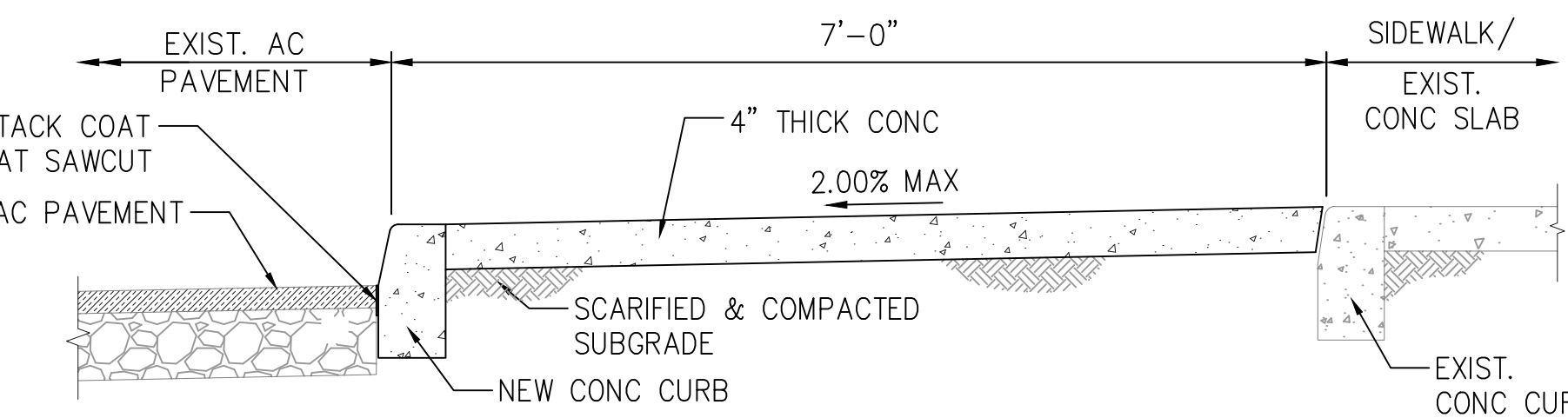
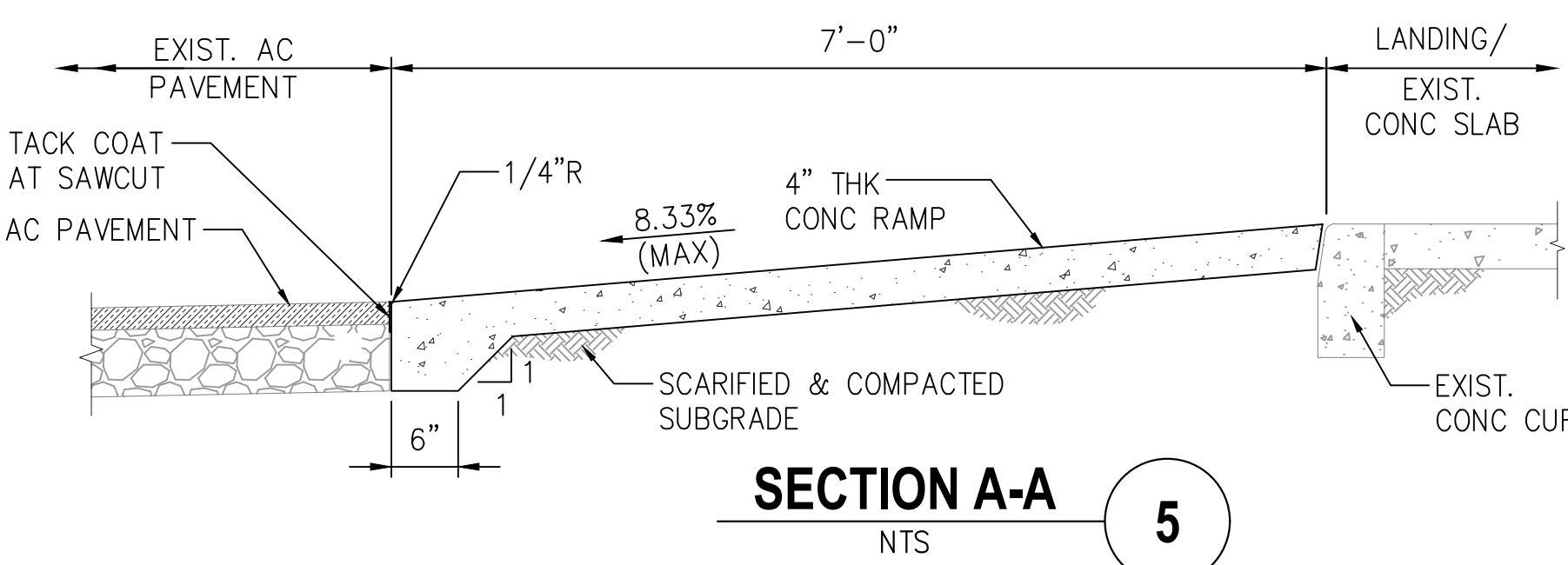
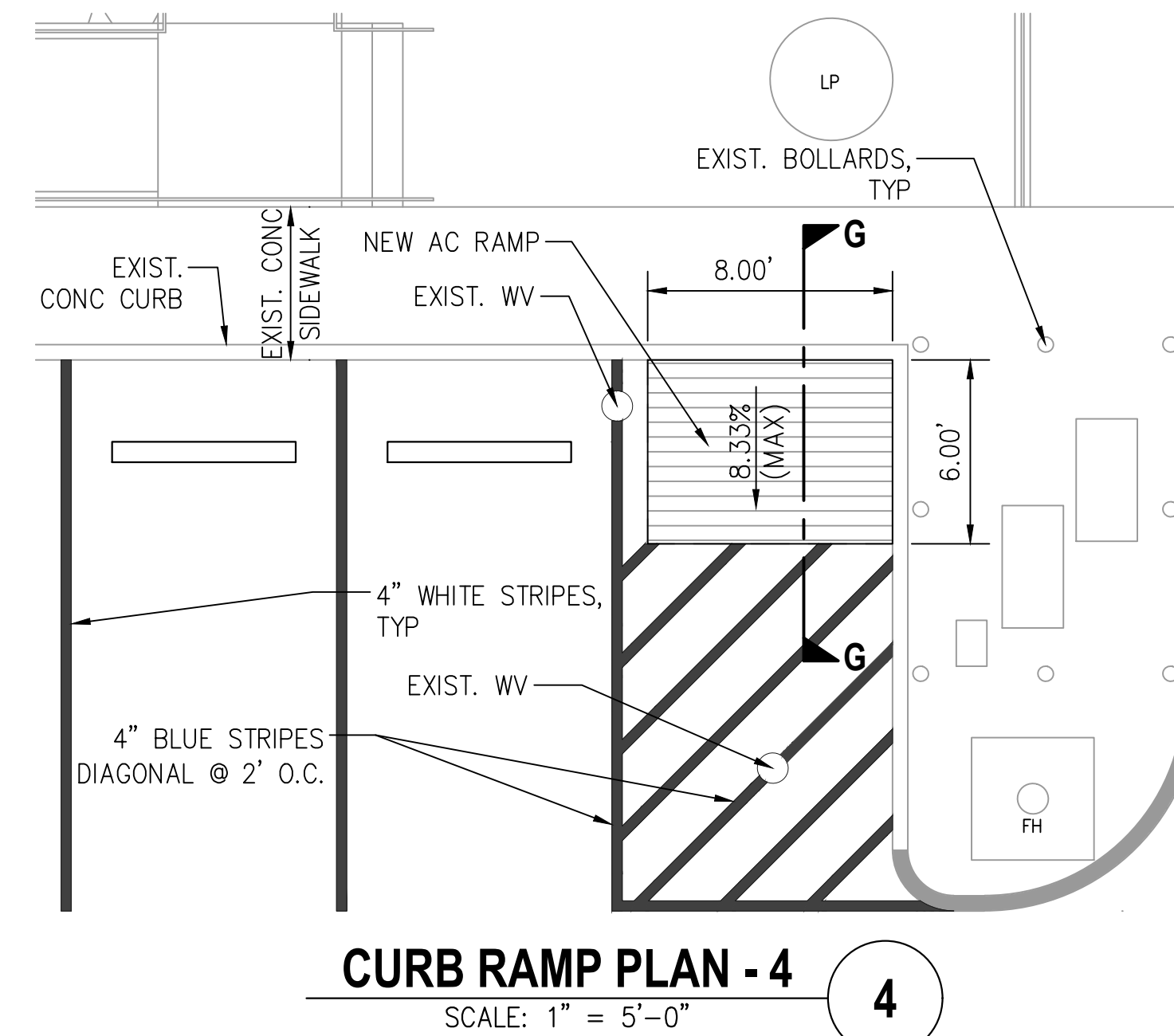
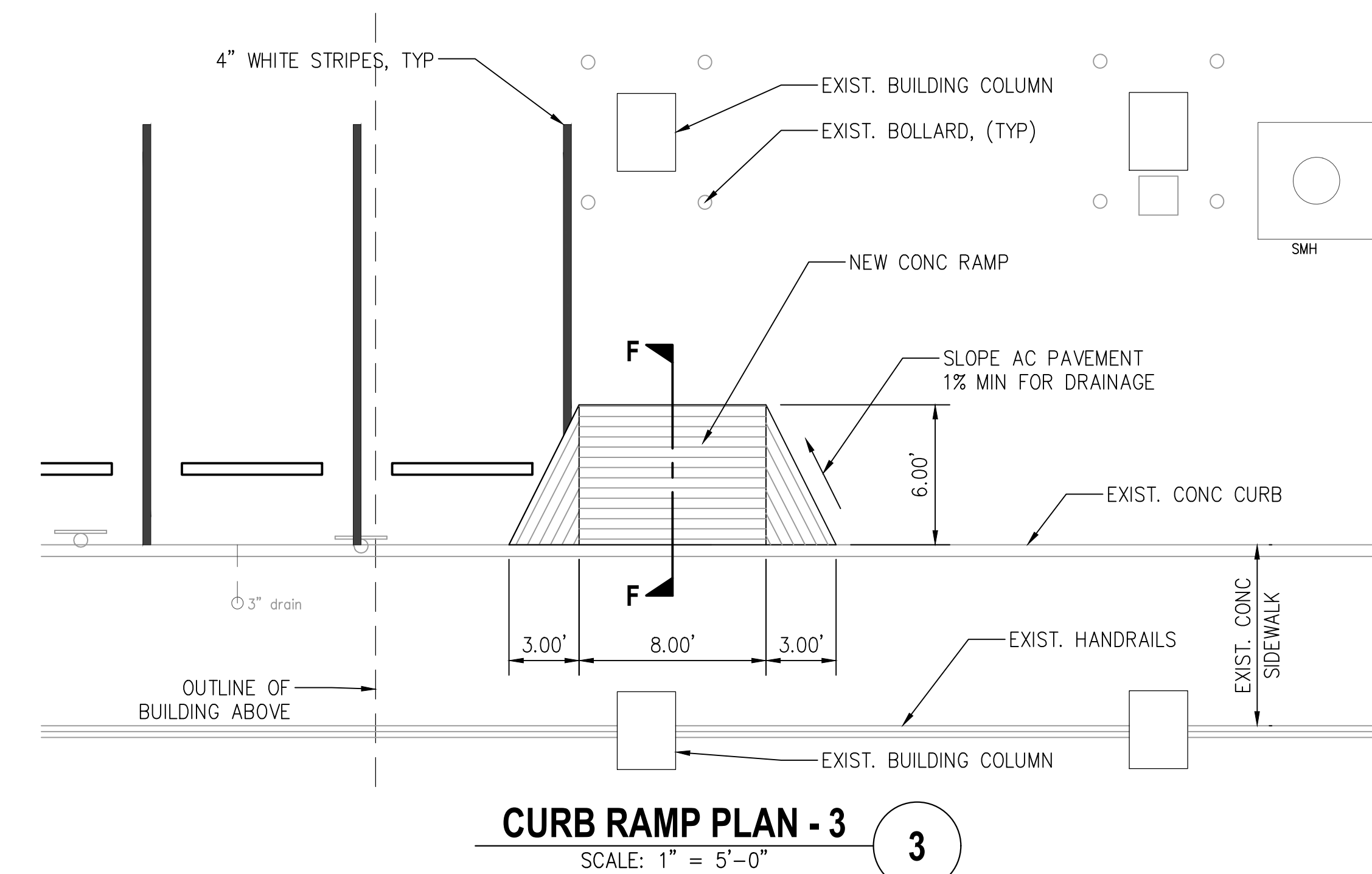
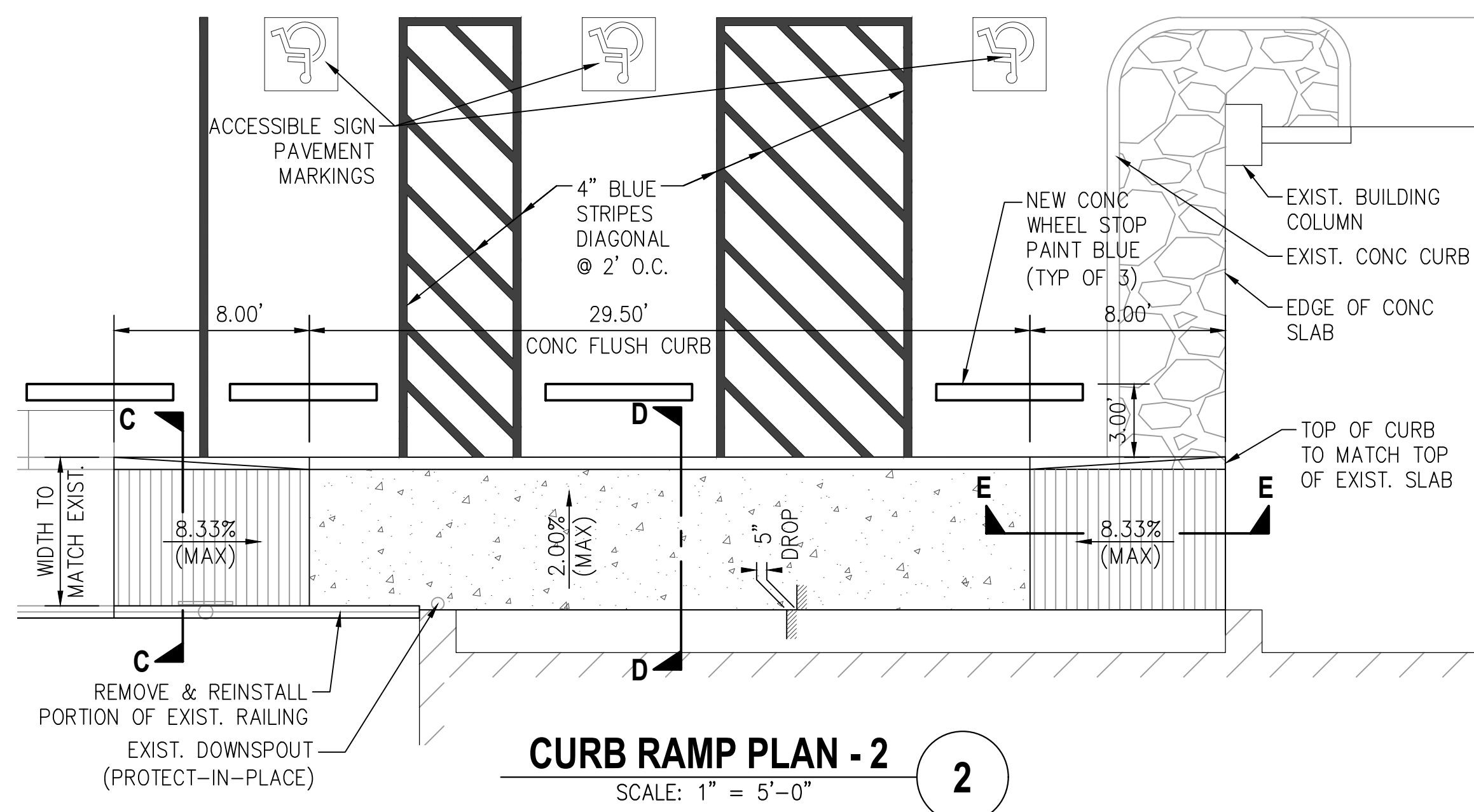
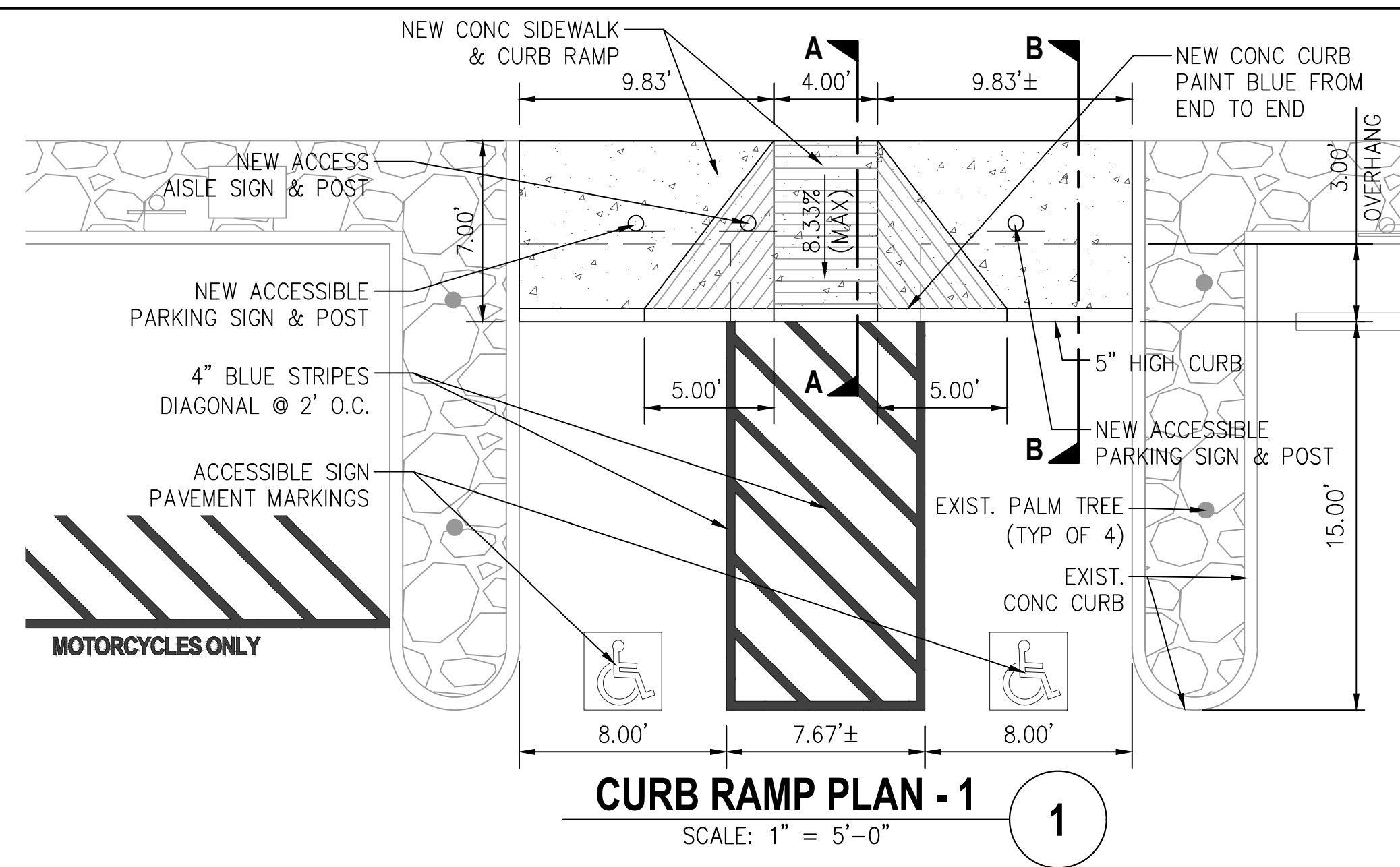
Title

Drafted By: ET
Checked By: NAO
Date Drawn: 07.09.2024
Project #: 17A7053.00

REV #	DATE	REVISION DESCRIPTION

C-205

Sheet Number



CONSTRUCTION PLANS
KONA COMMUNITY HOSPITAL
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 T.M.K.: (3) 7-9-010:081

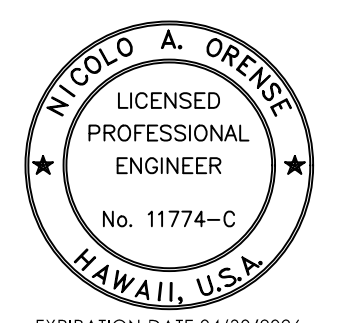
CURB RAMP PLANS & SECTIONS

Title	
Drafted By:	ET
Checked By:	NAO
Date Drawn:	07.09.2024
Project #:	17A7053.00

REV #	DATE	REVISION DESCRIPTION

C-206

Sheet Number



EXPIRATION DATE: 04/30/2026
 THE WORK PERFORMED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. OBSERVATION OF CONSTRUCTION SHALL BE DEFINED IN CHAPTER 116, HAWAII ADMINISTRATIVE RULES FOR PROFESSIONAL ENGINEERS. SUPERVISOR: HAWAII ADMINISTRATIVE RULES FOR PROFESSIONAL ENGINEERS, SUBCHAPTER 1, SECTION 16-115.2. PERSONAL DIRECT WORKING.



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 Waiipohu, HI 96797

CONSTRUCTION PLANS
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 79-1019 HAUUKAPILA STREET
 KEALAKEKUA HAWAII 96750
 T.M.K.: (3) 7-9-010:081

SITE DETAILS

Title

Drafted By: ET

Checked By: NAO

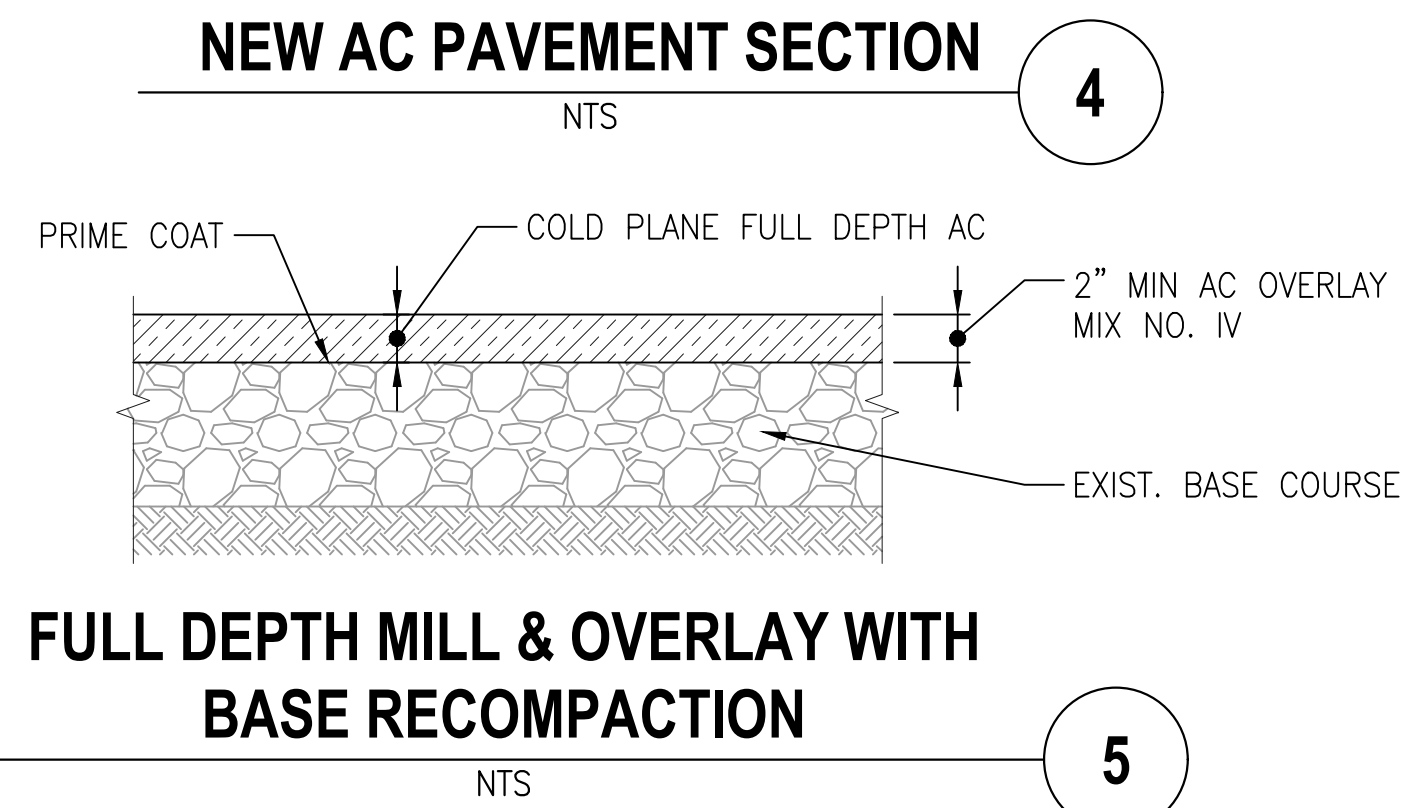
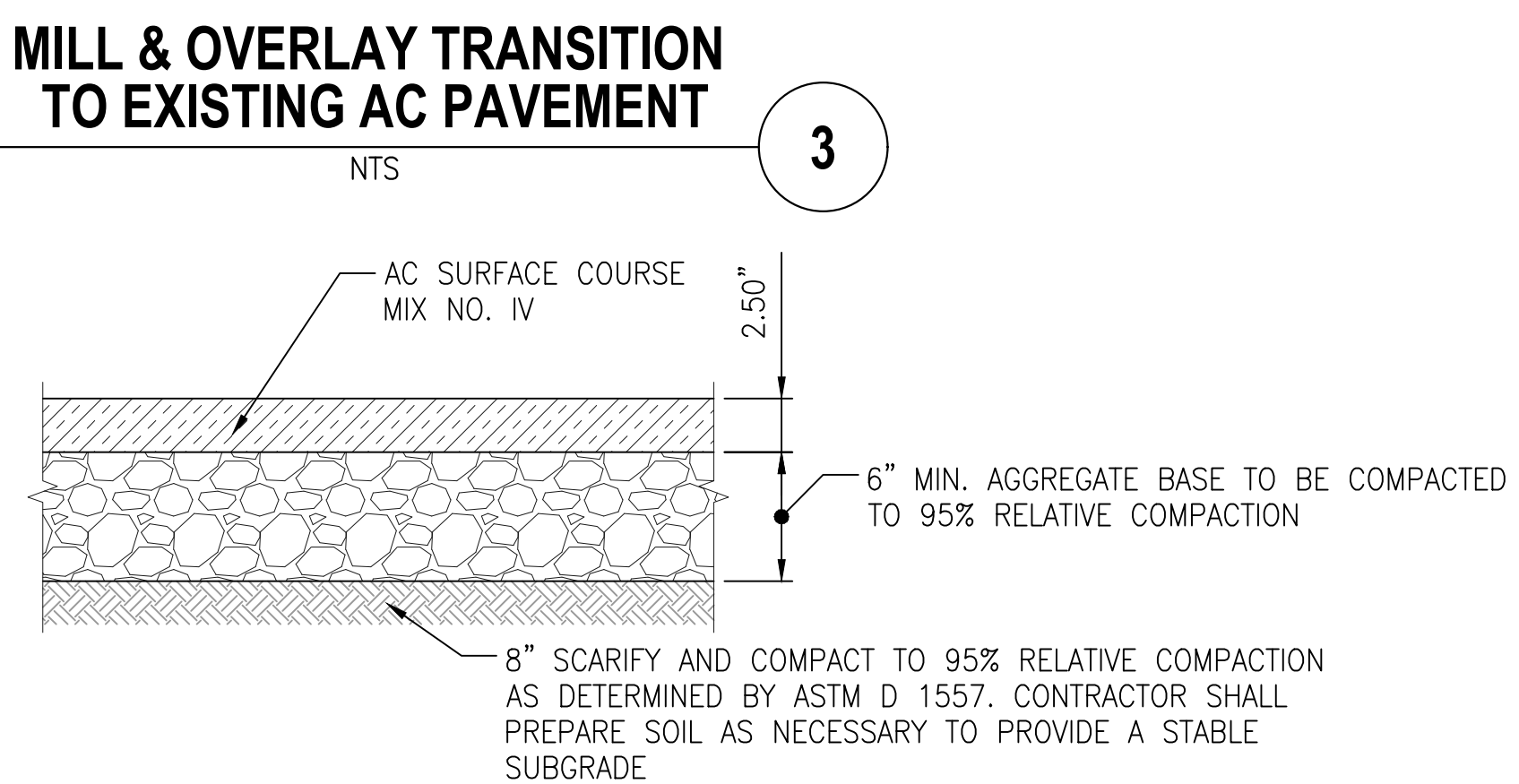
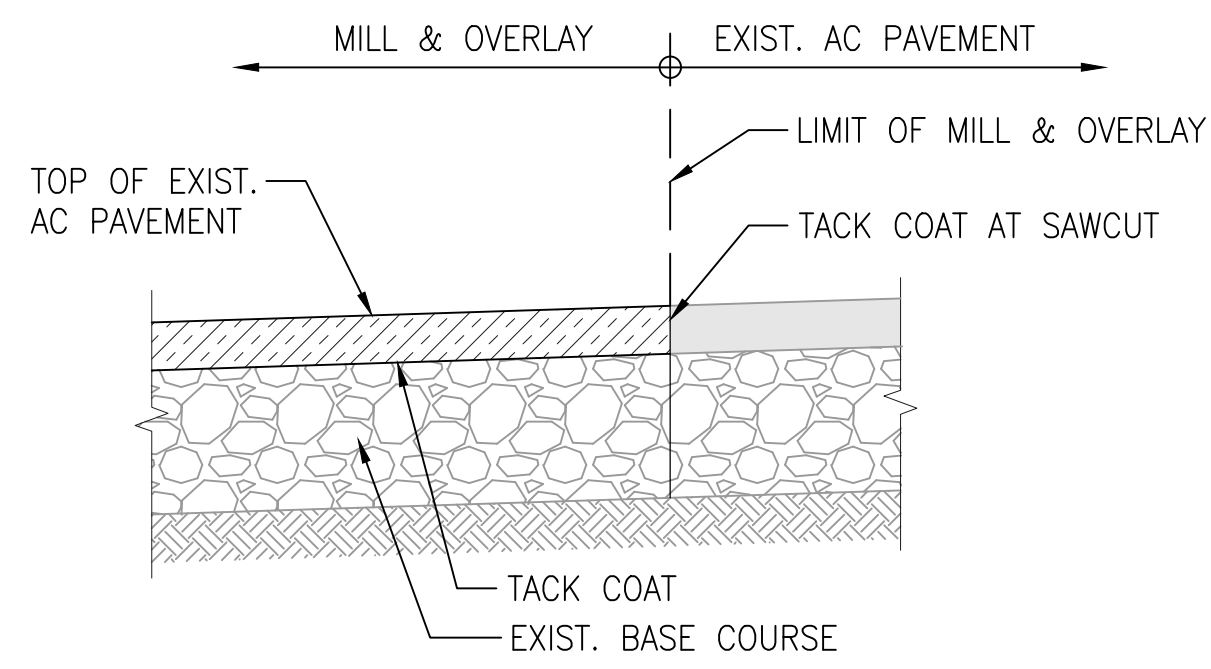
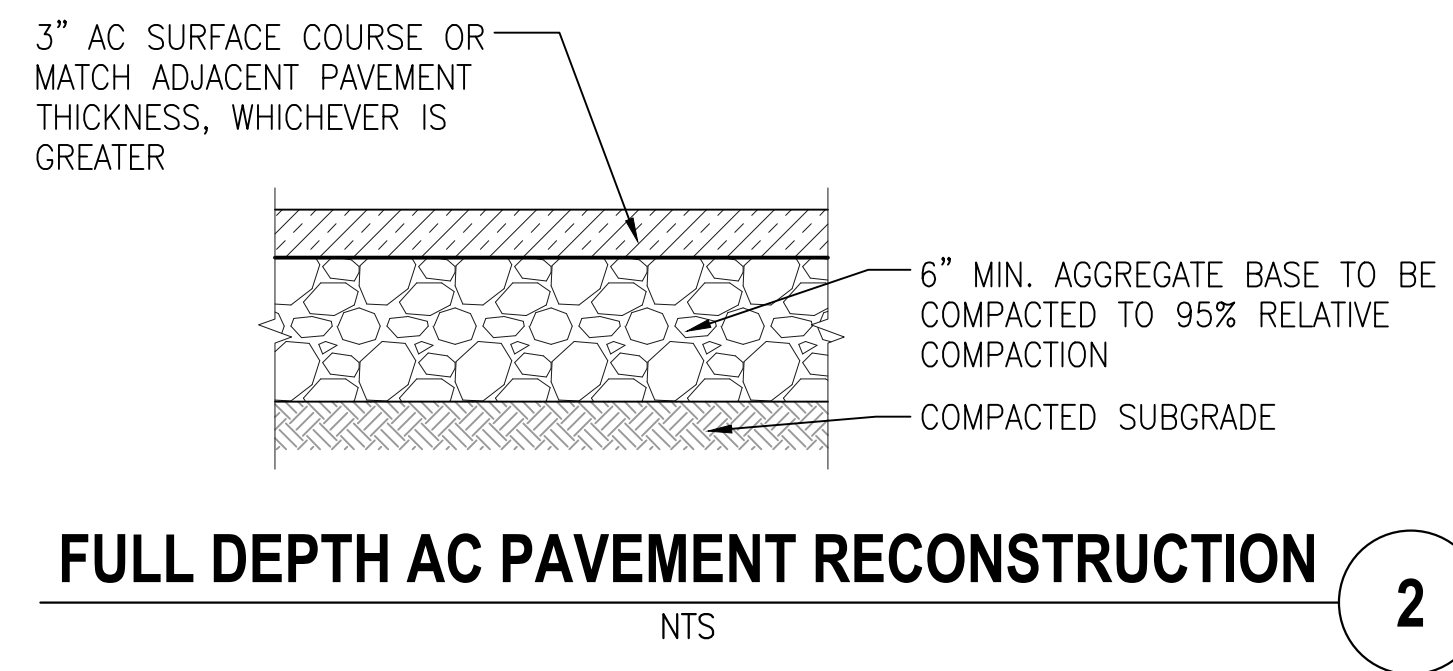
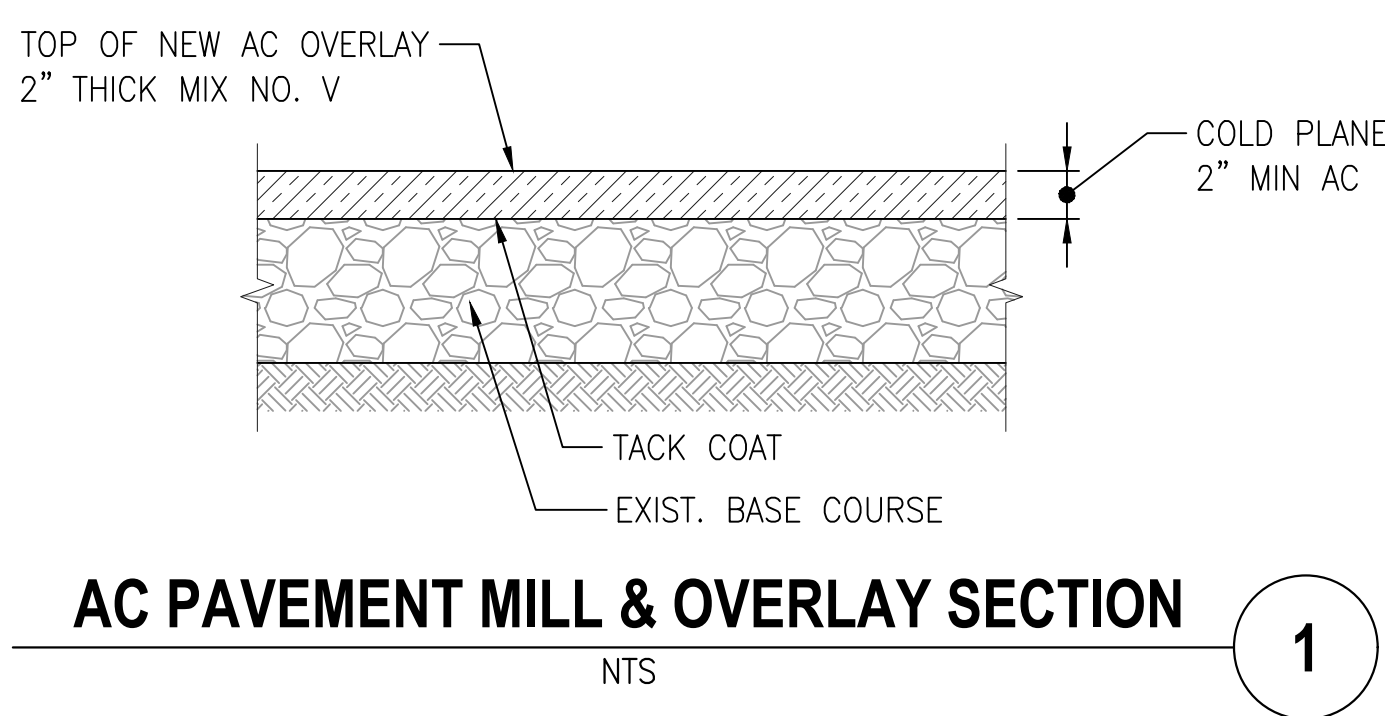
Date Drawn: 07.09.2024

Project #: 17A7053.00

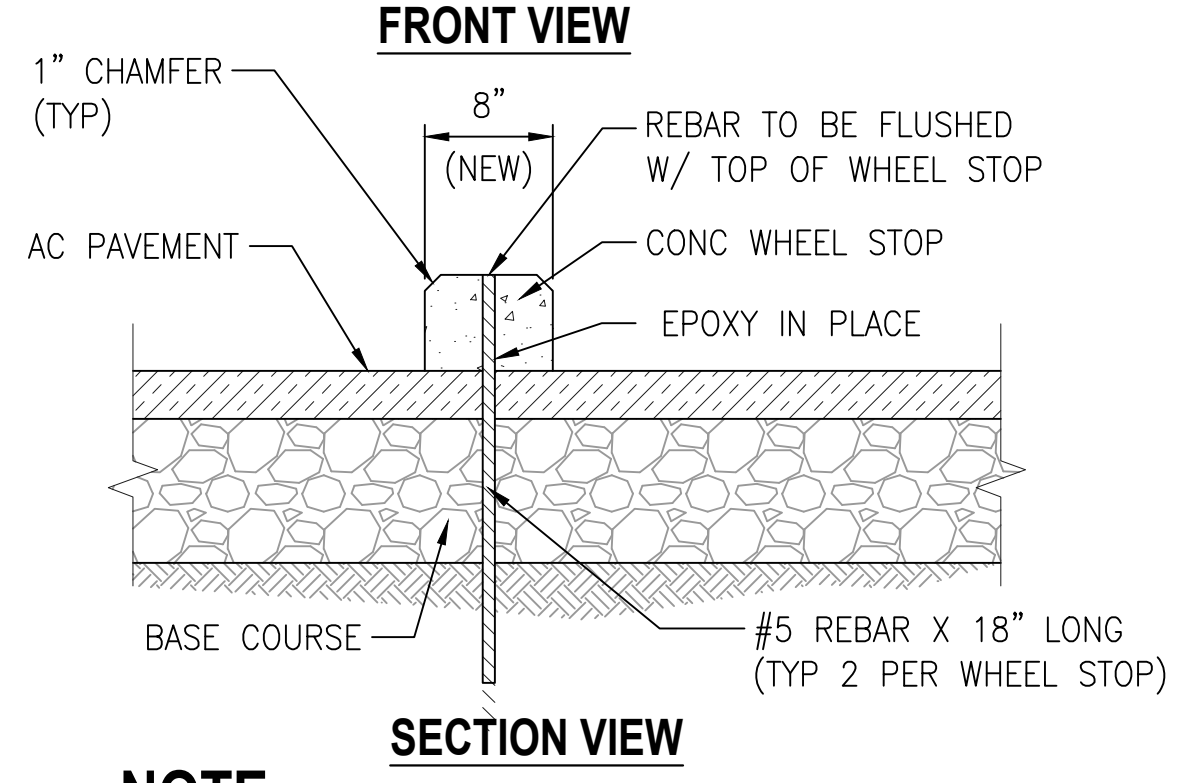
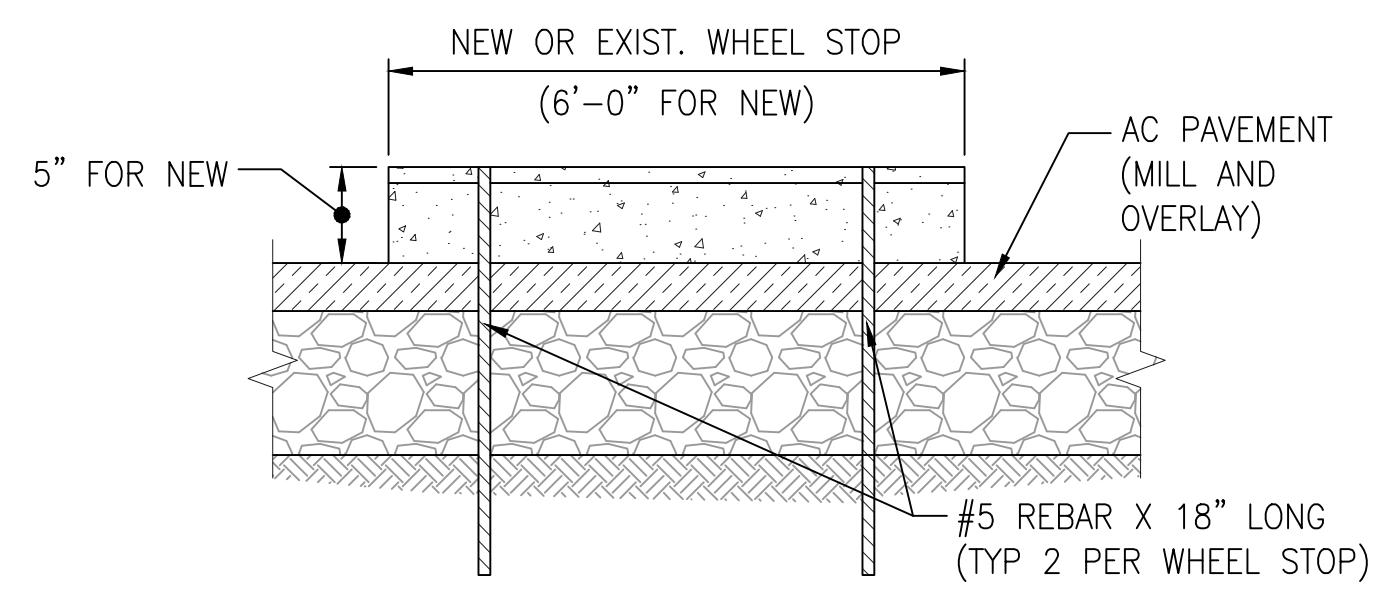
REV #	DATE	REVISION DESCRIPTION

C-301

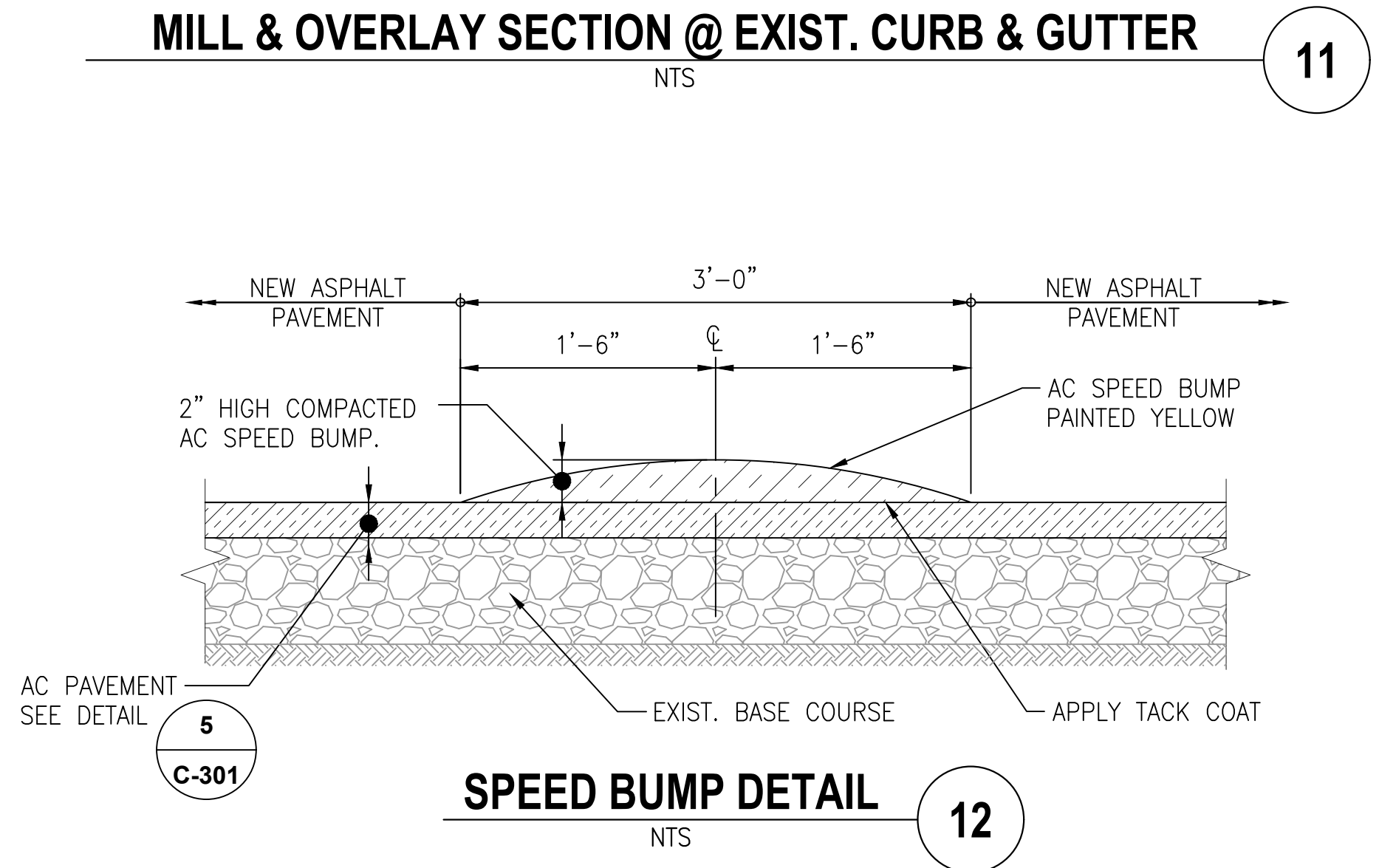
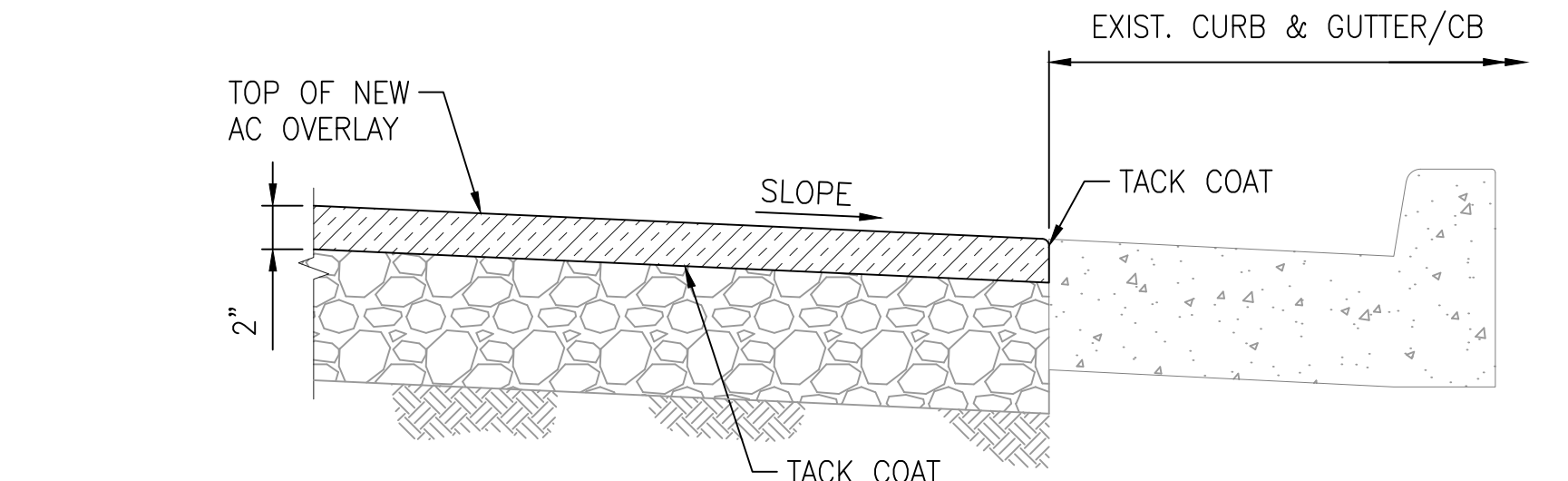
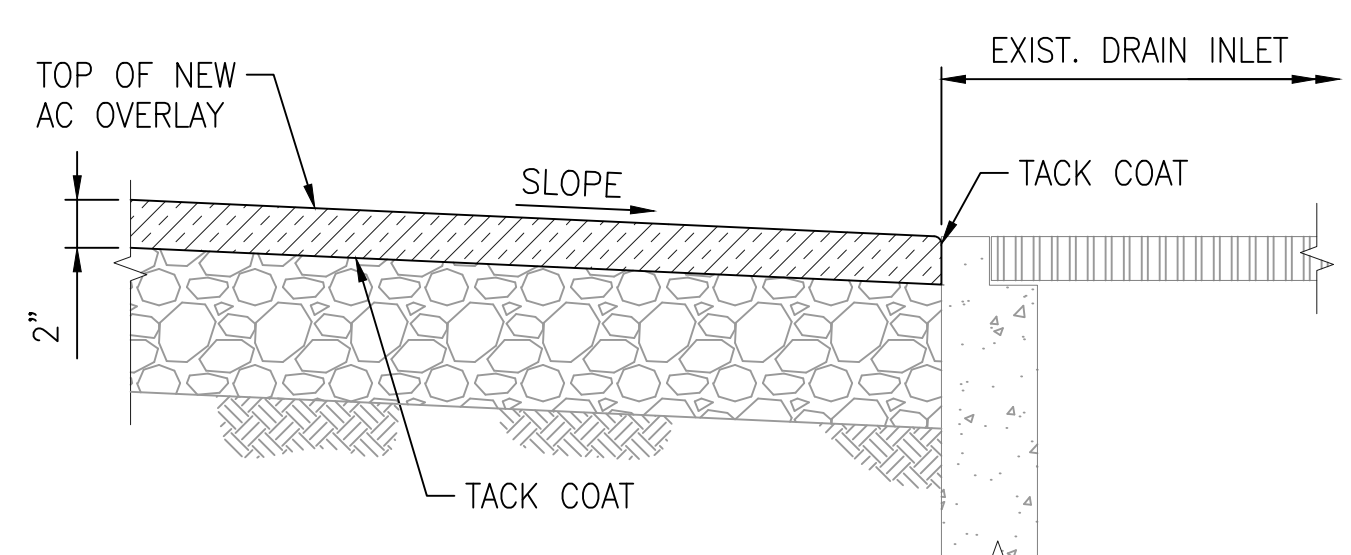
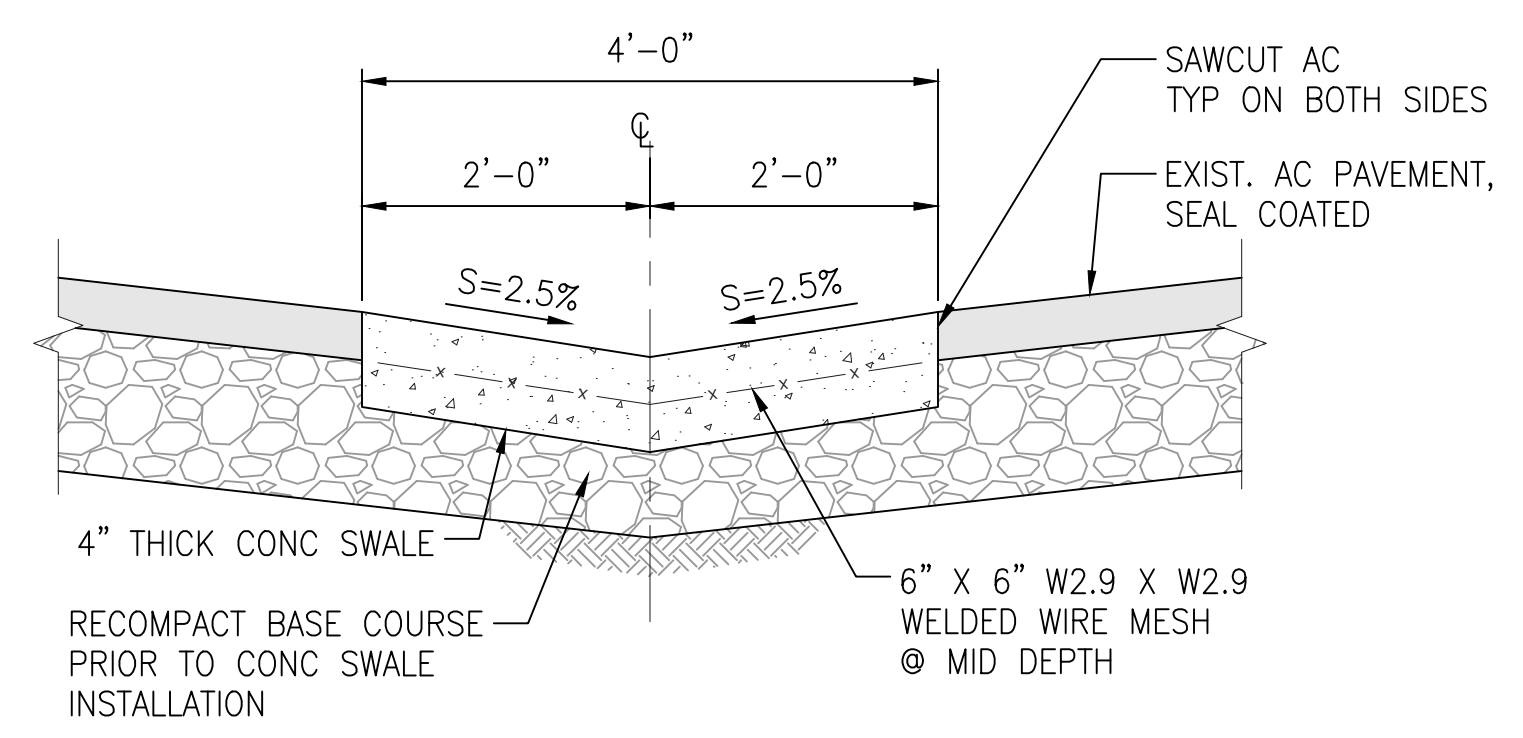
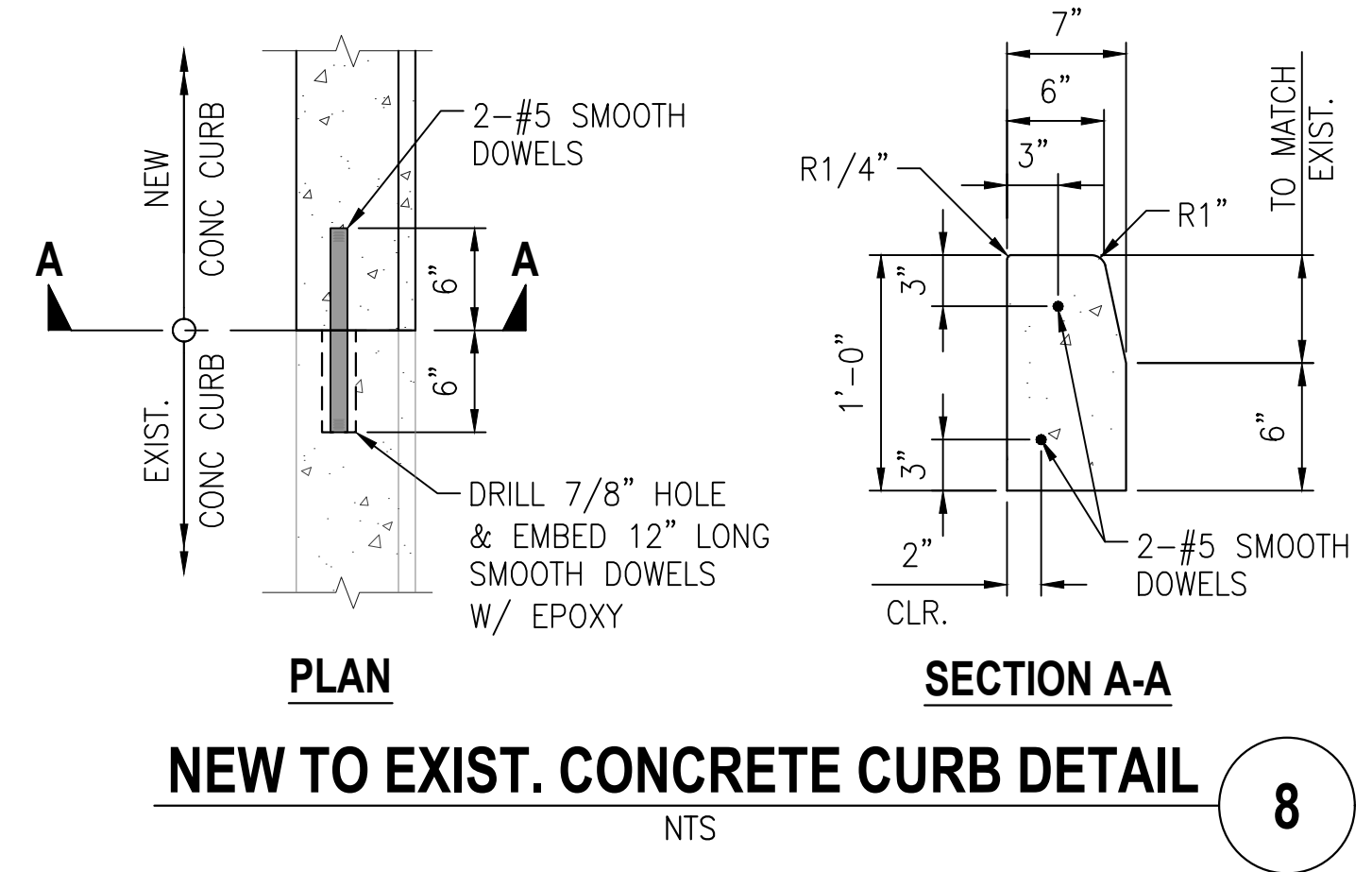
Sheet Number

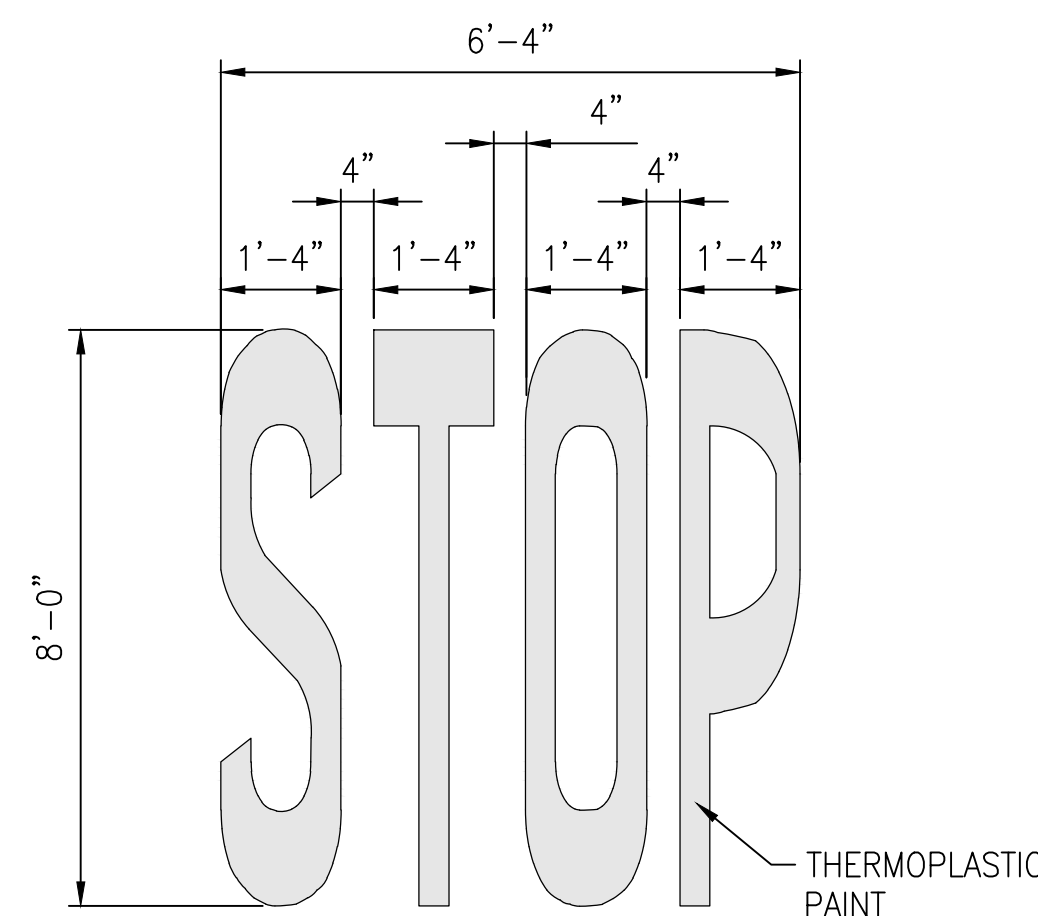
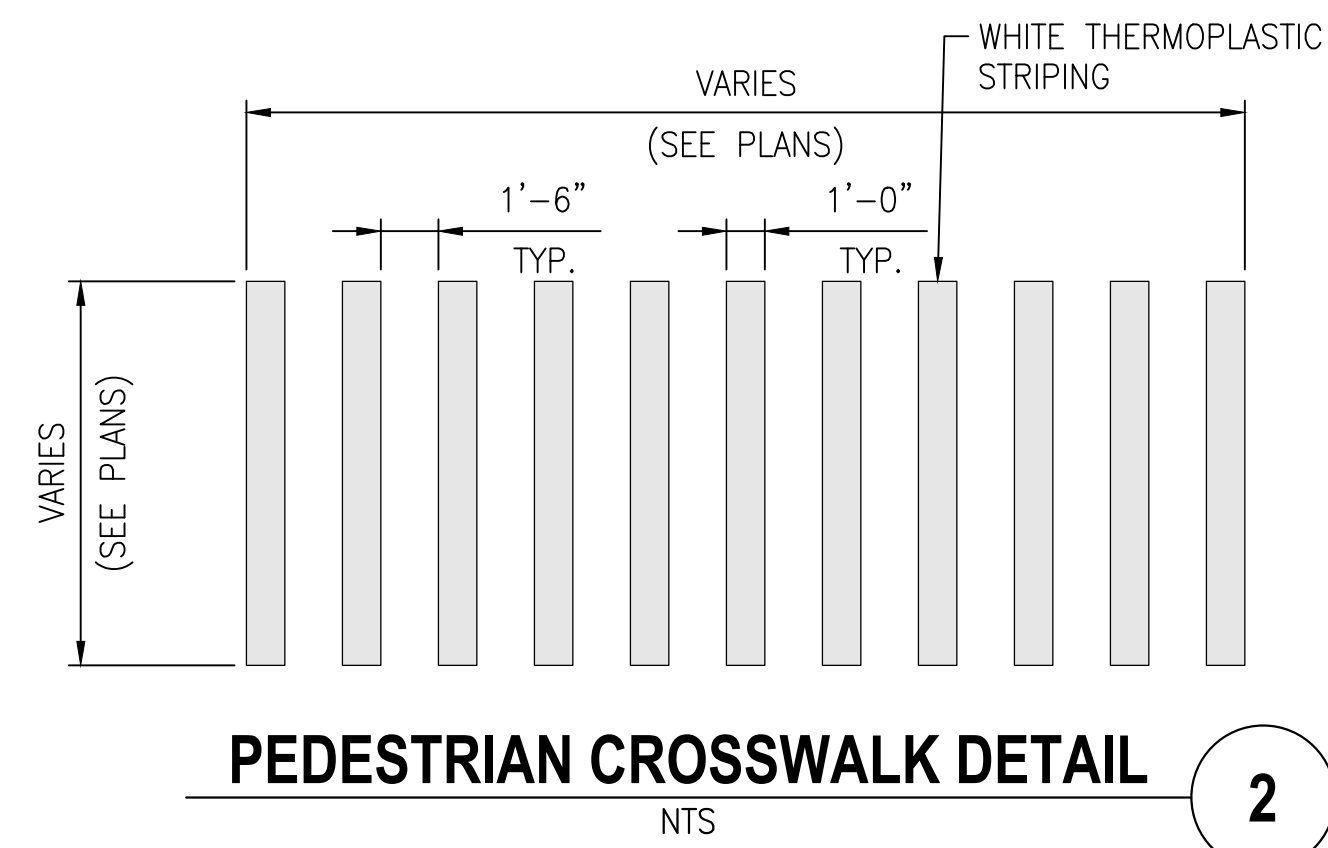
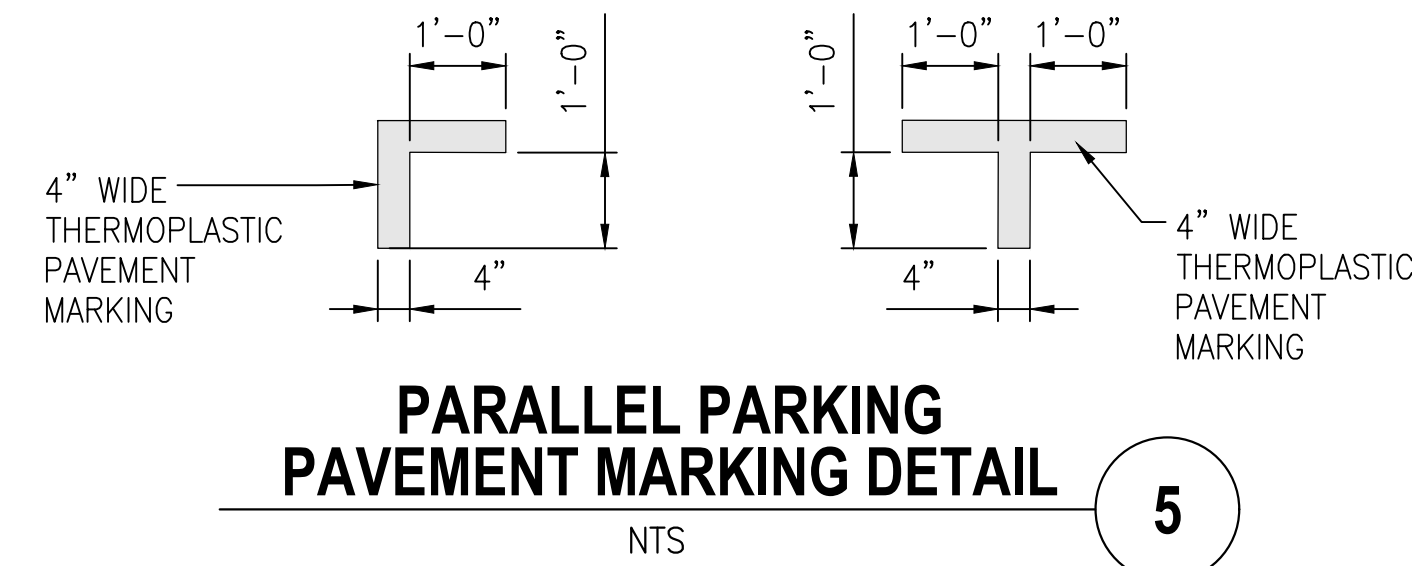
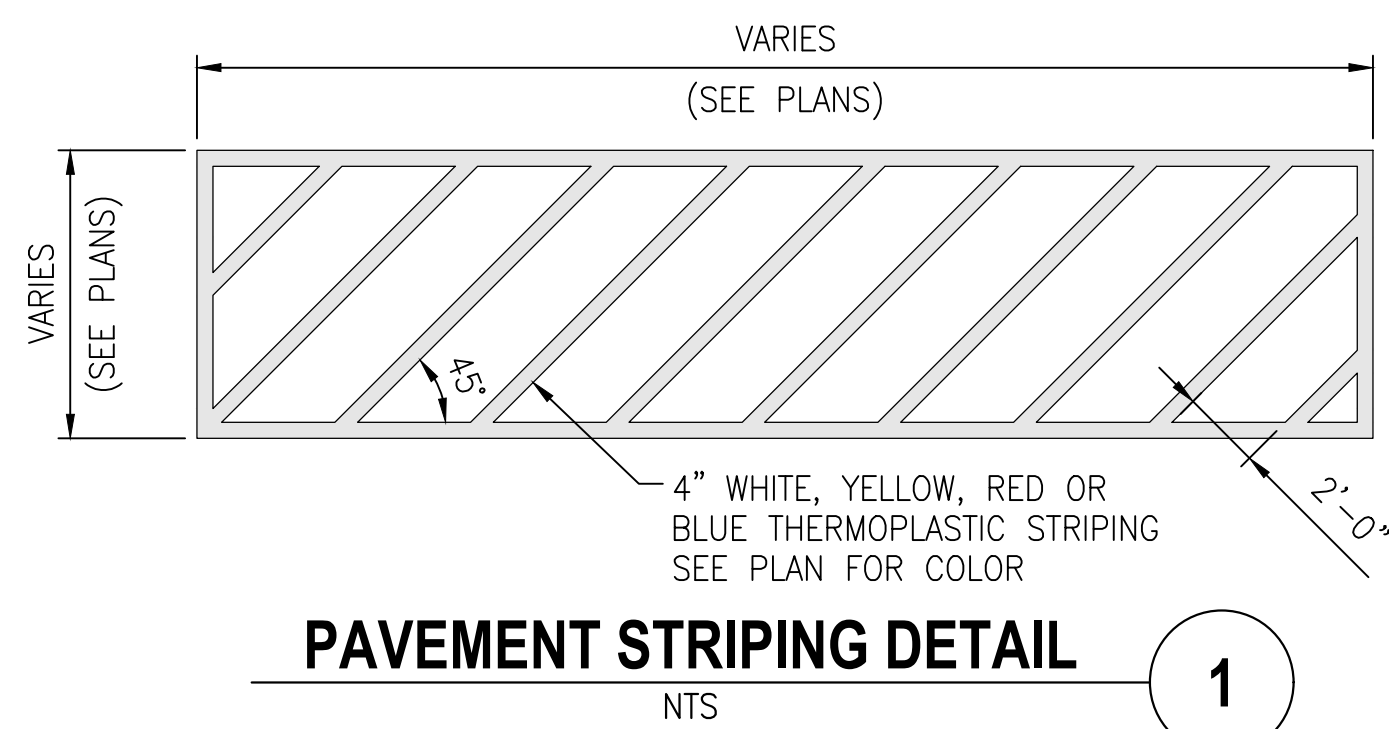


- NOTES:**
- BASE COURSE SHALL BE RECOMPACTED TO AN UNYIELDING CONDITION W/ A MINIMUM OF THREE(3) PASSES W/ A 10-TON VIBRATORY STEEL DRUM ROLLER.
 - IF PUMPING CONDITIONS ARE OBSERVED DURING RECOMPACTION OF THE BASE MATERIAL DUE TO SOFT SUBGRADE CONDITIONS, THE BASE MATERIAL AND SUBGRADE SHALL BE OVEREXCAVATED AND RECOMPACTED OR REPLACED W/ ADDITIONAL BASE MATERIAL.

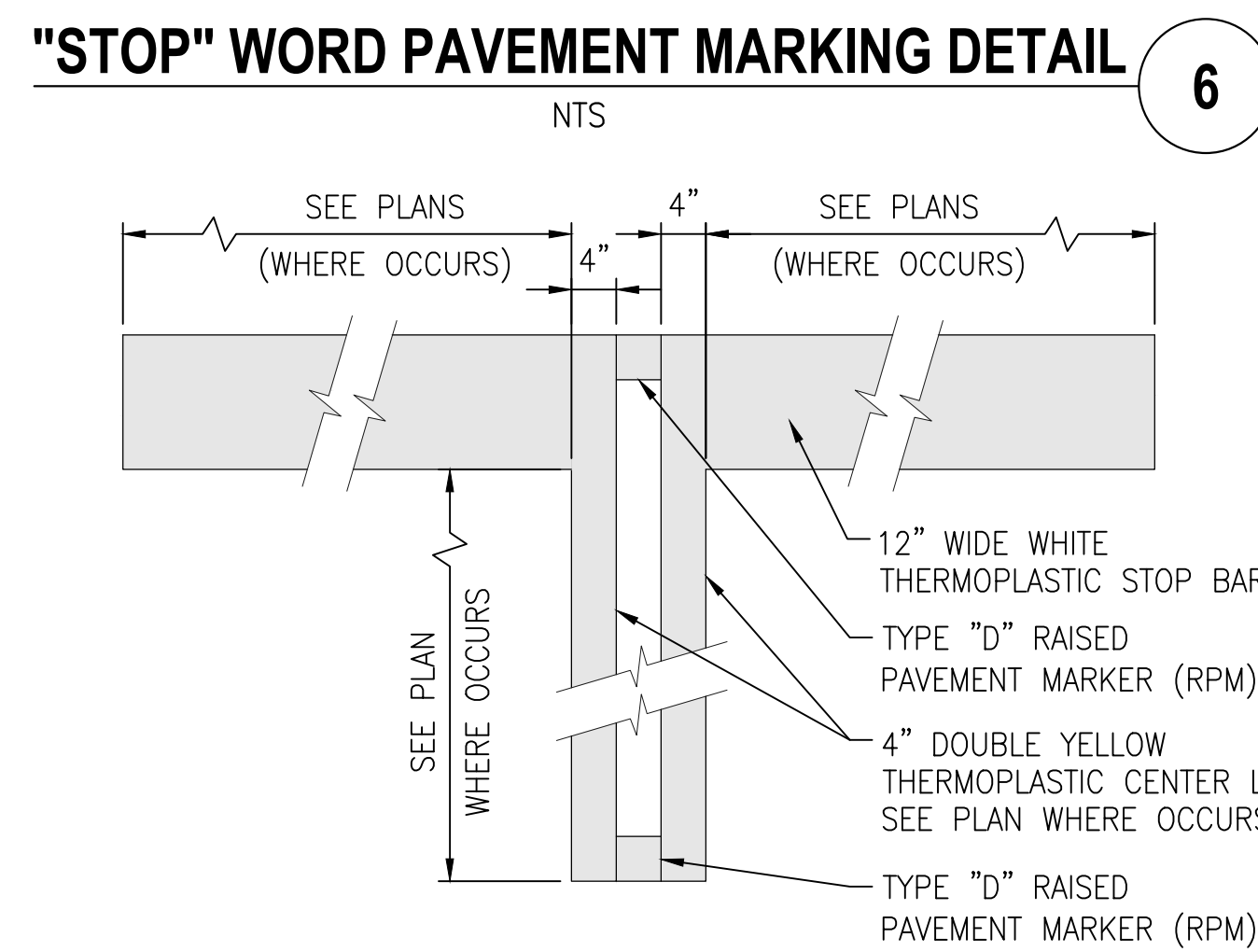


NOTE:
 CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES IN THE AREA PRIOR TO EMBEDDING REBARS FOR THE WHEEL STOP.



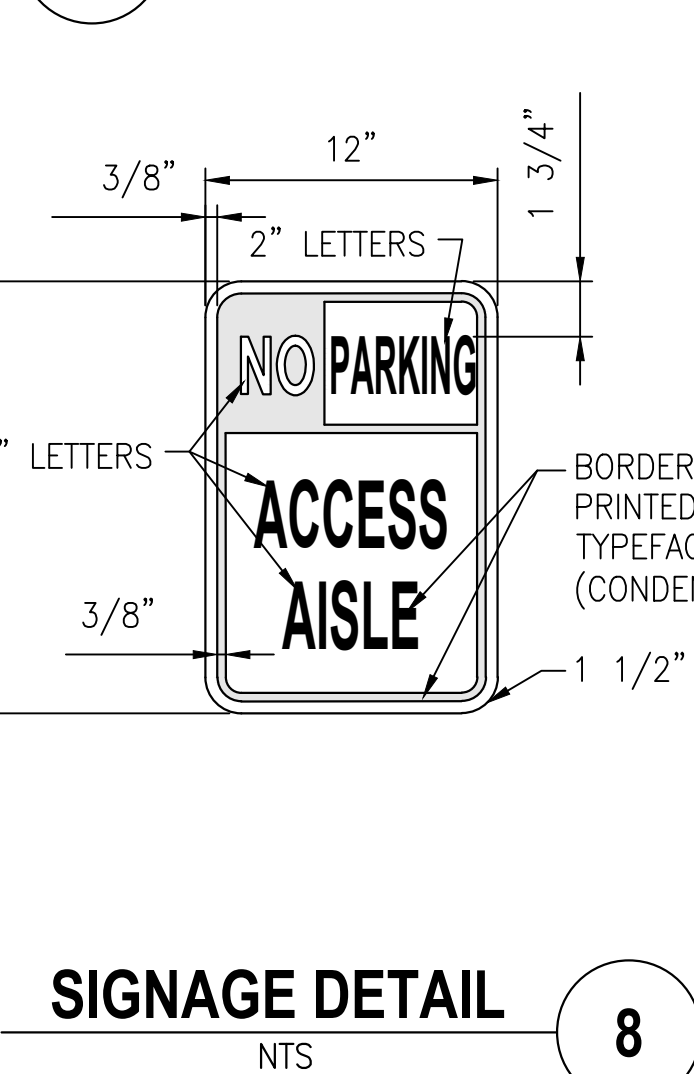


NOTE:
"STOP" WORDS SHALL BE VERTICALLY ALIGNED WITH LANE STRIPING & HORIZONTALLY ALIGNED WITH & 2' FROM STOP BAR.

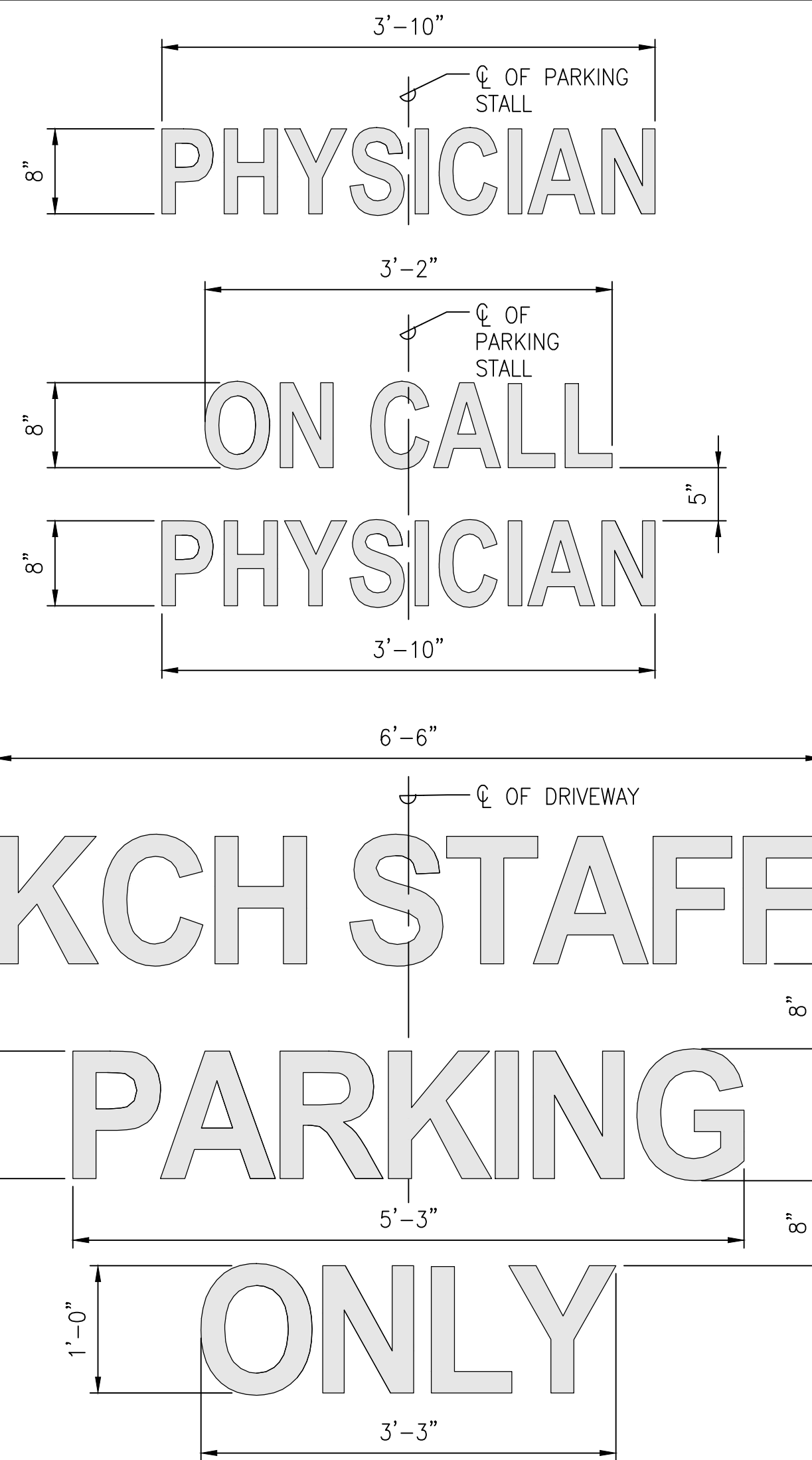


STOP BAR DETAIL
NTS

6

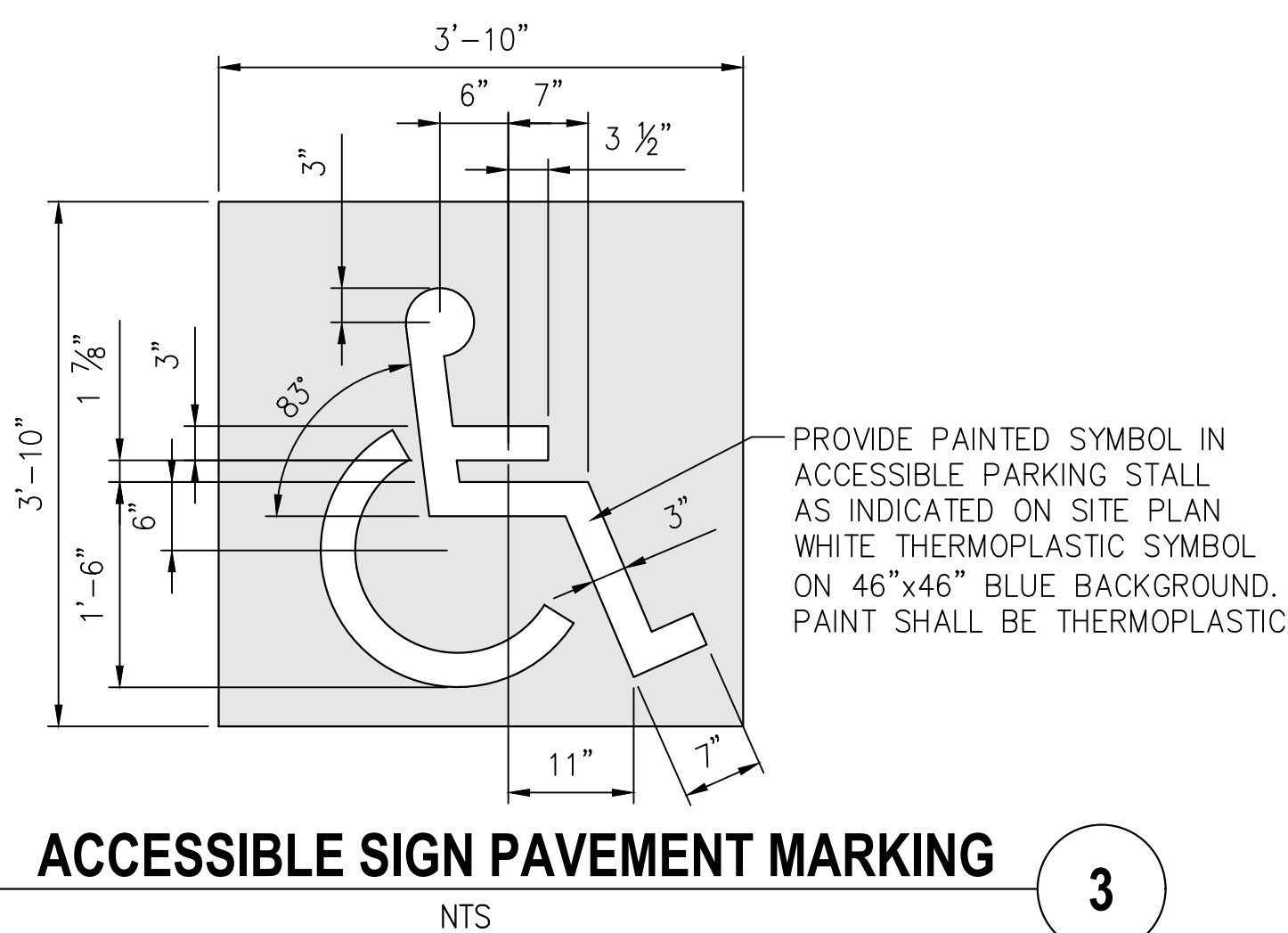
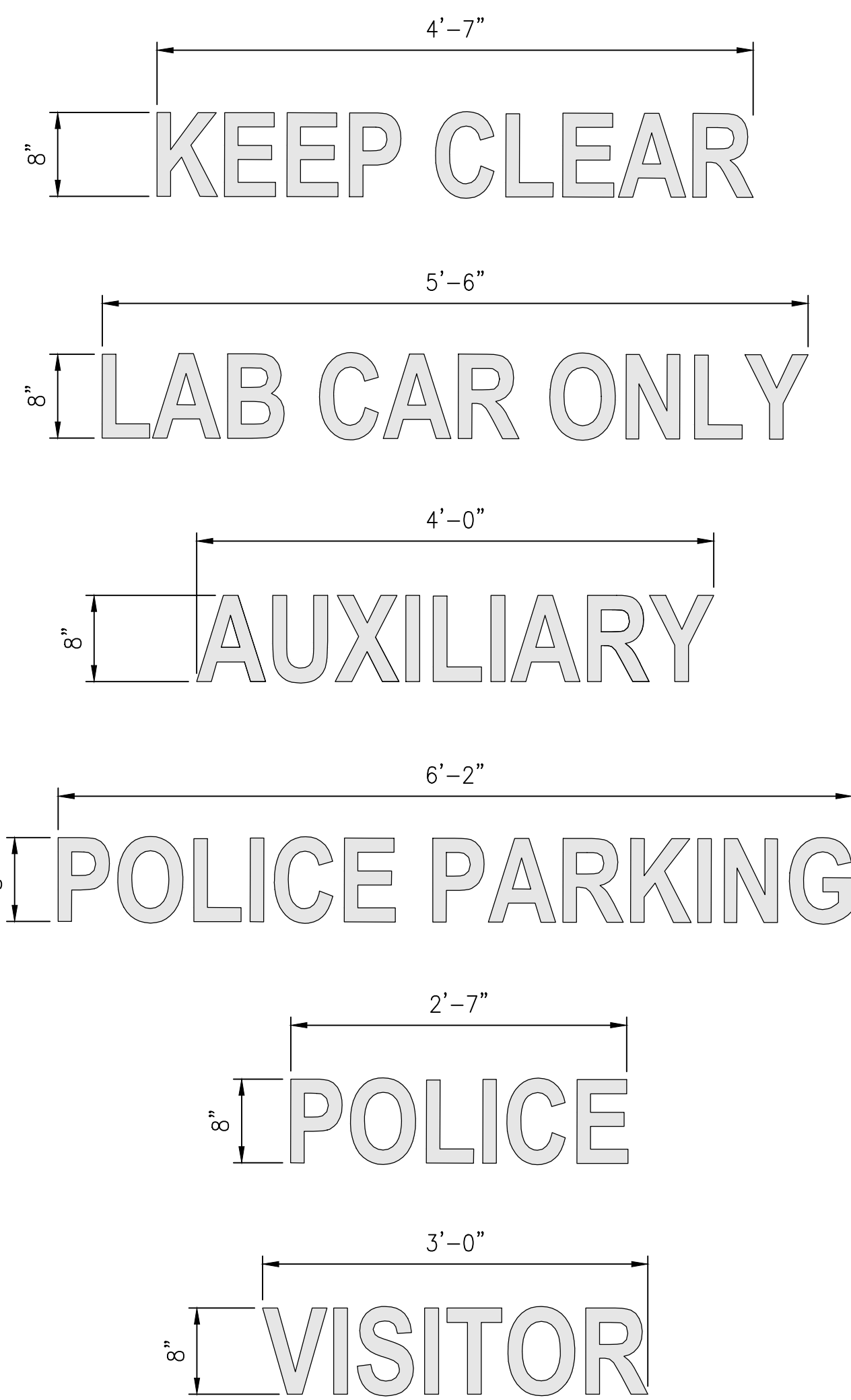


SIGNAGE DETAIL
NTS



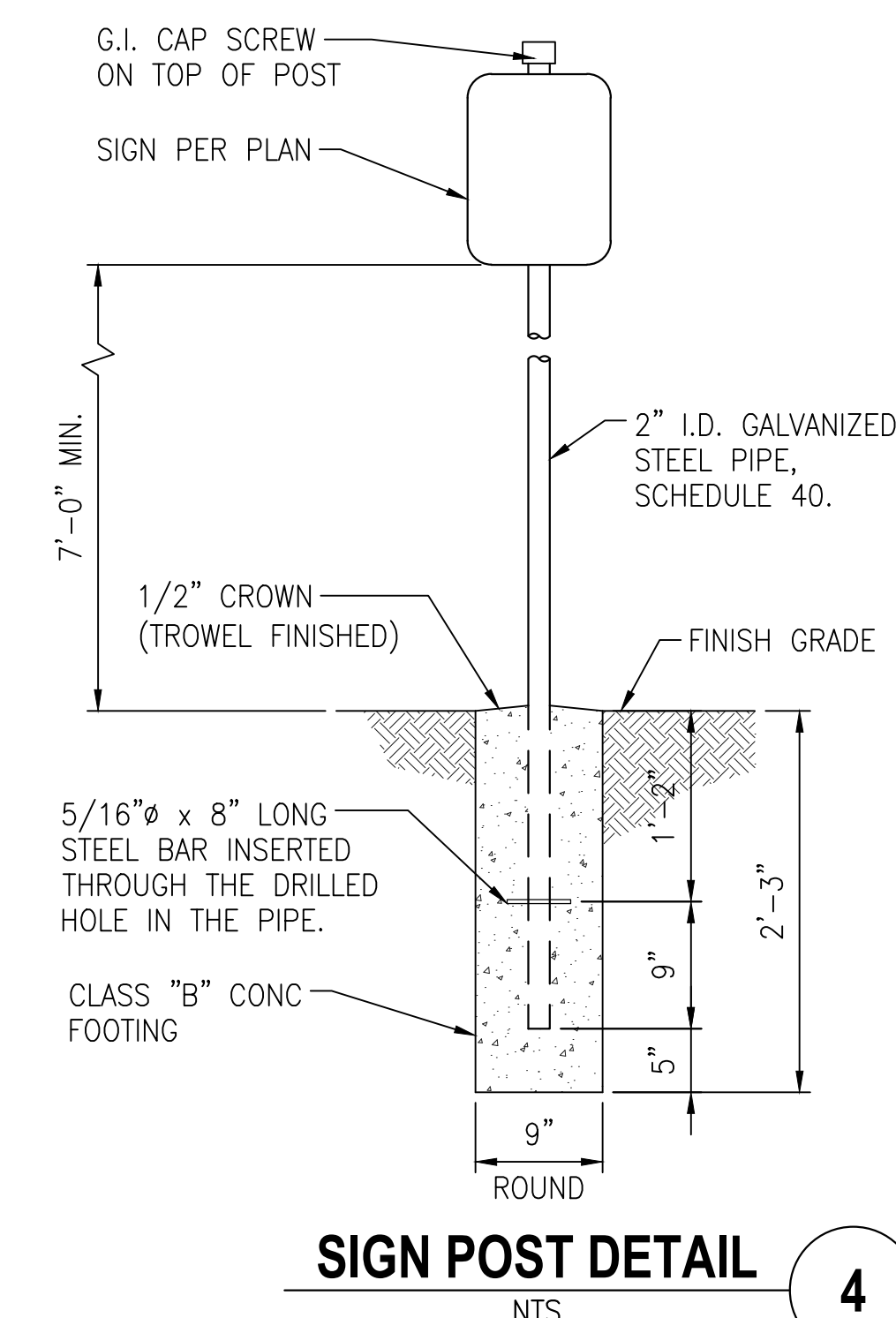
NOTE:
ALL PAVEMENT MARKINGS SHALL BE PAINTED WITH THERMOPLASTIC PAINT.
TYPICAL PAVEMENT MARKINGS DETAIL
NTS

9



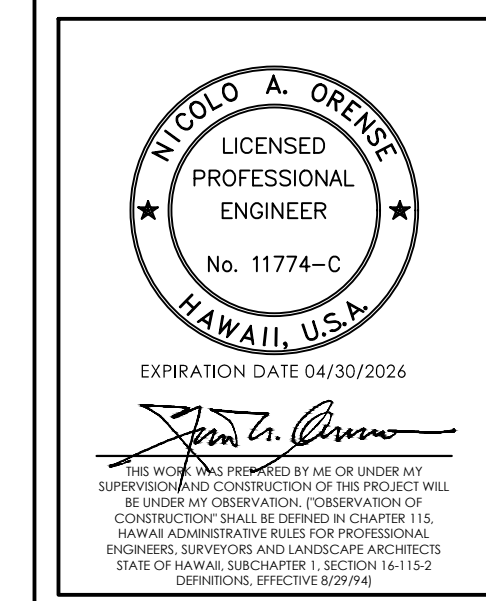
ACCESSIBLE SIGN PAVEMENT MARKING
NTS

3



SIGN POST DETAIL
NTS

4



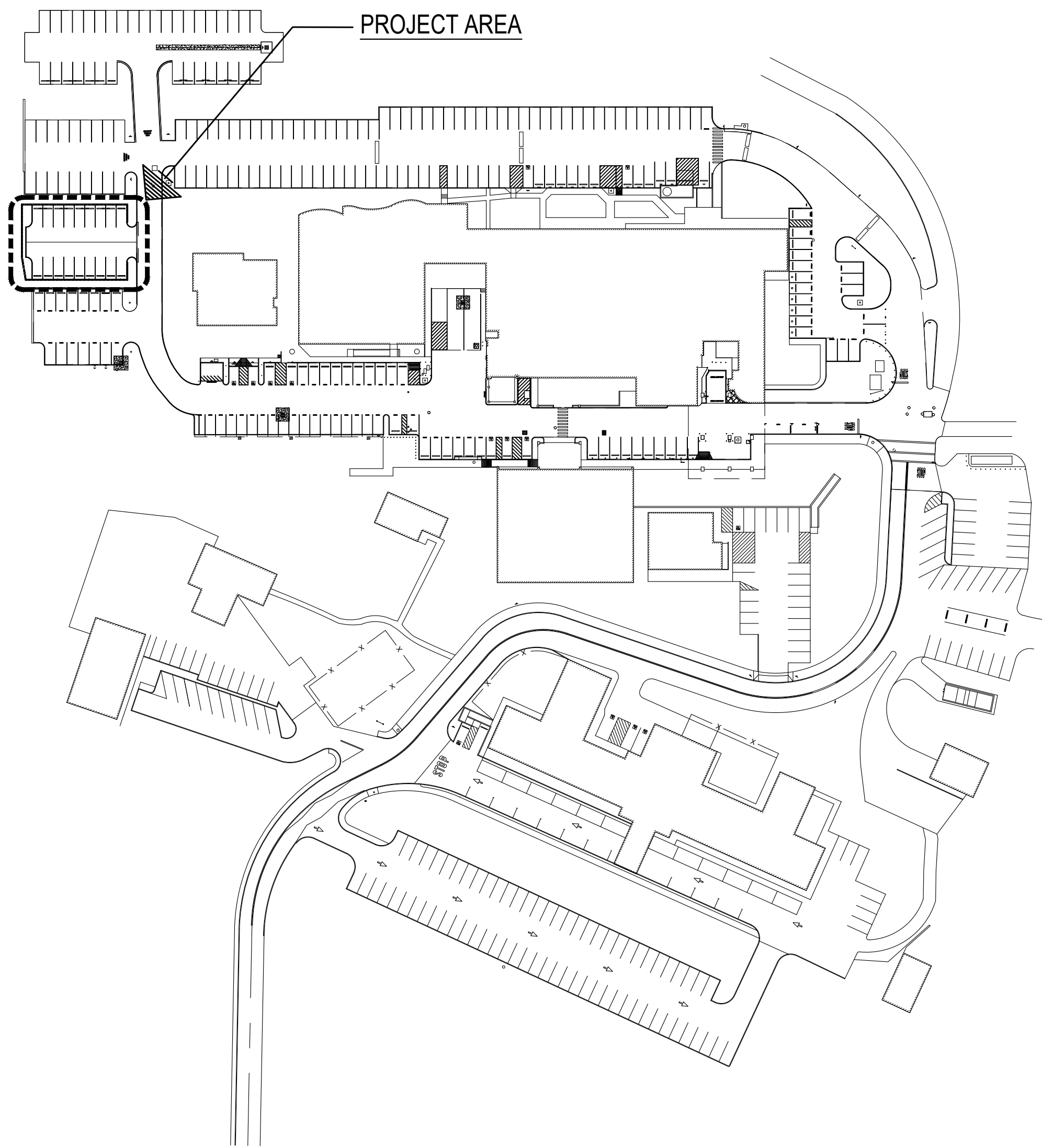
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PAVEMENT MARKING & SIGNAGE DETAILS
Title

Drafted By: ET
Checked By: NAO
Date Drawn: 07.09.2024
Project #: 17A7053.00

REV #	DATE	REVISION DESCRIPTION

C-401
Sheet Number



1 SITE ELECTRICAL PLAN
E-001 NOT TO SCALE

HAWAII COUNTY ENERGY CODE
2018 IECC, HAWAII REVISED STATUTES HRS 107-24 TO 28 & HAWAII ADMINISTRATIVE RULES HAR 3-181.1

COMMERCIAL BUILDING ENERGY EFFICIENCY STANDARDS

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS PROJECTS DESIGN SUBSTANTIALLY CONFORMS TO THE BUILDING ENERGY EFFICIENCY STANDARDS PERTAINING TO THE **COMMERCIAL PROVISIONS FOR ELECTRICAL AND LIGHTING SYSTEMS (C405 & C408)** OF THE 2018 IECC WITH AMENDMENTS PER HAR 3-181.1:

COMPLIANCE METHOD

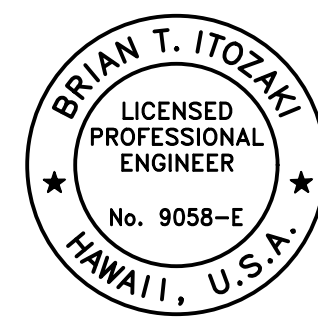
- 2018 IECC AS AMENDED, MANDATORY & PRESCRIPTIVE
- 2018 IECC AS AMENDED, MANDATORY & TOTAL BUILDING PERFORMANCE
- ASHRAE STANDARD 90.1-2016, MANDATORY & PRESCRIPTIVE
- ASHRAE STANDARD 90.1-2016, MANDATORY & ENERGY COST BUDGE METHOD

INFORMATION IN CONSTRUCTION DOCUMENTS

	YES	N/A
INTERIOR LIGHTING		
OCCUPANT SENSOR CONTROLS, C405.2.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TIME SWITCH CONTROLS, C405.2.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DAYLIGHT RESPONSIVE CONTROLS, C405.2.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DAYLIGHT ZONES ON PLANS, C405.2.3.2 & C405.2.3.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
GUEST ROOM CONTROLS, C405.2.4	<input type="checkbox"/>	<input checked="" type="checkbox"/>
INTERIOR LIGHTING FIXTURE SCHEDULE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
INTERIOR LIGHTING POWER ALLOWANCES, C405.3.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
INTERIOR LIGHTING FIXTURE LOCATIONS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
LIGHTING CONTROL FUNCTIONAL PERFORMANCE TESTING REQUIREMENTS, C408.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXTERIOR LIGHTING		
EXTERIOR LIGHTING CONTROLS, C405.2.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EXTERIOR LIGHTING FIXTURE SCHEDULE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EXTERIOR LIGHTING POWER ALLOWANCES, C405.4.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EXTERIOR LIGHTING FIXTURE LOCATIONS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ELECTRICAL		
ELECTRICAL TRANSFORMER EFFICIENCY, C405.6	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ELECTRICAL MOTOR EFFICIENCY, C405.7	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VOLTAGE DROP LESS THAN 5%, C405.9	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TENANT SUBMETERING, C405.10	<input type="checkbox"/>	<input checked="" type="checkbox"/>

NOTES

Signature: Brian T. Itozaki Date: 5/6/2024
 Name: BRIAN T. ITOZAKI
 License No.: 9058-E
 Project Name: SEE T-001
 Project TMK: (3) 7-9-010:081



EXPIRATION DATE OF THE LICENSE: 04/30/26

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.

ELECTRICAL SYMBOL LIST

EXISTING	NEW	DESCRIPTION
		ROADWAY/AREA LIGHT WITH CONCRETE BASE, POLE MOUNTED WITH BRACKET ARM.
"a"	"a"	INDICATES FIXTURE OR DEVICE CONTROLLED BY SW. "a", OTHER LETTERS SIMILAR.
		ELECTRIC PANEL.
		ELECTRIC PULLBOX TYPE A
-e-		RACEWAY, CONCEALED ABOVE FINISH FLOOR
-e-		RACEWAY, CONCEALED BELOW FINISH FLOOR
-e-		ARROW, HOMERUN TO PANEL OR CABINET.
		ELECTRICAL NOTE INDICATOR.
		DUCT SECTION INDICATOR.
		FIXTURE INDICATOR

BUILDING ENERGY EFFICIENCY STANDARDS

SITE	ELPA	GLA	ELPA	INSTALLED
EXTERIOR LIGHTING POWER ALLOWANCE	576.28 W			567 W

EXTERIOR LIGHTING POWER ALLOWANCE

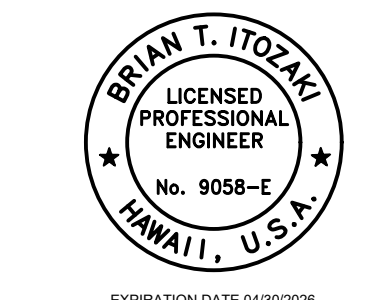
ELPA = ELUPA X GLA
 WHERE
 ELPA = EXTERIOR LIGHTING POWER ALLOWANCE (W)
 ELUPA = EXTERIOR UNIT LIGHTING POWER ALLOWANCE
 GLA = GROSS LIGHTED AREA

SITE	ELUPA	GLA	ELPA	INSTALLED
PARKING AREAS AND DRIVES	0.04 W/FT. ²	14,407 FT. ²	576.28 W	567 W
			576.28 W	567 W

GENERAL ELECTRICAL NOTES:

- ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELV WITH ALL EXISTING CONDITIONS PRIOR TO BIDDING. BID SUBMISSION SHALL BE CONSIDERED AS CONFIRMATION THAT THE CONTRACTOR HAS VISITED THE SITE AND HAS RESOLVED ALL DISCREPANCIES AND QUESTIONS REGARDING THE WORK. NO EXTRA PAYMENT WILL BE GIVEN FOR WORK MADE NECESSARY BY THE CONTRACTOR'S FAILURE TO VISIT THE SITE.
- CONDUIT SIZES INDICATED ON THE DRAWINGS ARE NOT NECESSARILY BASED ON THE MINIMUM SIZE ALLOWED BY THE NATIONAL ELECTRICAL CODE AND MAY BE PURPOSELY OVERSIZED FOR FUTURE CONDUCTORS OR TO AVOID CONDUIT HEATING. CONDUIT SIZES NOT CALLED OUT ON THE DRAWINGS SHALL BE SIZED BY THE CONTRACTOR, BASED ON THE ACTUAL NUMBER OF CONDUCTORS TO BE INSTALLED, USING THE NATIONAL ELECTRICAL CODE AS A GUIDE. IN NO CASE SHALL CONDUIT SIZES BE SMALLER THAN 3/4" DIAMETER.
- ALL WIRING SHALL INCLUDE AN INSULATED GREEN GROUNDING CONDUCTOR SIZED PER TABLE 250.122 OF THE NATIONAL ELECTRICAL CODE. THIS CONDUCTOR SHALL BE CARRIED IN ALL RACEWAYS INCLUDING THOSE INSTALLED FOR SWITCH LEGS AND SHALL BE ATTACHED TO THE DEVICE, LIGHT FIXTURE, OR EQUIPMENT HOUSING USING A SUITABLE GROUNDING LUG.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL JUNCTION AND PULL BOXES REQUIRED FOR THE INSTALLATION OF ELECTRICAL DEVICES AND EQUIPMENT, WHETHER OR NOT SPECIFICALLY INDICATED ON THE PLANS. SIZING OF THESE BOXES SHALL BE PER THE NATIONAL ELECTRICAL CODE.
- PROJECT CONDITIONS MAY REQUIRE REARRANGEMENT OF ELECTRICAL WORK, THE CONTRACTOR SHALL INDICATE SUCH CHANGES ON THE AS-BUILT DRAWINGS. WHERE CHANGES REQUIRE ALTERNATE METHODS TO THOSE SPECIFIED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL SUBMIT DRAWINGS SHOWING THE PROPOSED METHOD FOR APPROVAL. THE CONTRACTOR SHALL NOT PROCEED UNTIL APPROVAL IS OBTAINED. REARRANGEMENT OF WORK FOR THE PURPOSE OF COORDINATION BETWEEN TRADES SHALL NOT BE CONSIDERED A REASON FOR EXTRA COST.
- EXISTING CONDITION SHOWN ON DRAWINGS ARE TAKEN FROM PAST DESIGN DRAWINGS AND VISUAL FIELD INVESTIGATION. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS SHOWN. DEVIATIONS SHALL BE SHOWN ON AS-BUILT DRAWINGS.
- THE CONTRACTOR SHALL COORDINATE THEIR WORK WITH ALL OTHER TRADES.
- REFINISH AND PATCH TO MATCH ALL EXISTING ALL SURFACES DAMAGED OR SCRATCHED BY ELECTRICAL REMOVAL AND INSTALLATION WORK. NEW TOUCH-UP PAINT WORK SHALL BLEND INTO AND MATCH EXISTING FINISH.
- ALL MATERIAL, EQUIPMENT, AND WIRING LOCATED OUTDOORS SHALL BE RATED FOR WET LOCATIONS.
- ALL FEEDER WIRING SHALL INCLUDE AN INSULATED GREEN GROUNDING CONDUCTOR SIZED PER TABLE 250.122 OF THE NATIONAL ELECTRICAL CODE. THIS CONDUCTOR SHALL BE CARRIED IN ALL RACEWAYS AND SHALL BE ATTACHED TO THE PANEL GROUND BUS.
- ALL MULTIWIRED BRANCH CIRCUITS SHALL BE IN ACCORDANCE WITH NEC ARTICLE 210.4. ALL CIRCUITS SHALL HAVE INDIVIDUAL NEUTRALS.
- THE TERM "WIRING" SHALL INCLUDE RACEWAY, CONDUCTORS, EQUIPMENT, AND WIRING.
- THE TERM "PROVIDE" SHALL MEAN "FURNISH AND INSTALL".
- ALL EXPOSED RACEWAYS SHALL BE GALVANIZED RIGID STEEL. EMT RACEWAY SHALL NOT BE USED.

- WHEN TRENCH EVACUATION IS ADJACENT TO EXISTING STRUCTURES OR FACILITIES, THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SHEETING AND BRACING THE EXCAVATION AND STABILIZING THE EXISTING GROUND TO RENDER IT SAFE AND SECURE FROM POSSIBLE SLIDES, CAVE-INS AND SETTLEMENT, AND FOR PROPERLY SUPPORTING EXISTING STRUCTURES AND FACILITIES WITH BEAMS, STRUTS OR UNDERPINNING TO FULLY PROTECT IT FROM DAMAGE.
- TONING: EXISTING UNDERGROUND UTILITY LINES INDICATED ON THE DRAWINGS ARE SHOWN IN APPROXIMATE LOCATIONS BASED ON BEST AVAILABLE "RECORD" DRAWINGS AND ARE SUBJECT TO FIELD VERIFICATION BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR TONING THE PROPOSED ROUTES OF THE PROJECT DUCTLINES AND LIGHT POLE FOUNDATIONS TO IDENTIFY ANY POTENTIAL CONFLICTS PRIOR TO EXCAVATION. DAMAGE TO EXISTING UTILITIES CAUSED BY THE CONTRACTOR, AS A RESULT OF THE FAILURE TO TONE THE ROUTE PRIOR TO EXCAVATION WORK, WILL REQUIRE THE CONTRACTOR TO REPAIR THE DAMAGE AT NO ADDITIONAL COST TO THE PROJECT. THE DAMAGED UTILITIES SHALL BE REPAIRED/RESTORED TO ITS ORIGINAL WORKING CONDITION AND TO THE SATISFACTION OF THE OFFICER-IN-CHARGE.
- THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- THE EXISTING ELECTRICAL AND OTHER ELECTRICALLY-RELATED SYSTEMS MUST REMAIN OPERATIONAL THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL EXERCISE DUE CARE AND CAUTION WHEN WORKING NEAR ANY EXISTING EQUIPMENT, DEVICES, OR CABLING/CIRCUITING. ANY DAMAGE TO THE EXISTING EQUIPMENT, DEVICE OR CABLING/CIRCUITING RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE IMMEDIATELY REPAIRED OR OTHERWISE RESTORED TO ITS ORIGINAL WORKING CONDITION AT NO ADDITIONAL COST TO THE PROJECT.
- MAINTAIN CONTINUITY OF ALL CIRCUITS THAT PASS THROUGH THE PROJECT LIMITS AND SERVE OTHER AREAS OR EQUIPMENT INDICATED TO REMAIN. PROVIDE CONDUITS & WIRING, AND THE LABOR REQUIRED TO FACILITATE SAID CONTINUITY BOXES, CONDUITS AND WIRING SHALL BE IN ACCORDANCE WITH THE N.E.C.
- THE EXISTING PARKING LOT LIGHTING SYSTEM SHALL REMAIN OPERATIONAL THROUGHOUT NIGHT HOURS (6PM TO 6AM) DURING CONSTRUCTION OF THE NEW PARKING LOT LIGHTING SYSTEM. TEMPORARY LIGHTING SHALL BE PROVIDED IF REQUIRED DURING NIGHT HOURS AT NO ADDITIONAL COST TO THE OWNER. IF REQUIRED, SUBMIT ALL PROPOSED TEMPORARY LIGHTING SCHEMES TO THE OFFICER-IN-CHARGE FOR REVIEW AND ACCEPTANCE.



EXPIRATION DATE: 04/30/26



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74-408 Aieki Street, Ste 201-A
Waipahu, HI 96797

CONSTRUCTION PLANS
KONA COMMUNITY HOSPITAL
79-1019 HAUKAPILA STREET
KEALAKEKUA HAWAII 96750
T.M.K.: (3) 7-9-010:081

ELECTRICAL PLANS - SITE PLANS

Title

Drafted By: KH

Checked By: BI

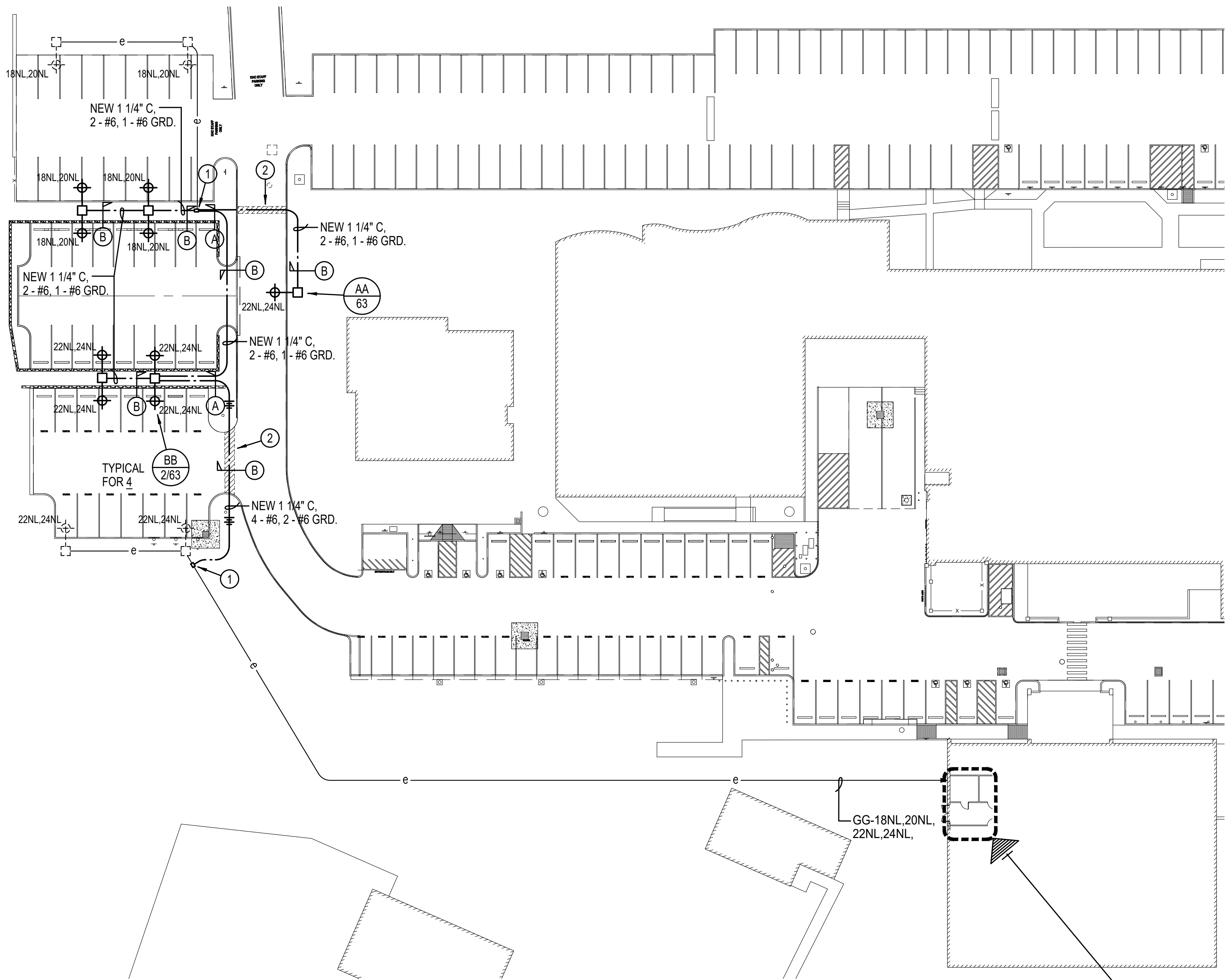
Date Drawn: 05.06.2024

Project #: 17A7053.00

REV #	DATE	REVISION DESCRIPTION

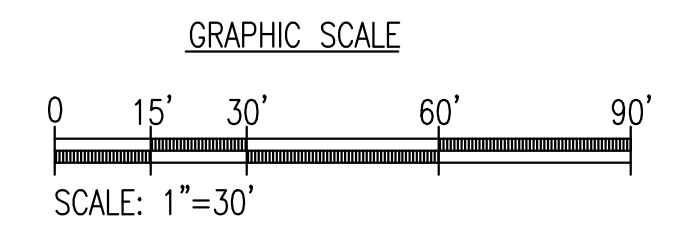
E-001

Sheet Number



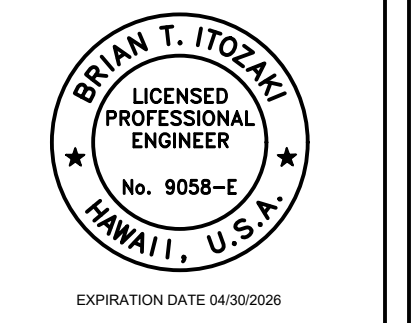
NOTE:
FOR DUCT SECTIONS, SEE SHEET: E-302.

SEE INSET
ON SHEET: E-101

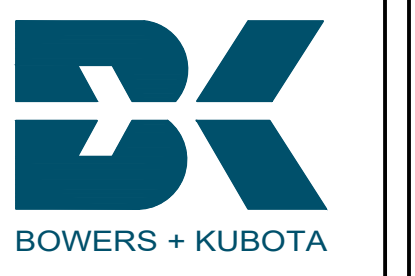


1 ELECTRICAL PLAN - EXISTING/NEW WORK
E-201 1" = 30'

- ELECTRICAL NOTES: EXISTING/NEW WORK**
- INTERCEPT EXISTING UNDERGROUND WIRING WITH NEW 12" x 18" PULLBOX. SEE DETAIL: 2/E-302. EXTEND EXISTING LIGHTING CIRCUIT TO EXISTING AND NEW LIGHTS. SPLICE EXISTING AND NEW WIRES IN PULLBOX. PROVIDE WATERTIGHT SPLICES.
 - SAWCUT EXISTING ASPHALT TO INSTALL NEW DUCTLINE. PATCH TO MATCH EXISTING CONDITION. SEE DETAIL: 2/E-302.



Brian T. Itozaki
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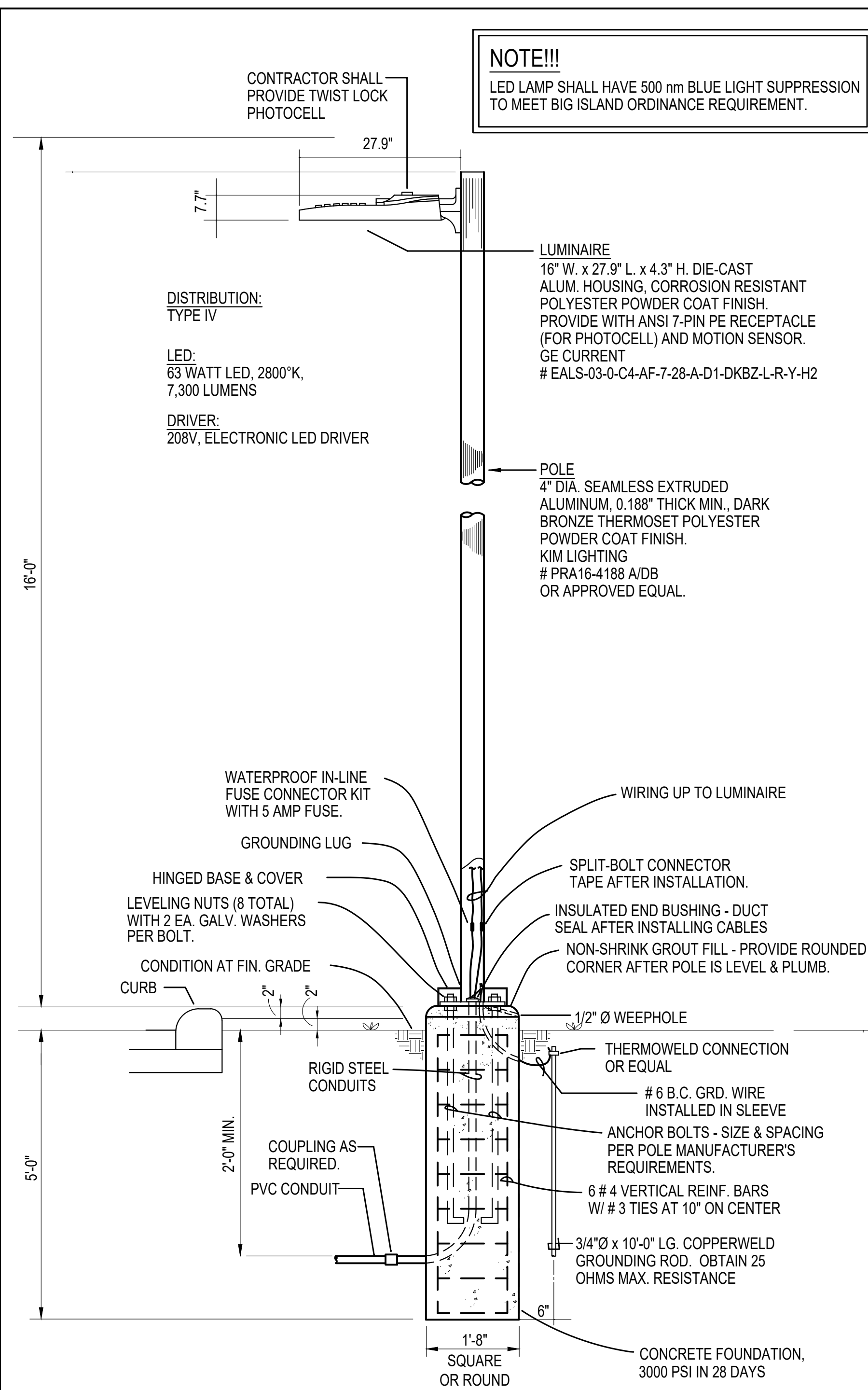
ELECTRICAL PLAN - EXISTING/NEW WORK

Title	
Drafted By:	KH
Checked By:	BI
Date Drawn:	05.06.2024
Project #:	17A7053.00

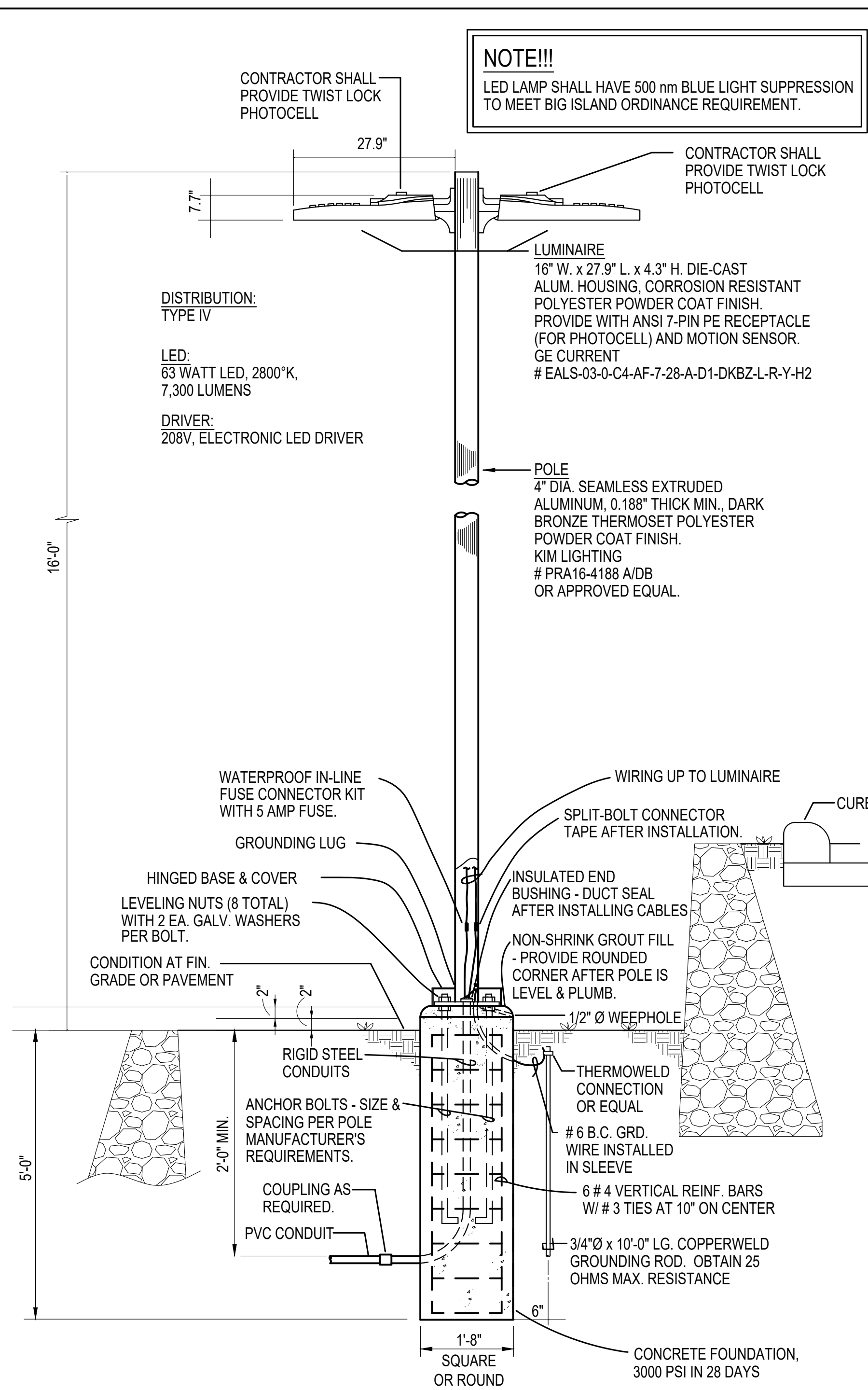
REV #	DATE	REVISION DESCRIPTION

E-201

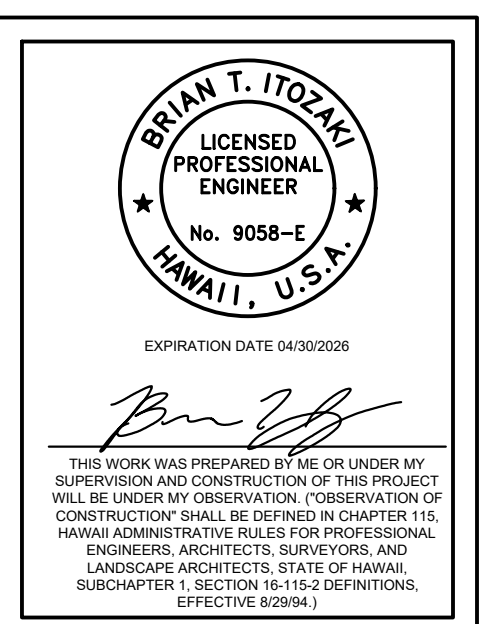
Sheet Number



1 **DETAIL - LIGHT STANDARD TYPE "AA"**
E-301 N.T.S.



2 **DETAIL - LIGHT STANDARD TYPE "BB"**
E-301 N.T.S.



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LIGHTING DETAILS

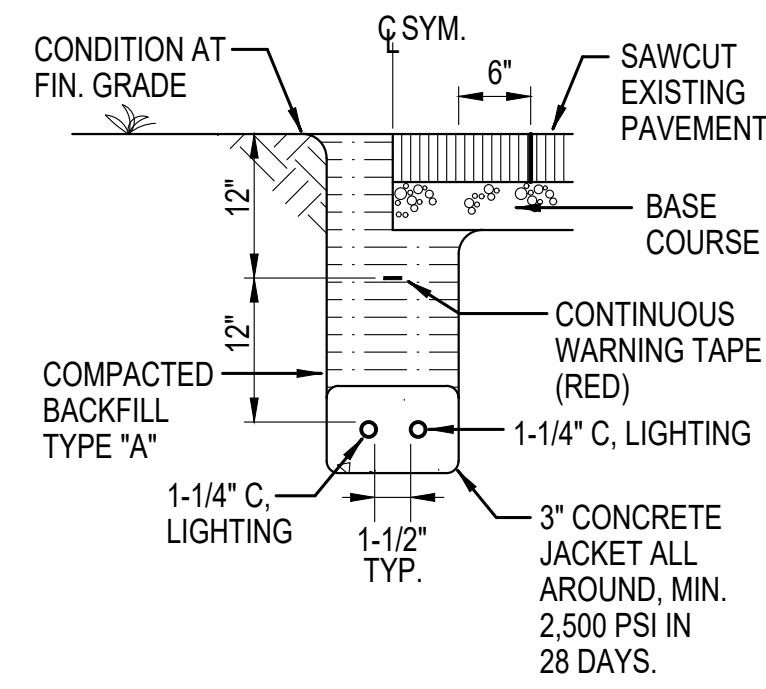
Title
Drafted By: KH
Checked By: BI
Date Drawn: 05.06.2024
Project #: 17A7053.00

REV #	DATE	REVISION DESCRIPTION

E-301
Sheet Number

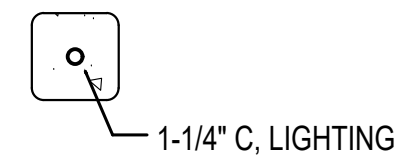
NOTES:

- BACKFILL MATERIAL TYPE "A" BLACK OR BEACH SAND, EARTH AND GRAVEL MIXTURE. IF EARTH & GRAVEL MIXTURE, ROCK SIZE SHALL BE 1-INCH OR SMALLER AND SHALL NOT CONTAIN MORE THAN 50% ROCK PARTICLES BY VOLUME.
- ALL DUCTS SHALL BE PVC SCHEDULE 40.
- PROVIDE DETECTABLE DUCT WARNING TAPE 12" BELOW FINISH GRADE OR PAVEMENT DIRECTLY ABOVE DUCTS.

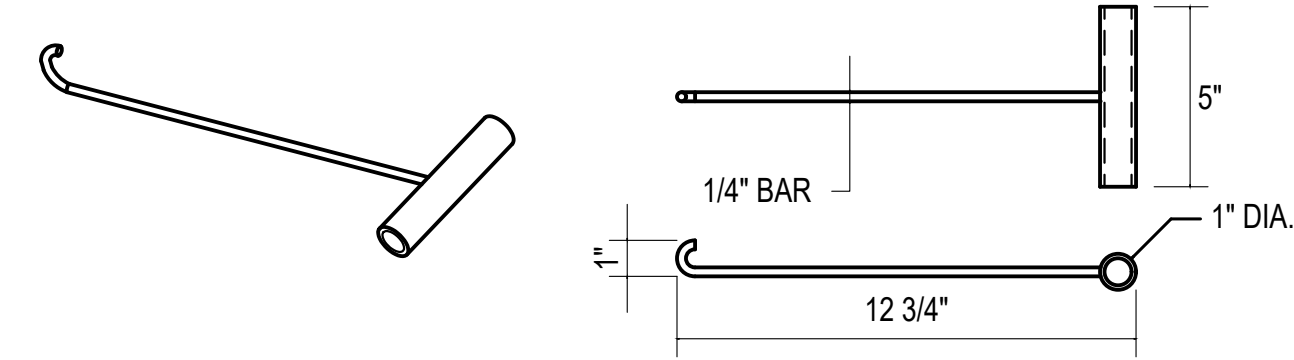


DUCT SECTION (A)

SAME COVER AS DUCT SECTION (A)



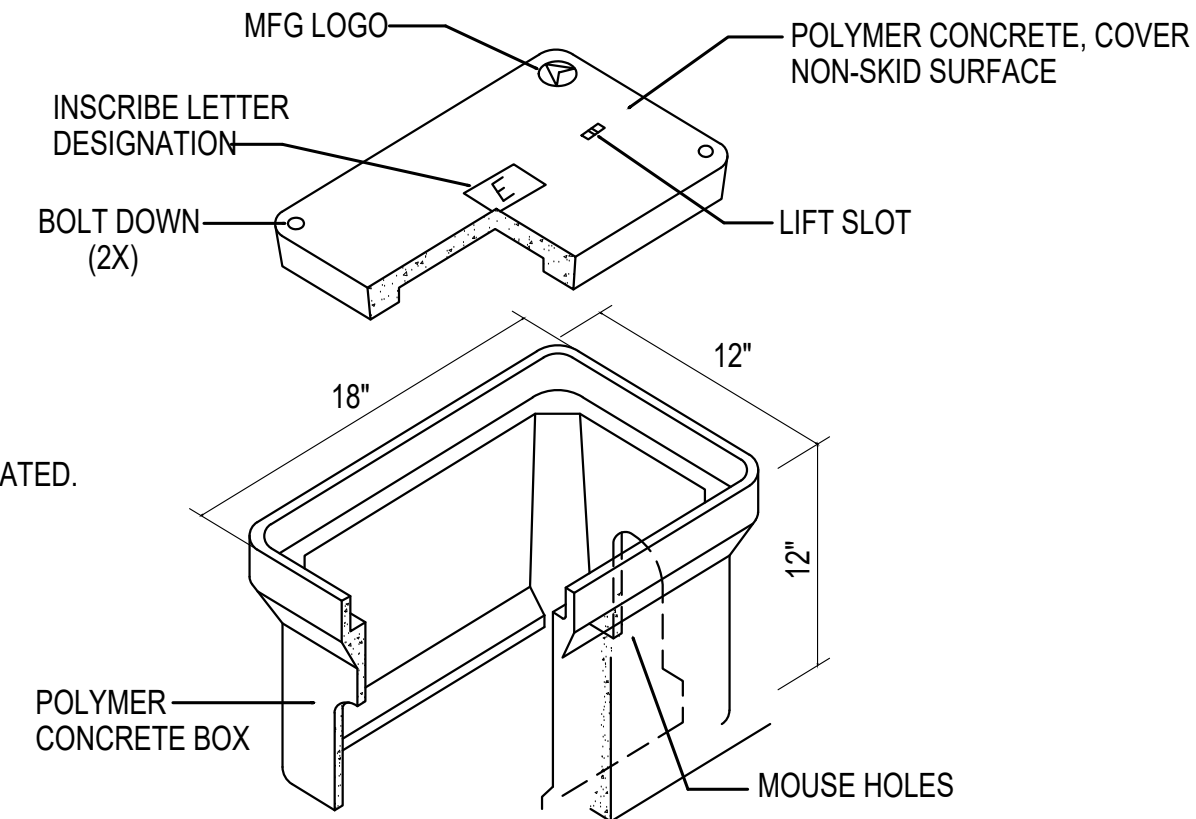
DUCT SECTION (B)



NOTE:
COORDINATE LIFTING HOOK SHANK DIAMETER WITH PULLBOX BEING PROVIDED.

1
E-302 N.T.S. **DETAIL - LIFTING HOOK FOR PULLBOX COVER**

LTG - LIGHTING



20K LOAD RATED.

2
E-302 N.T.S. **DETAIL - 12" x 18" PULLBOX**

NOTES:

- HANDHOLE SHALL BE SET ON 6" COMPACTED ROCK OR SAND SUBBASE TO INSURE UNIFORM DISTRIBUTION OF PRESSURE ON FLOOR.
- PROVIDE ONE COVER LIFTING HOOK AND DELIVER TO USER. SEE DETAIL 1/E-302.
- HANDHOLE SHALL BE INSTALLED 1" ABOVE FINISH GRADE ALL AROUND, EXCEPT AT WALKWAYS AND PAVED AREAS WHERE THEY SHALL BE FLUSH WITH FINISH GRADE.
- PROVIDE TWO (2) HEX HEAD SOCKETS FOR REMOVAL OF COVER AND DELIVER TO USER.

MANUFACTURER:
ARMORCAST #A6001425TAPC
OR APPROVED EQUAL.



EXPIRATION DATE 04/30/2026
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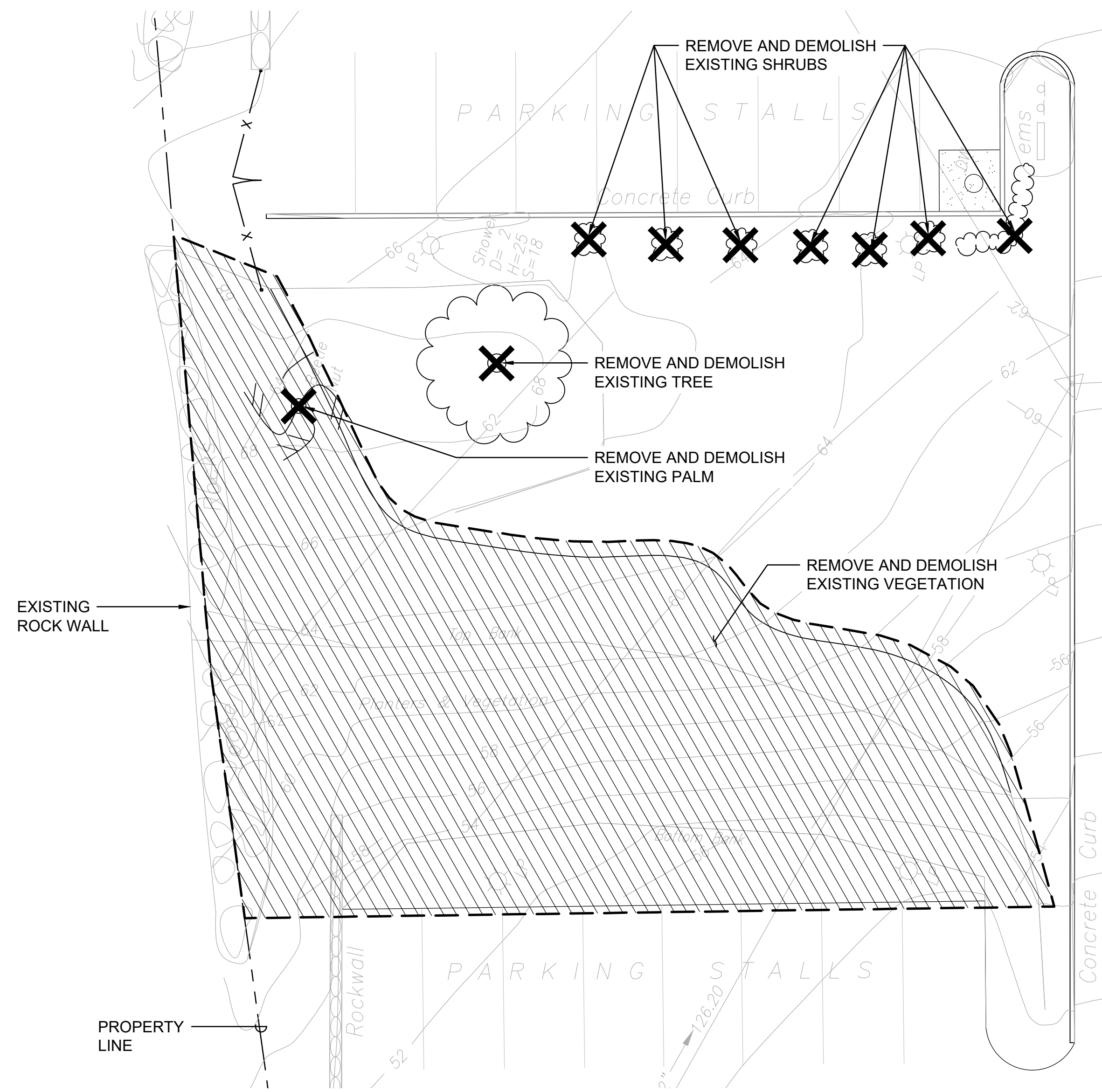
CONSTRUCTION PLANS
KONA COMMUNITY HOSPITAL
79-1019 HAUUKAPILA STREET
KEALAKEKUA HAWAII 96750
T.M.K.: (3) 7-9-010:081

ELECTRICAL DETAILS

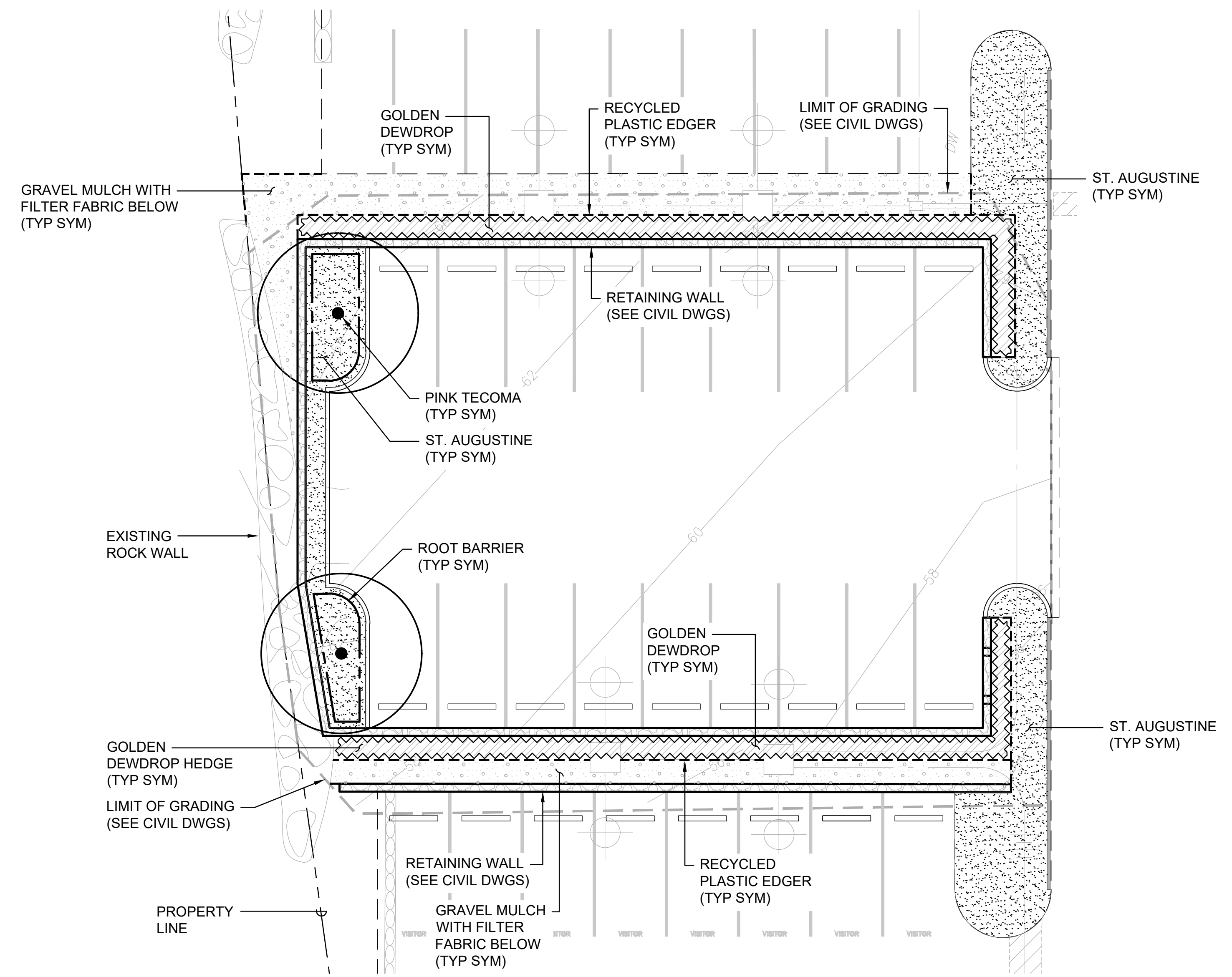
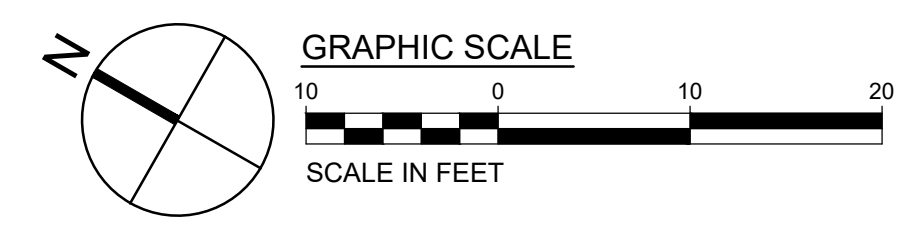
Title	
Drafted By:	KH
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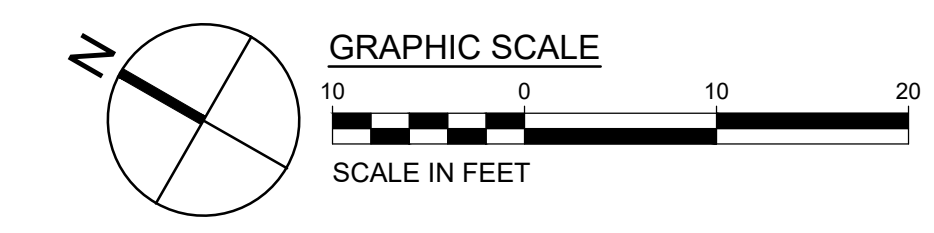
E-302
Sheet Number



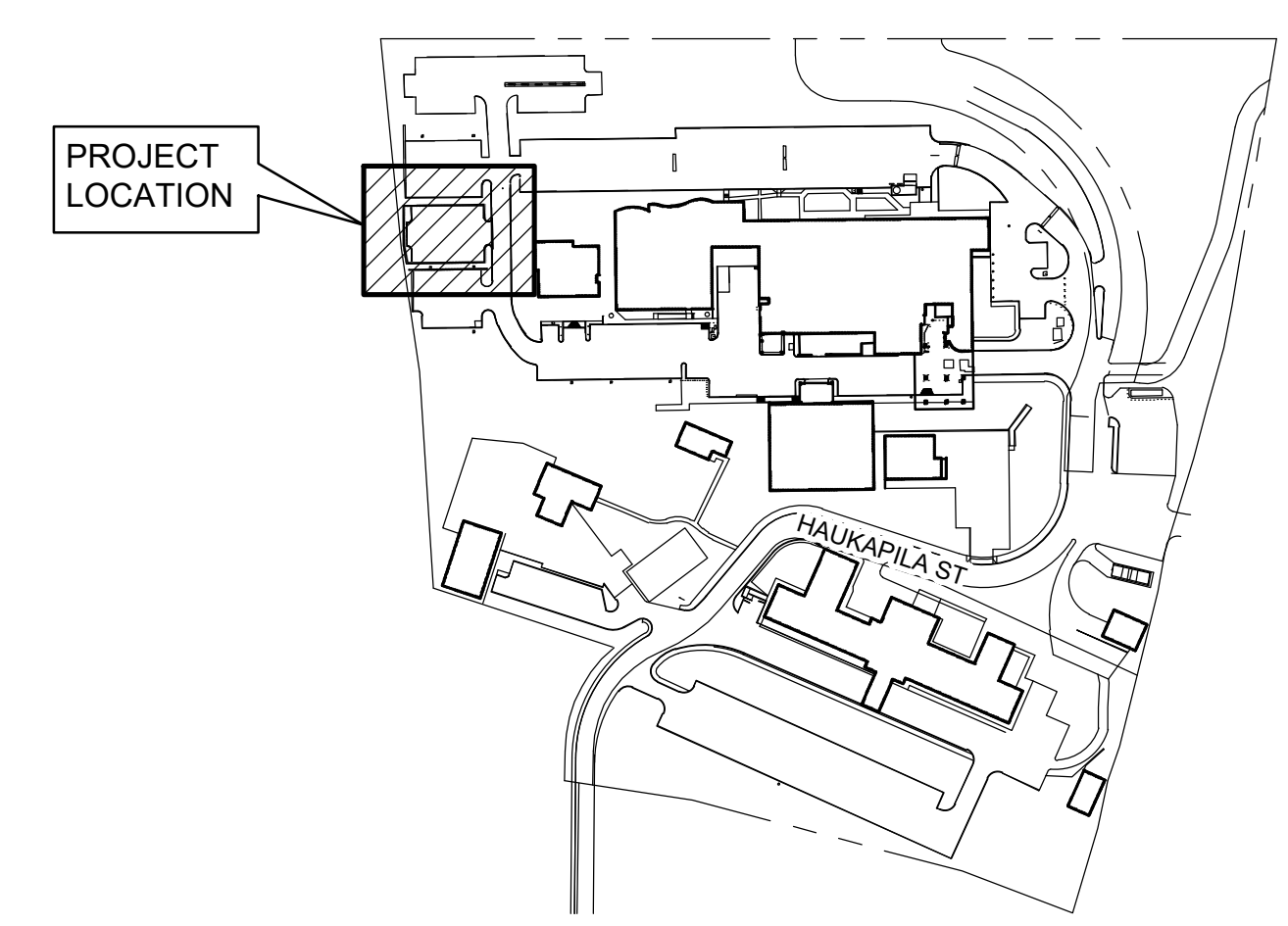
1 PLANTING DEMOLITION PLAN
SCALE: 1"=10'-0"



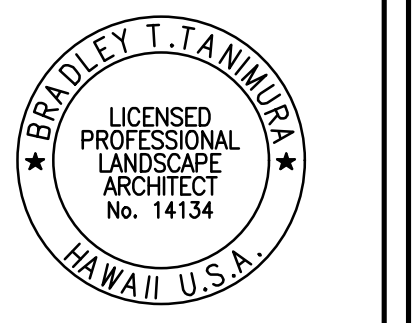
2 PLANTING PLAN
SCALE: 1"=10'-0"



PLANT SCHEDULE							
SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	CALIPER	HEIGHT	REMARKS
TREES (PER HAWAII COUNTY CODE, SECTION 25-4-59.3)							
	2 EA	TABEBUIA ROSEA	PINK TECOMA	25 GAL	2" MIN CAL	8'-10' CLR TRUNK HT.	FULL, EVEN CROWN AND BRANCHING STRUCTURE
SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	SPACING	REMARKS
SHRUB AREAS							
	105 EA	DURANTA ERECTA	GOLDEN DEWDROP	3 GAL	2' MIN HT	24" OC, LINEAR SPACING, SINGLE ROW	BUSHY, FULL
LAWN							
	910 SF	STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE GRASS	SOD			
MISCELLANEOUS SCHEDULE							
SYMBOL	QTY	DESCRIPTION					
	90 LF	12" DEPTH HDPE ROOT BARRIER, DEEP ROOT UB-12 2 (OR APPROVED EQUAL)					
	230 LF	RECYCLED PLASTIC EDGER, EPIC PLASTICS BEND-A-BOARD 1X6X20 WITH PLASTIC STAKES (OR APPROVED EQUAL)					
	7.3 CY	3" MIN DEPTH 3/4"-MINUS CRUSHED BLUE ROCK GRAVEL (OR APPROVED EQUAL)					
	815 SF	WOVEN POLYPROPYLENE GEOTEXTILE WEED FABRIC, WINFAB 1510 (OR APPROVED EQUAL)					
	4.7 CY	1" MIN DEPTH SOIL CONDITIONER, 1 PART COMPOST, PLUS AMENDMENTS. ROTOTILL 4"-6" INTO EXISTING SOIL IN ALL PLANTING AREAS					
	23.7 CY	(18.7 CY) 4" MIN DEPTH SCREENED IMPORTED TOPSOIL FOR SHRUB AREAS; (5 CY) 2" MIN DEPTH INCORPORATED OVER EXISTING SOIL IN ALL GRAVEL AREA					
	3.8 CY	2" MIN DEPTH SOIL AMENDMENT MULCH IN SHRUB AREAS					



VICINITY MAP
GRAPHIC SCALE
SCALE IN FEET



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PLANT DEMOLITION PLAN,
 PLANTING PLAN,
 PLANTING SCHEDULE

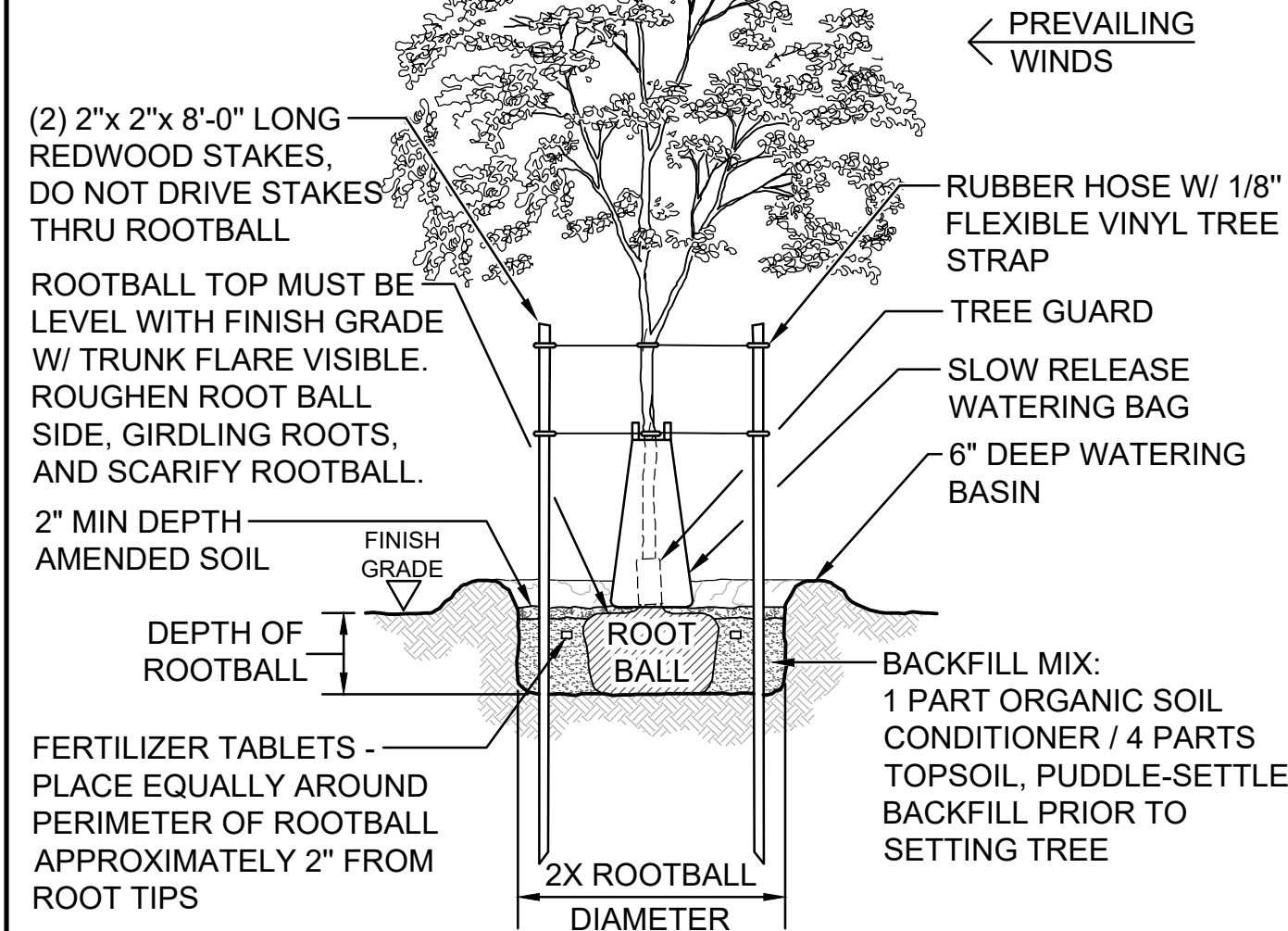
Title
 Drafted By: CCB
 Checked By: BIT
 Date Drawn: APRIL 2024
 Project #: 17A7053.00

REV #	DATE	REVISION DESCRIPTION

L-101

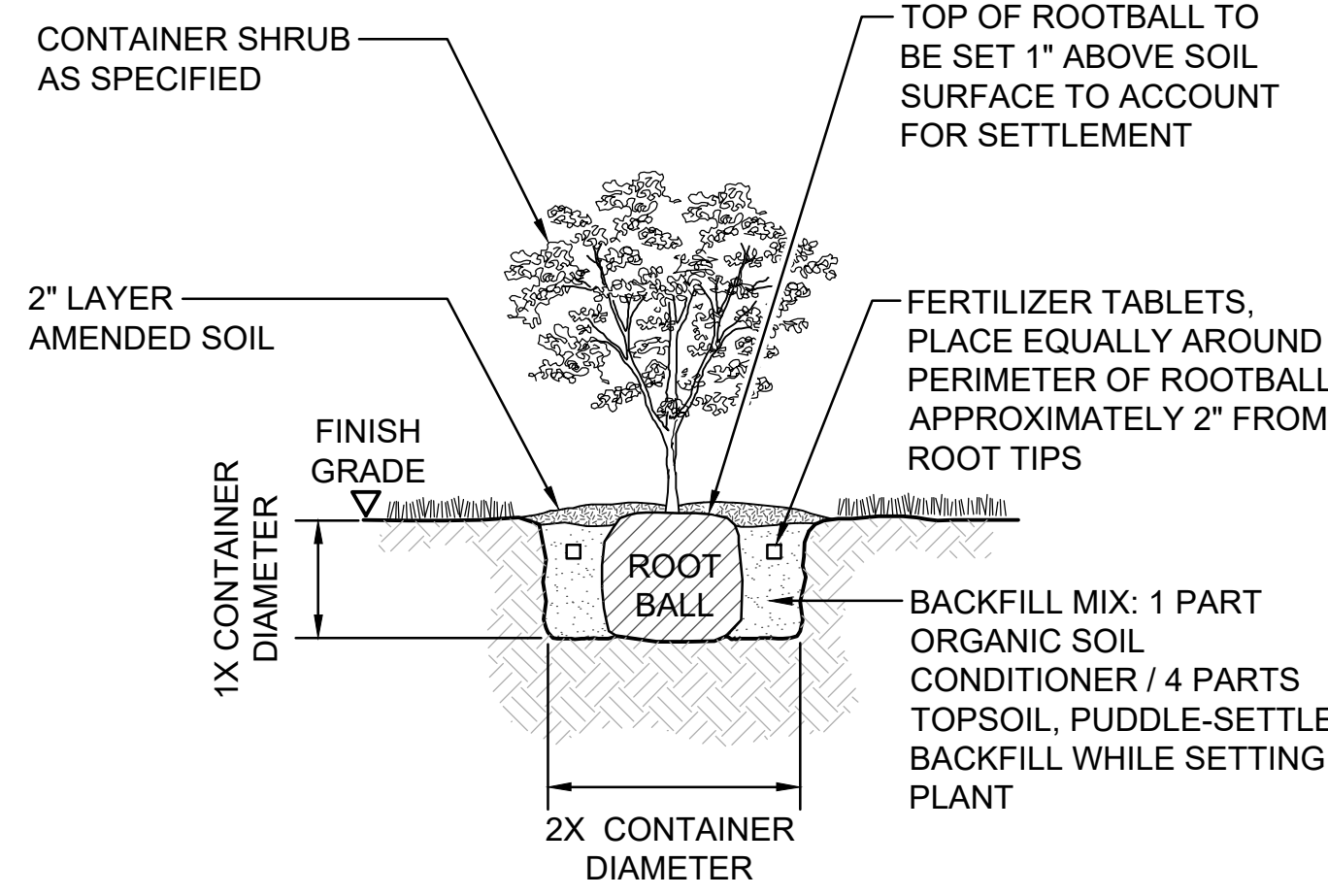
NOTE:

1. DEEP WATERING BERMS MUST BE REMOVED AT THE END OF LANDSCAPE MAINTENANCE PERIOD.
2. REMOVE ALL STAKES AND GUY WIRES WHEN TREE IS WELL ESTABLISHED AND SUPPORTS ARE NO LONGER NEEDED

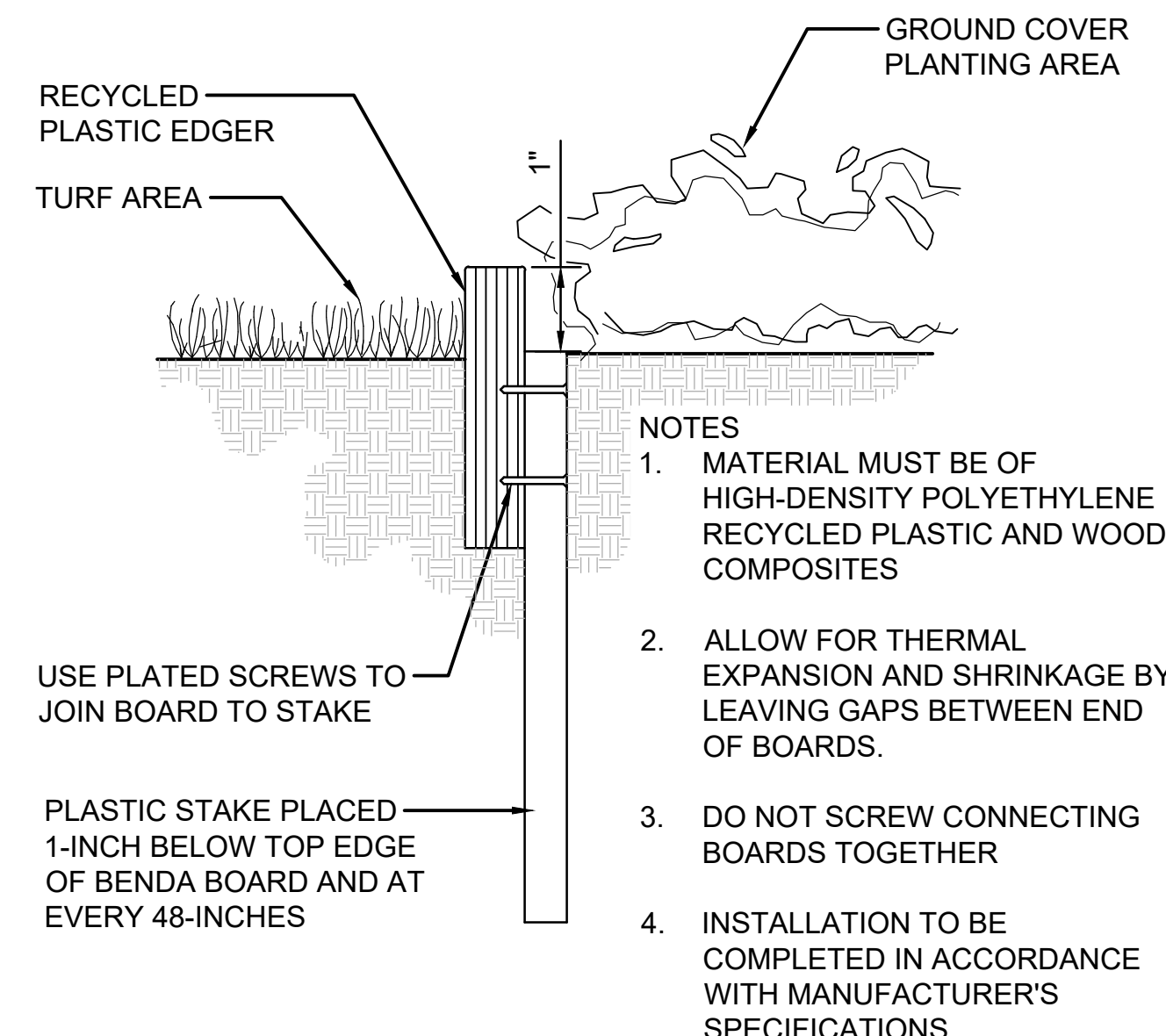


1 TREE PLANTING DETAIL WITH WATERING BAG
SCALE: 3/8" = 1'-0"

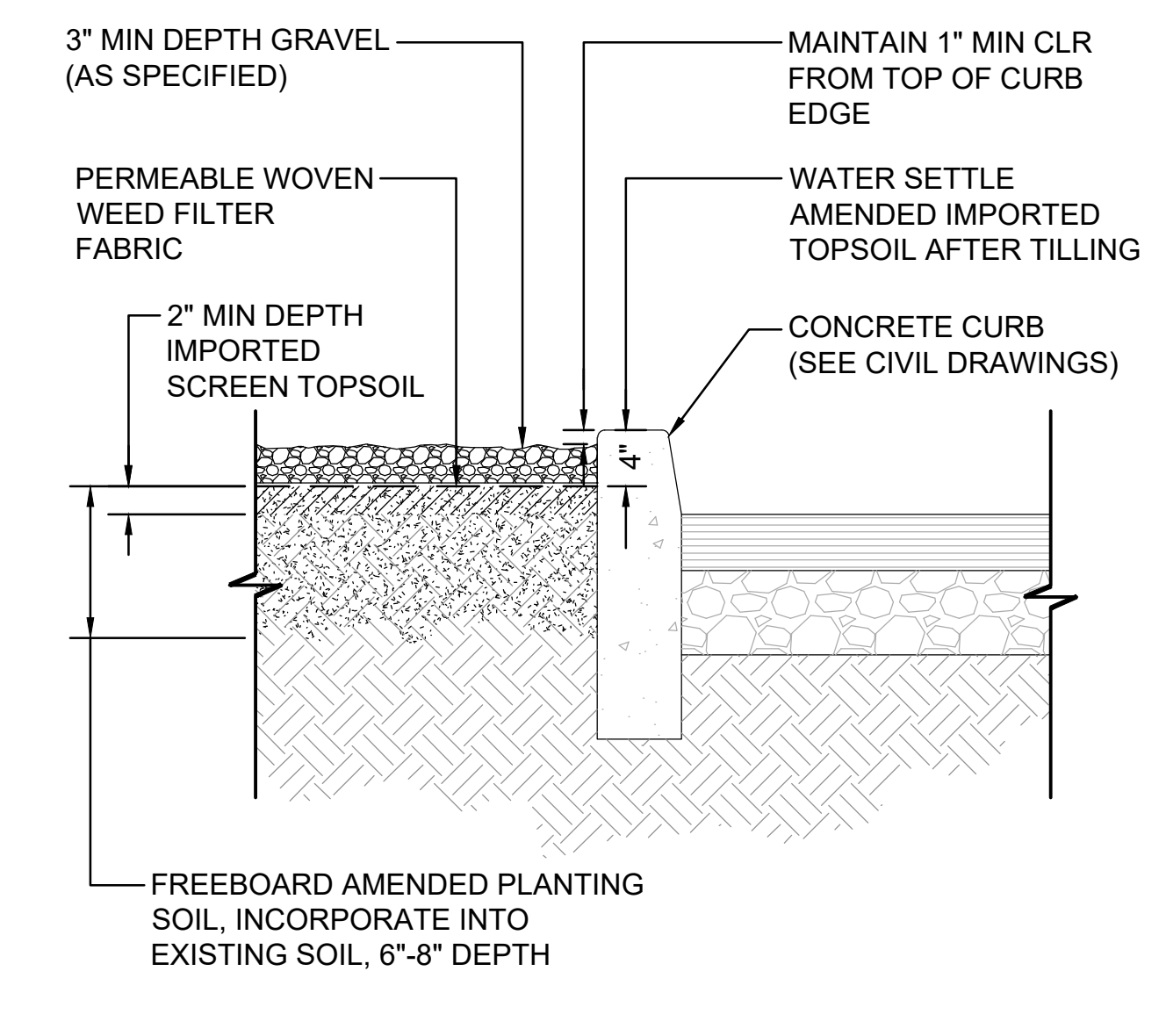
NOTE: PLANTING PITS FOR ALL SHRUBS INTENDED AS A GROUP OR CONTIGUOUS HEDGE SHALL BE PREPARED AS ONE CONTINUOUS PIT TO OPTIMIZE AMENDED SOIL VOLUME AND AVAILABLE ROOT ZONE SPACE.



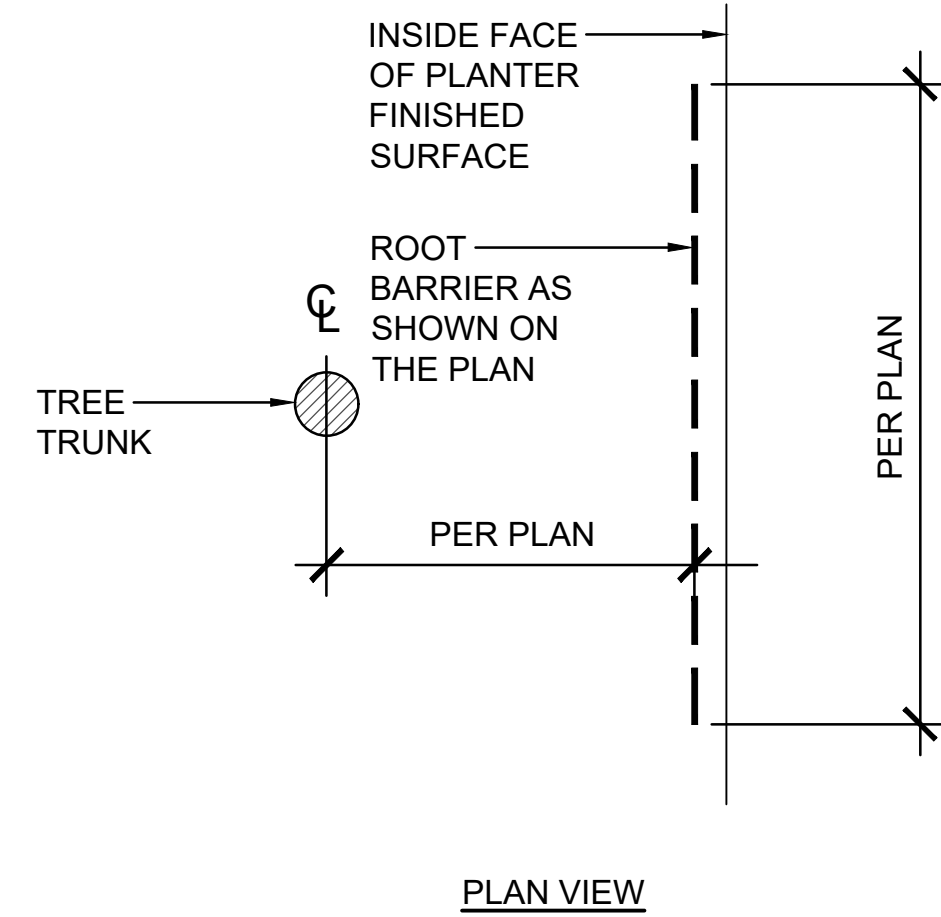
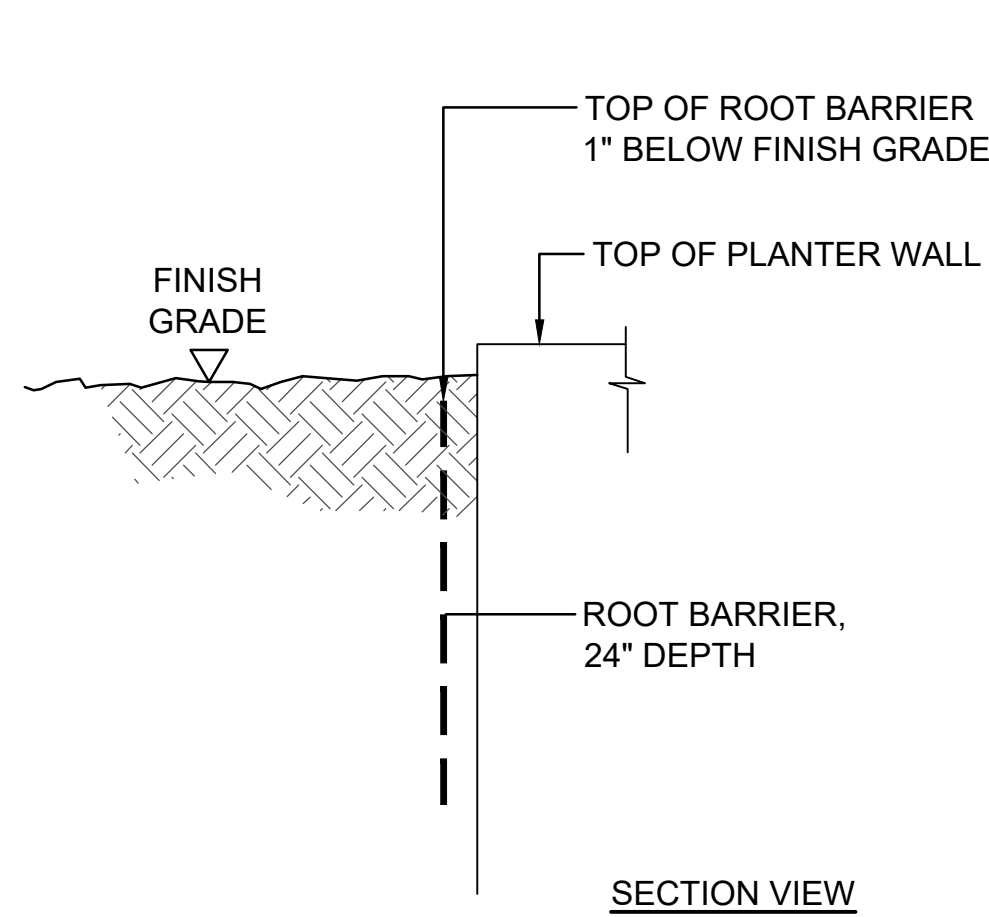
2 SHRUB PLANTING DETAIL
NOT TO SCALE



3 RECYCLED PLASTIC EDGER DETAIL
NOT TO SCALE

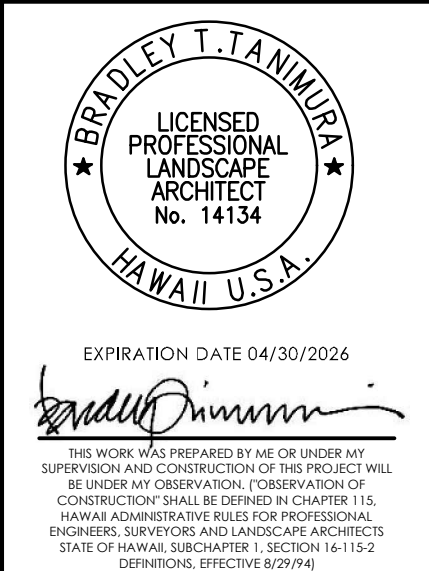


4 GRAVEL FILL AREA ALONG CURB EDGE
SCALE: 1" = 1'-0"



NOTE: INSTALL PER MANUFACTURER'S INSTRUCTIONS, SEE PLANS FOR LOCATION.

5 ROOT BARRIER DETAIL
SCALE: 1" = 1'-0"



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PLANTING DETAILS

Title

Drafted By: CCB

Checked By: BIT

Date Drawn: APRIL 2024

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REV #	DATE	REVISION DESCRIPTION

L-102

LANDSCAPE NOTES:

1. INSPECT THE SITE AND VERIFY CONDITIONS PRIOR TO COMMENCING WITH THE WORK. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTING OFFICER. BY COMMENCING WITH THE WORK, THE LANDSCAPE CONTRACTOR ACCEPTS THE EXISTING CONDITIONS AND RESPONSIBILITY FOR MAINTAINING THOSE CONDITIONS.
2. NOTIFY ALL NECESSARY UTILITY COMPANIES 48 HOURS MINIMUM PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES, AND OTHER OBSTRUCTIONS AND COORDINATE WITH THE CONTRACTING OFFICER PRIOR TO INITIATING OPERATIONS.
3. FOR THE PURPOSES OF THIS PROJECT, THE CONTRACTOR SHALL ACQUIRE THE PROFESSIONAL SERVICES OF AN ISA CERTIFIED ARBORIST FOR THE OBSERVATION OF ALL TREE RELATED WORK AND TO PROVIDE DIRECTIONS AND RECOMMENDATIONS FOR TREE ROOT PRUNING AND BRANCH TRIMMING TO ENSURE THE OPTIMAL HEALTH OF THE TREES TO REMAIN THAT ARE IMPACTED BY THE SITE WORK.
4. VERIFY ALL TREE REMOVAL AND REPLACEMENT, LANDSCAPE WORK AND PLANTING IS IN COMPLIANCE WITH HAWAII COUNTY DEPARTMENT OF PUBLIC WORKS, COMMUNITY DESIGN ARCHITECTURAL RULES, AND ALL APPLICABLE AGENCIES AND COVENANTS. NOTIFY THE CONTRACTING OFFICER IMMEDIATELY IF THERE ARE ANY CONFLICTS.
5. NOTIFY THE CONTRACTING OFFICER IMMEDIATELY IF ANY EXISTING TREE, NOT IDENTIFIED ON THE PLANS TO BE ADDRESSED, MAY BE COMPROMISED BY THE PROPOSED SITE WORK.
6. FIELD ADJUST LOCATIONS OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND / OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE CONTRACTING OFFICER.
7. THE EXISTENCE AND LOCATION OF EXISTING STRUCTURES, UTILITIES AND APPURTENANCES SHOWN OR NOTED ON THESE PLANS ARE FROM THE LATEST AVAILABLE DRAWINGS AND FIELD OBSERVATIONS AND ARE NOT GUARANTEED AS TO THE LOCATION NOR TO THE EXISTENCE OF OTHER OBSTACLES WHICH MAY BE ENCOUNTERED. DISCREPANCIES SHALL BE REPORTED TO THE CONTRACTING OFFICER. REASONABLE MODIFICATIONS TO ACCOMMODATE SITE CONDITIONS SHALL NOT CONSTITUTE A RIGHT TO ADDITIONAL FUNDS.
8. EXISTING STRUCTURES, UTILITIES AND APPURTENANCES ADJACENT TO CONSTRUCTION LIMITS SHALL BE PROTECTED. EXISTING STRUCTURES, UTILITIES AND APPURTENANCES DAMAGED BY WORK UNDER THIS CONTRACT SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CONTRACTING OFFICER.
9. THE CONTRACTOR SHALL NOT DEVIATE FROM THE DRAWINGS AND SPECIFICATIONS. IN THE EVENT OF ERRORS OR DISCREPANCIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND CONTRACTING OFFICER.
10. PROVIDE SAFEGUARDS AND EXERCISE CAUTION AGAINST INJURY OR DEFACEMENT OF EXISTING SITE IMPROVEMENTS. VEHICLES SHALL NOT PASS OVER WALKWAYS AND CURBS, UNLESS PROTECTION HAS BEEN PROVIDED.
11. DO NOT STORE MATERIALS OR EQUIPMENT, OR OPERATE OR PARK EQUIPMENT NEAR OR UNDER THE BRANCHES OF EXISTING PLANTS AND TREES THAT ARE TO REMAIN, EXCEPT AS REQUIRED FOR CONSTRUCTION IN THOSE AREAS.
12. FIELD LAYOUT THE LOCATION, ALIGNMENT AND ELEVATION PROFILE OF THE PROPOSED IMPROVEMENTS AND OBTAIN APPROVAL OF THE LAYOUT AND FINISH ELEVATIONS PRIOR TO START OF EXCAVATION. THE CONTRACTING OFFICER RESERVES THE RIGHT TO REVISE THE LAYOUT AND FINISH ELEVATIONS OF THE PROPOSED IMPROVEMENTS PRIOR TO START OF EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE THE ADJUSTMENTS AT NO ADDITIONAL COST TO THE OWNER.
13. PROVIDE ROOT BARRIERS FOR ALL NEW TREES WITHIN 10' OF DRAINAGE LINES AND FEATURES.
14. CONTRACTOR SHALL RESTORE IN-KIND ALL EXISTING AREAS DAMAGED BY CONSTRUCTION ACTIVITIES AND TO MATCH ADJACENT AREAS.
15. PROVIDE TEMPORARY IRRIGATION FOR ALL NEW AND REPAIRED PLANTING UNTIL TREES AND PLANTS ARE ESTABLISHED FOR A MINIMUM OF 90 DAYS. REMOVE ALL TEMPORARY EQUIPMENT AND PIPING FROM THE SITE AFTER PLANT ESTABLISHMENT.
16. VERIFY ALL PLANT QUANTITIES AND REPORT ANY DISCREPANCIES TO THE CONTRACTING OFFICER AND LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

PLANTING NOTES:

1. FIELD VERIFY ALL PLANT QUANTITIES AND DIMENSIONS PRIOR TO INSTALLATION. QUANTITIES SHOWN ON PLANT LIST ARE FOR REFERENCE ONLY, VERIFY ACTUAL QUANTITIES AS SHOWN ON PLAN. IF THERE IS A DISCREPANCY, THE PLANTING PLAN MUST TAKE PRECEDENCE. NOTIFY LANDSCAPE ARCHITECT AND CONTRACTING OFFICER OF ANY DISCREPANCIES IN PLANT LOCATIONS OR INSUFFICIENT PLANT QUANTITIES DUE TO DIFFERENCE IN PLANS AND ACTUAL FIELD CONDITIONS.
2. DO NOT INSTALL PLANTS UNTIL THE PLANTING AREA HAS BEEN PREPARED AS PER THE SPECIFICATIONS AND THE CONTRACTING OFFICER ACCEPTS SITE FOR COMMENCING WITH PLANTING.
3. NOTIFY LANDSCAPE ARCHITECT 30 DAYS PRIOR TO PLANTING OPERATIONS FOR APPROVAL OF ALL PLANT MATERIAL AT PLACE OF GROWTH. ALL PLANT MATERIAL NOT APPROVED BY THE CONTRACTING OFFICER MUST BE SUBJECT TO REJECTION.
4. PLANTS MUST MEET SIZE INDICATED BY THE MINIMUM HEIGHT AND SPREAD AS INDICATED IN THE PLANT SCHEDULE. PLANTS MUST BE FULL, EVEN, UNDAMAGED, HEALTHY, AND CERTIFIED FREE OF DISEASE AND INSECT INFESTATION. PLANTS NOT CONFORMING TO THESE REQUIREMENTS ON DELIVERY TO THE PROJECT AND AT THE END OF THE PLANT ESTABLISHMENT PERIOD WILL BE REJECTED FOR REPLACEMENT.
5. CONTRACTOR IS RESPONSIBLE FOR DAMAGES RESULTING FROM INTRODUCING SPECIES LISTED ON THE HAWAII DEPARTMENT OF AGRICULTURE 'NOXIOUS WEED RULES' AS DEFINED IN THE STATUTE, HAWAII ADMINISTRATIVE RULES 4:68:1 OR THE 'FEDERAL NOXIOUS WEED LIST' AS DEFINED IN TITLE 7 OF THE CODE OF FEDERAL REGULATIONS (CFR), PARTS 360 AND 361.
6. IF TREES OTHER THAN THOSE SPECIFICALLY DESIGNATED FOR REMOVAL ARE DAMAGED BEYOND SURVIVAL CONDITIONS AS DETERMINED BY CONTRACTING OFFICER, THE CONTRACTOR MUST REMOVE SUCH TREES AND REPLACE THE TREE WITH A SAME SPECIES AND SIZE AND MAINTAIN FOR THE DURATION OF CONSTRUCTION OR 12 MONTHS WHICHEVER IS GREATER AT NO COST TO THE OWNER.
7. PROVIDE EVEN FOUR-INCH LAYER OF SCREENED IMPORTED TOPSOIL OVER ALL PLANTING AREAS. REPRESENTATIVE SAMPLES OF SOIL FROM PROJECT SITE MUST BE SUBMITTED TO THE UNIVERSITY OF HAWAII AGRICULTURAL EXTENSION SERVICE OR LABORATORY ACCEPTABLE TO THE CONTRACTING OFFICER FOR ANALYSIS OF REQUIRED SOIL AMENDMENTS. TEST RESULTS AND FERTILIZATION SCHEDULE MUST BE PRESENTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND ACCEPTANCE BEFORE PLACING PLANTING SOIL. UNIFORMLY DISTRIBUTE FERTILIZER AND AMENDMENTS OVER PLANTING AREAS AS RECOMMENDED BY THE SOIL ANALYSIS REPORT. ROTOTILL TOP FOUR-INCHES OF EXISTING SOIL TO EVENLY INCORPORATE FERTILIZER AND AMENDMENTS.
8. BACKFILL MIX MUST CONSIST OF FOUR (4) PARTS OF AMENDED IMPORTED PLANTING SOIL TO ONE (1) PART ORGANIC SOIL CONDITIONER (SEE SPECIFICATIONS). ADD ONE (1) POUND OF 10-30-10 FERTILIZER TO ONE (1) CUBIC YARD OF BACKFILL MIX. MIX THOROUGHLY ON PROJECT SITE PRIOR TO ANY PLANTING OPERATIONS.
9. INDICATED BACKFILL MIX IS FOR BIDDING PURPOSES ONLY. CONDUCT A SOIL ANALYSIS FOR OPTIMAL NUTRIENT AMENDMENT RECOMMENDATIONS FOR THE PLANT SPECIES SPECIFIED. THE ANALYSIS AND AMENDMENT RECOMMENDATIONS TAKE PRECEDENCE OVER THE MIXTURE INDICATED ON THE PLANS.
10. PLANTING TABLETS FOR TREES AND SHRUBS MUST BE AS FOLLOWS:

25 GALLON	8 TABLETS
5 GALLON	3 TABLETS

USE SLOW RELEASE FERTILIZER TABLETS 20-10-5, 21 GRAM SIZE.
11. GROUNDCOVER TO BE PLANTED UNDER ALL SHRUBS UNLESS OTHERWISE NOTED ON PLANS.

TEMPORARY IRRIGATION NOTES:

1. IRRIGATION SYSTEM IS SUBJECT TO FIELD ADJUSTMENTS DUE TO UNANTICIPATED SITE CONDITIONS. AVOID ANY CONFLICT BETWEEN UNDERGROUND UTILITIES, STRUCTURES AND PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES.
2. UNLESS DIRECTED OTHERWISE, POTABLE WATER WILL BE READILY AVAILABLE TO THE CONTRACTOR AT NO EXPENSE TO THE CONTRACTOR.
3. CONTRACTOR SHALL PROVIDE A TEMPORARY ABOVE-GRADE AUTOMATIC SYSTEM (TO BE APPROVED BY THE CONTRACTING OFFICER FOR THE DURATION OF THE MAINTENANCE PERIOD AND NOT TO EXCEED ONE YEAR FROM ACCEPTANCE. THE TEMPORARY AUTOMATIC IRRIGATION SYSTEM SHALL CONSIST OF, BUT IS NOT LIMITED TO, THE FOLLOWING:
 - A. AUTOMATIC IRRIGATION CONTROLLER INCLUDING A MINIMUM OF 3 INDEPENDENT PROGRAMS, 7 DAY PROGRAM CYCLE, AND 8 START TIMES PER PROGRAM PER DAY.
 - B. PROVIDE A REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER, LANDSCAPE CONTRACTOR MUST ENSURE INSTALLATION IS PER BWS STANDARD DETAIL V-9
 - C. SHUT OFF AND ISOLATION VALVES.
 - D. PVC OR HDPE MAINLINE AND DISTRIBUTION LINES, INCLUSIVE OF JOINT RESTRAINT SYSTEMS IF NECESSARY TO PREVENT PIPE MOVEMENT DURING SYSTEM OPERATION.
 - E. SLOW CLOSING REMOTE CONTROL VALVES CONSTRUCTED OF GLASS FILLED NYLON AND INCLUDES: FABRIC-REINFORCED DIAPHRAGM, INTERNAL SCREEN SCRUBBER MECHANISM TO PREVENT DEBRIS CLOGGING, AND PRESSURE REGULATION.
 - F. POP-UP SPRAY HEADS OR POP-UP STREAM ROTARY HEADS WITH PRESSURE REGULATION, CHECK VALVES, AND NOZZLES WITH MATCHED PRECIPITATION RATES FOR SMALL RADIUS AREAS.
 - G. ALL LABOR, MATERIALS AND APPURTENANCES REQUIRED TO INSTALL AND MAINTAIN THE TEMPORARY IRRIGATION SYSTEM.
4. CONTRACTOR SHALL PROVIDE WATERING SCHEDULE. ALL IRRIGATION OPERATION SHALL BE DURING "OFF PEAK" EVENING HOURS. OPERATION DURING OTHER TIMES SHALL BE WITH THE APPROVAL OF THE CONTRACTING OFFICER.
5. PIPE SLEEVE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVE MATERIAL.
6. EXTEND SLEEVE 18" BEYOND EDGES OF PAVING OR CONSTRUCTED HARDSCAPE
7. MARK SLEEVE LOCATIONS ON SIDES OF PAVING OR WITH IRRIGATION FLAGS IN PLANTING AREA.
8. VERIFY ALL SLEEVE LOCATIONS WITH CONTRACTING OFFICER PRIOR TO CONSTRUCTION OF PAVING.
9. CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL SLEEVES AND CONDUITS UNDER PAVEMENT AND THROUGH WALLS. CONTRACTOR SHALL ASSURE THAT THESE ITEMS ARE LAID PRIOR TO PLACEMENT OF PAVEMENT OR WALL STRUCTURES.
10. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE TEMPORARY IRRIGATION SYSTEM IN ITS ENTIRETY UPON COMPLETION OF THE MAINTENANCE PERIOD AND SHALL REPAIR ANY AREAS DAMAGED DURING THE REMOVAL OF THE TEMPORARY IRRIGATION SYSTEM AT NO ADDITIONAL COST TO THE CONTRACTING OFFICER.

SPECIAL NOTE - COQUI FROG (ELEUTHERODACTYLUS COQUI AND/OR ELEUTHERODACTYLUS PLANROSTRIS):

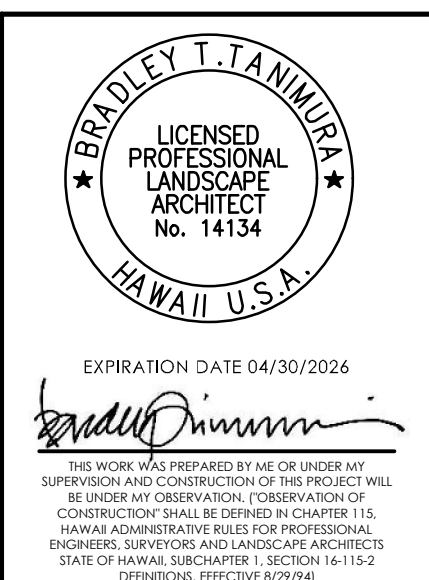
1. PRIOR TO TRANSPORT TO THE PROJECT, INSPECT, TAKE PRECAUTIONS, AND CERTIFY THAT PLANT MATERIALS, EQUIPMENT AND VEHICLES ARE FREE OF COQUI FROGS AND/OR THEIR EGGS.
2. IN THE EVENT OF THE PRESENCE OF COQUI FROGS AND/OR THEIR EGGS, THEY SHALL BE COMPLETELY DESTROYED AND REMOVED AND THE PLANT MATERIAL, EQUIPMENT, OR VEHICLE TREATED AS RECOMMENDED BY THE CONTRACTING OFFICER AND RE-INSPECTED.
3. REPORT PRESENCE OF COQUI FROGS OR EGGS TO THE HAWAII DEPT. OF AGRICULTURE PEST HOTLINE AT (808) 643-PEST (7378), OR THE MAUI INVASIVE SPECIES COMMITTEE (MISC) PH. (808) 573-6472 OR EMAIL: MISCP@HAWAII.EDU

SPECIAL NOTE - COCONUT RHINOCEROS BEETLE (ORYCTES RHINOCEROS):

1. LANDSCAPE CONTRACTOR MUST ENSURE AND CERTIFY ALL PLANT MATERIALS BROUGHT TO THE PROJECT SITE ARE FREE FROM COCONUT RHINOCEROS BEETLE
2. SELECT PLANT MATERIAL SUPPLIERS WITH DOCUMENTED CRB MANAGEMENT PRACTICES. ENSURE THEY ARE CERTIFIED OR RECOGNIZED BY AGRICULTURAL AUTHORITIES FOR FOLLOWING PEST-FREE PROTOCOLS.
3. REQUIRE PHYTOSANITARY CERTIFICATES FROM SUPPLIERS, INDICATING THAT PLANT MATERIALS HAVE BEEN INSPECTED AND ARE FREE FROM CRB AND OTHER PESTS.
4. ARRANGE FOR A PRE-SHIPMENT INSPECTION OF PLANT MATERIALS BY A QUALIFIED ENTOMOLOGIST OR PEST CONTROL ADVISOR TO ENSURE THEY ARE CRB-FREE.
5. CONDUCT AN IMMEDIATE THOROUGH INSPECTION OF ALL PLANT MATERIALS UPON ARRIVAL AT THE PROJECT SITE, FOCUSING ON SIGNS OF CRB PRESENCE SUCH AS BOREHOLES, FRASS, OR ADULT BEETLES.
6. DESIGNATE A QUARANTINE AREA FOR INCOMING PLANT MATERIALS TO BE HELD UNTIL CLEARED BY ON-SITE INSPECTION. THIS AREA SHOULD BE ISOLATED FROM THE MAIN PLANTING ZONES.
7. IMPLEMENT A MONITORING SYSTEM FOR EARLY DETECTION OF CRB DURING THE PROJECT'S DURATION, USING TRAPS AND REGULAR INSPECTIONS.
8. TREAT THE SOIL IN PLANTING AREAS WITH APPROVED BIOCONTROL AGENTS OR PESTICIDES THAT ARE EFFECTIVE AGAINST CRB LARVAE, FOLLOWING ENVIRONMENTAL SAFETY GUIDELINES.
9. ENSURE THAT PLANTING TECHNIQUES DO NOT CREATE ENVIRONMENTS CONDUCIVE TO CRB HABITATION, SUCH AS EXCESSIVE MULCH OR PLANT DEBRIS.
10. MAINTAIN HIGH STANDARDS OF CLEANLINESS AND REMOVE PLANT WASTE PROMPTLY FROM THE SITE. REGULARLY INSPECT AND CLEAN EQUIPMENT AND TOOLS TO PREVENT THEM FROM BECOMING VECTORS FOR CRB SPREAD.
11. REPORT PRESENCE CRB TO THE CONTRACTING OFFICER AND TO THE HAWAII DEPT. OF AGRICULTURE PEST HOTLINE AT (808) 643-PEST (7378). IMPLEMENT AN APPROVED RESPONSE PLAN TO CONTAIN AND ERADICATE ANY DETECTED CRB PRESENCE.
12. KEEP DETAILED RECORDS OF ALL PLANT MATERIALS BROUGHT ONTO THE SITE, INCLUDING SUPPLIER INFORMATION, INSPECTION CERTIFICATES, AND MONITORING RESULTS. THIS DOCUMENTATION IS CRITICAL FOR TRACEABILITY AND MANAGING ANY FUTURE CRB INCIDENTS.

SPECIAL NOTE - LITTLE FIRE ANT PREVENTION PROGRAM:

1. LANDSCAPE CONTRACTOR WILL NOTIFY CONTRACTING OFFICER AND LANDSCAPE ARCHITECT PRIOR TO DELIVERY OF ANY PLANT MATERIALS TO THE PROJECT.
2. LANDSCAPE CONTRACTOR WILL SUBMIT A PLAN TO THE CONTRACTING OFFICER AND LANDSCAPE ARCHITECT FOR APPROVAL TO PREVENT IMPORTATION OF LITTLE FIRE ANT (LFA) ONTO THE PROPERTY, I.E. PROVIDE QUARANTINE OR A HOLDING AREA FOR 6 WEEKS BEFORE PLANT DELIVERY TO PROJECT SITE.
3. LANDSCAPE CONTRACTOR WILL BUY PLANTS OR PLANTING MATERIALS ONLY FROM FIRE ANT-FREE NURSERIES AND SUPPLIERS.
4. LANDSCAPE CONTRACTOR WILL TEST FOR LFA AND IDENTIFY THE SPECIES CORRECTLY. CONSULT WEBSITE: WWW.LITTLEFIREANTS.COM FOR TESTING METHODS AND SPECIES IDENTIFICATION.
5. LANDSCAPE CONTRACTOR WILL BAIT AND ALLOW AT LEAST 2 WEEKS FOR THE BAIT TO BE CARRIED BACK TO THE COLONY FOR ALL PLANTS AND NURSERY MATERIALS AT THE SUPPLYING NURSERIES REGARDLESS OF THE FIRE ANT-FREE CLAIM.
6. LANDSCAPE CONTRACTOR WILL APPLY A BARRIER TREATMENT, FOLLOWING THE BAITING, TO ALL NURSERY MATERIALS AT THE SUPPLYING NURSERIES REGARDLESS OF THE FIRE ANT-FREE CLAIM.
7. LANDSCAPE CONTRACTOR WILL DRENCH ALL SOILS OR LOOSE NURSERY MATERIALS WITH THE PROPER MIXTURE OF SEVIN PER GALLON OF WATER INDICATED BY THE MANUFACTURER AND FOLLOW MANUFACTURER'S SAFETY PRECAUTIONS.



CONSTRUCTION PLANS
KONA COMMUNITY HOSPITAL
 79-1019 HAUKAPILA STREET
 KEALAKEKUA HAWAII 96750
 T.M.K.: (3) 7-9-010:081

LANDSCAPE NOTES

Title

Drafted By:	CCB
Checked By:	BIT
Date Drawn:	APRIL 2024
Project #:	17A7053.00

REV #	DATE	REVISION DESCRIPTION

L-103

APPENDIX I2

PARKING LOT SPECIFICATIONS

See following pages

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Section 03300	Miscellaneous Cast-in-Place Concrete
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DIVISION 4 - MASONRY

Section 04225 Cement Rubble Masonry

DIVISION 16 - ELECTRICAL

Section 16011 General Electrical Requirements

Section 16400 Electrical Work

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01100 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Contract description.
- B. Contract use of premises.
- C. WEST HAWAII FACILITIES DIRECTOR (WHFD) AND/OR PROJECT MANAGER furnished/WHFD AND/OR PROJECT MANAGER installed products.
- D. WHFD AND/OR PROJECT MANAGER furnished/contractor installed products.
- E. Hospital occupancy.

1.02 RELATED SECTIONS

- A. Section 01260 – Contract Considerations.

1.03 CONTRACT DESCRIPTION

- A. The project will consist of resurfacing the existing Kona Community Hospital parking lot and the construction of an additional parking lot which will be designated as an additive alternate.
- B. The Work of the contract generally includes, but is not limited to the following:
 - 1. Site Work
 - a. Selective demolition within the existing parking lot.
 - b. Clearing and grubbing.
 - c. Grading.
 - d. New asphalt concrete pavement.
 - e. Mill and overlay existing asphalt concrete pavement.
 - f. Full depth asphalt concrete pavement reconstruction.
 - g. Seal coating existing asphalt concrete pavement.
 - h. Full depth mill and overlay with base recompaction.

- i. New asphalt concrete ramp and speed bump.
 - j. New concrete sidewalk/pavement, curb ramps and swale.
 - k. New precast concrete wheel stops.
 - l. New pavement markings and striping.
 - m. New parking signs.
 - n. Curb reconstruction and painting in selected areas.
2. Electrical Work:
- a. Removing existing light poles, including concrete bases and underground wiring in proposed new parking lot location.
 - b. New light poles, including concrete bases.
 - c. New underground wiring distribution for light poles, including pullboxes, ductlines and wires.
 - d. Duct seal existing abandoned ducts.
3. Landscape Architecture
- a. Existing tree and planting removal.
 - b. New parking lot tree, screening hedge, lawn areas and gravel strips.
 - c. 4" layer of imported topsoil backfill in all planting areas.
 - d. Temporary irrigation for parking lot trees.

1.02 CONTRACTOR USE OF PREMISES

- A. Limit the use of premises to allow for continued Hospital occupancy.
- B. Emergency Building Exits During Construction: Must remain open and unblocked at all times. Maintain access for staff, patients, and public. Egress must be maintained and way finding signage during construction.
- C. Construction Operations: Limited to areas noted on Drawings.
- D. Staging and Parking

1. Staging area and limited contractor employee parking will be made available on site. Contractor and vendor parking is designated. Any new parking arrangements require prior approval by the WHFD AND/OR PROJECT MANAGER.
- E. Time Restrictions for Performing Work:
1. See Request for Proposal and coordinate w/ WHFD AND/OR PROJECT MANAGER. Submit written notice a minimum three days in advance to confirm working hours. Any work performed outside of the normal working hours shall be pre-approved by the WHFD and/or Project Manager.
- F. Cooperate with Hospital to minimize conflict and to facilitate Hospital's operations. Coordinate operations with WHFD AND/OR PROJECT MANAGER.
- G. Do not close or obstruct roadways without first consulting with the WHFD AND/OR PROJECT MANAGER. Conduct operations with minimum interference to public or private roadways.
- H. Maintain vital site services (as defined by the WHFD AND/OR PROJECT MANAGER) with the minimum of interruption. Interruptions must be approved in advance by the WHFD AND/OR PROJECT MANAGER. Submit written notices of interruptions not less than seven days in advance.
- I. Contractor's personnel:
1. It is preferred that contractors park in gravel lot adjacent to Hospital.
 2. Contractor's personnel may use the hospital cafeteria.
 3. Contractor's personnel may use the hospital's restrooms.
 4. Smoking is not permitted anywhere on KCH property. Consumption of food and beverages will not be permitted on the premises except in designated areas.
 5. Playing of radios will not be permitted.
 6. Shall be properly attired for work. (No tank tops, cut-off jeans, slippers, etc.)
 7. Shall conduct themselves with decorum and courtesy toward staff, patients, and public.
 8. Shall not use loud and offensive language.
 9. Shall read and sign the KCH Contractor's Guidelines Handbook.

J. Construction Zone Accessibility Requirements

1. General: Hawaii Revised Statutes (HRS) 103-05 requires this project to conform to the requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG).
2. Ensure accessible routes to emergency entrances and exits to and from accessible parking public pedestrian routes during the construction period as required by ADAAG 4.1.1(4).
3. Temporary buildings and facilities that are not of permanent construction but are extensively used or are essential for public use for a period of time shall be accessible. Egress must be maintained and way finding signage during construction.
4. Provide temporary safe pedestrian passageway around a construction site.
 - a. Areas that are used only as work areas shall be designed and constructed so that individuals with disabilities can approach, enter, and exit the areas.
 - b. These guidelines do not require that any areas used only as work areas be constructed to permit maneuvering within the work area or be constructed or equipped (i.e., with racks or shelves) to be accessible.
 - c. Follow OSHA guidelines concerning debris and dust protection.

1.03 WHFD AND/OR PROJECT MANAGER FURNISHED/WHFD AND/OR PROJECT MANAGER INSTALLED PRODUCTS

- A. Items noted "OFOI" (WHFD AND/OR PROJECT MANAGER Furnished/WHFD AND/OR PROJECT MANAGER Installed) will be furnished and installed by the WHFD AND/OR PROJECT MANAGER.
- B. Hospital's Responsibilities:
 1. Return Hospital reviewed shop drawings, product, data and samples, to Contractor.
 2. Reply to contractor's requests for information (RFIs).
- C. Contractor's Responsibilities:
 1. Review WHFD AND/OR PROJECT MANAGER's provided shop drawings, product data, and samples.

2. Arrange and pay for product delivery to site.
3. Submit claims for transportation damage and replace damaged, defective or deficient items.
4. Arrange for manufacturers' warranties, inspections and service.

1.04 HOSPITAL OCCUPANCY

- A. The Hospital will remain operational during the entire period of construction for the conduct of normal operations.
- B. The Contractor is to coordinate the work and details within each phase, to minimize disruption to WHFD AND/OR PROJECT MANAGER's operation. Advanced notification of a minimum of one week for disruption due to noise and other construction activity is required as well as posting of signage in advance to advise occupants of such disruption.
- C. Provide dust and noise barriers where specified under other portions of the contract documents. Follow ICRA procedures during construction, i.e., Policy #125-54 as attached. Walk off mats at site entrance shall be changed as needed.
- D. Schedule the Work, and cooperate with Hospital to minimize conflict with work involving dust and noise and odor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION



Title: INFECTION CONTROL DURING CONSTRUCTION AND RENOVATION	Reference #: 449 Version: 2
Owner: Lisa Downing (RN)	Date Approved: 07/12/2019 Last Review Date: 07/12/2019

PURPOSE:

This policy will outline infection control measures that will be implemented during all phases of renovation or construction that takes place at Kona Community Hospital. This will require that an infection control risk assessment be conducted when planning projects that involve demolition, construction, or renovation. The purpose of the assessment is to avoid compromising patient care due to construction activities in occupied areas of the hospital's buildings. Appropriate controls will be implemented based on the results of the risk assessment to provide an environment that is safe from environmental hazards for patients, visitors, contract workers, employees and physicians. These infection control measures will also be observed during any maintenance activities that would fall under repairs or renovation in sensitive areas.

POLICY:

The Environment of Care and Infection Control committees will manage the policy. The Environment of Care and the Infection Control Practitioner will review all construction or renovation projects in the planning phases and throughout the project. This will include and not be limited to:

1. Design, number and type of isolation rooms.
2. Heating, ventilation, and air conditioning systems (HVAC)
3. Mechanical system involving water supply and plumbing.
4. Number, type and placement of handwashing fixtures
5. Sharps disposal unit placement
6. Accommodation for personal protection equipment
7. Surfaces: ceiling tiles, walls, flooring coverings and furnishings
8. Utility rooms: soiled, clean, instrument processing, workrooms.

Maintenance Department, Engineer, and Facility Manager will keep the Environment of Care Committee and the Infection Control Department informed of all locations of renovation and construction. An Infection Control Risk Assessment (ICRA) will be completed prior to any construction, repairs or renovations. **Infection Control Construction Permit is required for all class III or IV construction and risk categorization.** The Facility Manager, Engineer or Infection Control Department will monitor the construction daily while work is being performed or as needed and complete the Construction Compliance Survey form. All construction workers, including subcontractors, are to follow the infection control procedures described in this policy.

RESPONSIBILITIES:

A multidisciplinary group will be formed to evaluate infection control risk, beginning with the planning phase of construction or renovation project. The Construction/Facility Manager is to ensure that the **ICRA (Infection Control Risk Assessment)** (see Appendix 1) and the policy are written into the construction contract document. The construction contractor is obligated to perform specific requirements that are in the contract during the construction process. The multidisciplinary team will consist of at a minimum the Facilities Director (or designee), Construction Supervisor and the Infection Prevention Director. Expertise not provided by the core membership should be brought in whenever the complexity of the project requires it (see following table).



TEAM MEMBERS	FUNCTIONS AND RESPONSIBILITIES
Infection Control Coordinator and committee	Coordinate member's input in developing a comprehensive project management plan. Review and sign a permit for any construction or renovation that is in the highest risk group or Class III and IV. (see ICRA) Ensure compliance with the policy. Oversee all infection control aspects of construction activities. Provide education about the infection control impact of construction to staff and construction workers.
Project/Facility Manager Safety Officer (EOC) Maintenance Construction Supervisor	Representative of the Health Care Facility. Develop a plan for structural maintenance. Responsible for the daily monitoring of the construction compliance survey (see Appendix 5) that is to be reviewed as needed depending on the scope of the project and if there are compliance issues. Maintenance department will confirm specified air velocity whenever barricades are erected or modified.
Administration Engineering	Support the ICRA team to function appropriately and continuously throughout the construction phase. Prevent unnecessary exposures of patient, visitors and staff to infectious agents.
Environmental Services	Establish a mechanism for addressing and correcting problems quickly. Thoroughly clean the construction or renovation area before patients are readmitted into these areas.
Maintenance Construction Supervisor	Develop contingency plans for power failures, water supply disruptions, fires, and emergency response.
Contractor / Architects	Contractor will inform his personnel on KCH's policies that will govern their activities. Contractor will be familiar with the Infection Control Construction Permit requirements prior to construction. Contractor is responsible for maintaining equipment and replacement of HEPA and other filters in accordance with manufacturer's recommendation per contract requirements. Provide a water damage management plan (including drying protocols) for handling water intrusion from floods, leaks and condensation.

DEFINITIONS OF CONSTRUCTION ACTIVITIES: (see Appendix 1)

The amount of dust that is generated, the duration of the activity, and the amount of shared HVAC systems define the construction activity types. Contact KCH's Construction Supervisor and Infection Control if any project is questionable under these guidelines.

- A. **Type A:** Inspection and Non-Invasive activities includes but is not limited to, removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet, painting with minimal dust production, wall covering, electrical trim work, minor plumbing, and activities that do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
- B. **Type B:** Small scale, short duration activities that create minimal dust. Includes, but is not limited to, installation of telephone and computer cabling, access to chase spaces, cutting of walls or ceiling where dust migration can be controlled.
- C. **Type C:** Any work that generates a moderate to high-level amount of dust or requires demolition or removal of any fixed building components or assemblies. Includes, but is not limited to sanding of wall for painting or wall covering, removal of floor coverings, ceiling tiles and casework, new wall construction, minor ductwork or electrical work above ceilings, major cabling activities, and any activity that cannot be completed within a single work shift.
- D. **Type D:** Major demolition and construction projects. Includes, but is not limited to activities that require consecutive work shifts, require heavy demolition or removal of a complete ceiling system and new construction.



DEFINITIONS OF INFECTION CONTROL RISK GROUPS: (see Appendix 2)

Patient Risks Groups			
Low Risk	Medium Risk	High Risk	Highest Risk
<ul style="list-style-type: none"> • Office areas 	<ul style="list-style-type: none"> • Cardiology • Echocardiography • Endoscopy • Nuclear Med • Physical Therapy • Radiology/MRI • Respiratory Therapy 	<ul style="list-style-type: none"> • CCU • ER • L&D • Lab • Newborn Nursery • Outpatient Surgery • Pediatrics • Pharmacy • Dietary • PACU 	<ul style="list-style-type: none"> • Oncology • Burn units • Cardiac Cath lab • Central Supply • Intensive care Units • Medical unit • Isolation rooms • Operating and C-section rooms • Area caring for immunocompromised patients

CLASS OF PRECAUTIONS: Construction Project by patient Risk Matrix

Step 1 Identify the type of construction activity

Step 2 Identify the patient risk group from the table above.

Step 3 Match the construction class of precaution with the designated risk group in the matrix below.

NOTE: Infection Control approval will be required when the construction activity and risk level indicates that Class III or Class IV control procedures is necessary. All infection control barrier plans, air exhaust, HVAC, routing plans, etc will be approved by infection control prior to start of project.

Patient Group Risk Level	Construction Project Type			
	Type A	Type B	Type C	Type D
Low Risk	I	II	II	III/IV
Medium Risk	I	II	III	IV
High Risk	I	III	III/IV	IV
Highest Risk	III	III/IV	III/IV	IV

PERFORMANCE REQUIREMENTS

- Infection Control is critical in all areas of all facilities. Construction activities causing disturbance of existing dust or creating new dust must be conducted in tight enclosures cutting off any flow of particles into patient areas.
- KCH requires any contractor, sub-contractor, material suppliers, vendors, employees or agents to be bound by these same requirements. Before construction begins on site, the Contractor's on site management team shall attend a pre-construction meeting held by KCH's Infection Control and/or Construction supervisor. They shall attend the meeting to ensure appropriate instruction of precautions for Infection Control Practices during construction or renovation.
- HEPA equipped air filtration machines will be used and a negative pressure monitor will be used to maintain a minimum negative pressure of -0.020. HEPA equipped air filtration machines shall be connected to normal power and continually operational.



- The KCH's Environment of Care or Infection Control department may modify performance requirements for certain activities.

INFECTION CONTROL PERMIT (see Appendix 4)

- An Infection Control permit is required for Class III or higher procedures. Refer to the Construction Project by patient risk matrix shaded area in the table.
- When required, obtain an approved Infection Control Permit from the Infection Control Department before beginning any construction/maintenance work.
- Permit is to be displayed at entrance to the hospital or work area during entire construction period.
- Return permit to infection control at completion of work.

BARRIERS: The area should be isolated, as the project requires.

- A closed door with masking tape applied over the frame and door is acceptable for projects, which can be contained.
- Construction, demolition or reconstruction/maintenance not capable of containment within a single room must have the following barriers erected.
 - Small duration projects generating minimal dust may use fire-rated plastic sheeting. It should be sealed at full ceiling height with 2 foot overlapping flaps for access to entry.
 - Projects that produces moderate to high levels of dust requires rigid, dust-proof, and fire rated barrier walls (dry wall/construction walls) with caulked/gasket seams for a tight seal.
 - Large dusty projects need an entry vestibule (anteroom) for removal of protective clothing or vacuum off existing clothing and tool storage.

GENERAL:

- Temporary construction barriers and closures above ceilings shall be dust tight.
- All materials entering the facility and the construction zone are disinfected completely with hospital approved disinfectant including equipment, barrier wall systems, tools, trash carts, HEPA carts etc.
- All material leaving facility will be wrapped in plastic sheeting or secured in plastic bags and placed in a securely covered transport cart/trash receptacle that has been disinfected (wiped down to remove dust and debris) with hospital approved disinfectant.
- Tacky mats will be maintained at the construction entry to the building and at the entry to the construction zone. The mats will be changed daily or more frequently if necessary to prevent accumulation of dust.
- Any dust tracked outside of barrier shall be removed immediately. Cleaning outside barrier to be by HEPA filtered vacuum or damp cloth.
- Any ceiling access panels opened for investigation beyond sealed areas shall be replaced immediately and not left unattended.
- Ensure that the supply-air and return-air vents are sealed in the construction zone to prevent contamination of the HVAC system and surrounding areas.
- When openings are made into existing ceilings, use HEPA type carts (bubbles) or provide polyethylene enclosure around ladder sealing off opening, fitted tight to ceiling and floor. Provide thorough cleaning of existing surfaces that become exposed to dust.



- Removal of construction barriers and ceiling protection shall be done carefully and only after clearance from Construction Supervisor or Infection Control. Vacuum and/or damp mop/wipe all interior barrier surfaces to remove any construction/maintenance debris/dust prior to removal of barriers.
- When access panels are opened in occupied areas for work above ceilings. Use HEPA type carts (bubbles) or polyethylene enclosure around ladder sealing off opening, fitted tight to ceiling and floor.
- All vacuuming regardless of location (under negative or positive pressure) will be completed with a certified HEPA filtered vacuum.

RESPONSIBILITIES BY ACTIVITY CLASS: (see appendix 3)

Class I

- Execute work by methods to minimize raising dust from construction operations.
- Immediately replace any ceiling tile displaced for visual inspection.
- Immediately disinfect any dust, debris or dirt that was generated.

Class II

- Provide active means to prevent airborne dust from dispersing into atmosphere.
- Water mist work surfaces to control dust while cutting.
- Use attached vacuum for drills/saws.
- Seal unused doors with masking tape.
- Block off and seal air vents
- Wipe tools, equipment and work surfaces with disinfectant.
- Use sticky mats if needed

Class III

- Consult Infection Control department prior to construction/maintenance project activity begins to verify infection control barrier plan and scope of project.
- Obtain approved Infection Control permit from Construction Supervisor or Infection Control department before construction begins. Post in appropriate location.
- Isolate HVAC intake/output system in area where work is being done to prevent contamination of duct system and other locations.
- Complete all critical plastic/hard wall barriers before construction begins or implement HEPA type cart (bubbles). Barriers must be approved by Construction Supervisor and/or Infection Control prior to start of project.
- Maintain negative air pressure (-0.020) within the work site utilizing HEPA equipped air filtration units that are exhausted to the outside. Must be approved by Construction Supervisor and/or Infection Control prior to start of project.
- Negative air pressure monitors will be used.
- Contain construction waste before transport in plastic (or bags) and tightly covered containers.
- Cover transport receptacles or carts both when moving items in and out of facility.
- Wet mop and/or vacuum with HEPA filtered vacuum before leaving work areas including workers, carts, materials, waste carts and equipment.
- Place sticky mats at entrance and exit of work area and entrance to the facility if needed.
- Do not remove barriers from work area until cleared by Construction Supervisor and/or Infection Control.

Class IV

- Consult Infection Control Department prior to construction/maintenance project activity begins to verify infection control barrier plan and scope of project.
- Obtain approved Infection Control permit from Construction Supervisor or Infection Control department before construction begins. Post in appropriate location.



- Construction Supervisor and Infection Control will approve all construction routes prior to start of project.
- Isolate HVAC intake/output system in area where work is being done to prevent contamination of duct system and other locations.
- Complete all critical plastic/hard wall barriers before construction begins or implement HEPA type cart (bubbles). Barriers must be approved by Construction Supervisor and/or Infections Control prior to start of project.
- Maintain negative pressure (-0.020) within work site utilizing HEPA equipped air filtration units that are exhausted to the outside. Must be approved by Construction Supervisor and/or Infection Control prior to start of project.
- Negative air pressure monitors will be used
- Contain construction waste before transport in plastic (or bags) and tightly covered containers.
- Cover transport receptacles or carts both when moving items in and out of facility.
- Wet mop and/or vacuum with HEPA filtered vacuum before leaving work areas including workers, carts, materials, waste carts and equipment.
- Place sticky mats at entrance and exit of work area and entrance to the facility.
- Construct anteroom (or use prefab HEPA anteroom) and require all personnel to pass through this room so they can be vacuumed using an HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site. This is required during demolition and when dust is significant.
- All personnel entering work site are required to wear shoe covers during demolition and times when dust is significant. Shoe covers must be changed each time the worker exits the work area.
- Do not remove barriers from work area until cleared by Construction Supervisor and Infection Control.
- Contractor daily cleaning to include construction area, anterooms, all surfaces that dust can accumulate, inside barrier walls, HEPA carts and filters, floors, lights and other fixtures within the project site. Areas outside the construction site that are visibly soiled due to construction activities must be immediately cleaned. This includes cleaning and disinfection with hospital provided/approved disinfectants (cloths, mops, chemicals) and HEPA filtered vacuums.
- Construction area is required to be kept clean at all times during dusty phases of the project. This may require intermittent cleaning by contractor to keep potential dust from being tracked outside of the construction zone.
- KCH's Environmental Services will complete a deep cleaning prior to removal of any infection control barriers and area will be inspected by Construction Supervisor and/or Infection Control before returning work area to service.

ENVIRONMENTAL MONITORING

- Contractor is responsible for maintaining equipment and replacement of HEPA and other filters in accordance with manufacturer's recommendations and infection control plans.
- KCH will monitor infection control requirements are met on a daily basis during the project and communicate deficiencies to the contractor for immediate remediation or in cases of patient/staff safety risks will stop construction activities until issues are resolved.

ENFORCEMENT

- Construction Supervisor, Infection Control, Hospital Supervisor, Project Manager, Safety Officer and the Environment of Care Committee have authority to shut down a project whenever a potential or actual hazardous infection control deficiency exists.
- Construction Supervisor and/or Infection Control will record the following:
 - Document each violation with photographs
 - Maintain a record of all infection violations.



REFERENCES:

Hansen, W. 2001. "Infection Control During Construction" *A Guide to Prevention and JCAHO COMPLIANCE*.

APIC, 2000 "The role of infection control during construction in health care facilities"

APIC, Infection Control Tool Kit Series: Construction and Renovation.



CONSTRUCTION COMPLIANCE SURVEY

Project: _____ **Review Date:** _____ **Observed by:** _____

Location	Standards	Not Met	Met	N/A	Responsible Person / Comment
	Contractors wearing required identification and signs posted for the area				
	Construction Personnel wearing required PPE (coveralls, booties, hard hats, respirators)				
	Negative Air Pressure <ul style="list-style-type: none"> • All windows closed behind area • Negative pressure maintained • Exhaust fans functioning • Air quality adequate • No excess fumes 				
	Contractors following safe work practices				
	Walk-off mats adequate and clean to control dust				
	Construction Barriers appropriate for patient population <ul style="list-style-type: none"> • Sealed plastic with overlay • Hard barrier with door • Closed patient doors sealed with tape • HEPA carts (bubbles) 				
	Project area <ul style="list-style-type: none"> • Debris removed from construction area daily • Trash contained/transported appropriately • Routine cleaning done of the jobsite • Minimal dust • Daily wet mop, cleaning 				
	Traffic Control <ul style="list-style-type: none"> • Workers following approved routes 				

Additional Comments/Actions:



INFECTION CONTROL RISK ASSESSMENT
Matrix of Precautions for Construction and Renovation/Maintenance

STEP ONE:

Using the following table identify: **Type of Construction Project Activity--Type A-D**

Type A	<p>Inspection and Non-invasive Activities Includes, but not limited to:</p> <ul style="list-style-type: none"> ◆ Removal of ceiling tiles for visual inspection--limited to 1 tile per 50 square feet; ◆ Painting, but not sanding ◆ Wall covering, electrical trim work, minor plumbing, and activities that do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
Type B	<p>Small Scale, Short Duration Activities that Create Minimal Dust Includes, but not limited to:</p> <ul style="list-style-type: none"> ◆ Installation of telephone and computer cabling; ◆ Access to chase spaces; and cutting of walls or ceiling where dust migration can be controlled.
Type C	<p>Work that Generates a Moderate to High Level of Dust or Requires Demolition or Removal of Any Fixed-Building Components or Assemblies Includes, but not limited to:</p> <ul style="list-style-type: none"> ◆ Sanding of walls for painting or wall covering; ◆ Removal of floor coverings, ceiling tiles, and casework; ◆ New wall construction; ◆ Minor duct work or electrical work above ceilings; ◆ Major cabling activities; and any activity that cannot be completed within a single work shift.
Type D	<p>Major Demolition and Construction Projects Includes, but not limited to:</p> <ul style="list-style-type: none"> ◆ Activities that require consecutive work shifts; ◆ Requires heavy demolition, removal of a complete cabling system; and new construction.

STEP TWO:

Using the following tables identify: **Patient Risk Groups** who will be affected. If more than one risk group will be affected, select the higher risk group.

LOW RISK	MEDIUM RISK	HIGH RISK	HIGHEST RISK
<ul style="list-style-type: none"> ◆ Office Areas 	<ul style="list-style-type: none"> ◆ Cardiology ◆ Echocardiography ◆ Endoscopy ◆ Nuclear Medicine ◆ Physical Therapy ◆ Radiology/MRI ◆ Respiratory Therapy 	<ul style="list-style-type: none"> ◆ Critical Care Unit ◆ Emergency Room ◆ Labor and Delivery ◆ Laboratories (specimen) ◆ Newborn Nursery ◆ Outpatient Surgery ◆ Pediatrics ◆ Pharmacy ◆ Post Anesthesia Care Unit ◆ Surgical Units ◆ Dietary 	<ul style="list-style-type: none"> ◆ Any area caring for immuno-compromised patients ◆ Burn Unit ◆ Cardiac Cath Lab ◆ Central Sterile Supply ◆ Intensive Care Units ◆ Medical Unit ◆ Negative pressure isolation rooms ◆ Oncology ◆ Operating Rooms, including C-Section Rooms



STEP THREE:

Match:

Patient Risk Groups – Low, Medium, High and Highest

Construction Project Type – A, B, C and D

Class of Precautions – I, II, III, or IV, or level of infection control activities required.

Class I-IV or **Color-coded Precautions** are delineated on the following page.

IC Matrix Class of Precautions: Construction Project by Patient Risk

PATIENT RISK GROUP	CONSTRUCTION PROJECT TYPE			
	Type A	Type B	Type C	Type D
LOW Risk Group	I	II	II	III/IV
MEDIUM Risk Group	I	II	III	IV
HIGH Risk Group	I	II	III/IV	IV
HIGHEST Risk Group	II	III/IV	III/IV	IV

NOTE: Infection Control approval will be required when the Construction Activity and Risk Level indicate that **Class III** or **Class IV** control procedures is necessary.

Adapted with permission V Kennedy, B Barnard, St Luke Episcopal Hospital, Houston Texas ECSI ASHE PDC 2001

DESCRIPTION OF REQUIRED INFECTION CONTROL PRECAUTIONS BY CLASS

	During Construction Project	Upon Completion of Project
Class I	<ol style="list-style-type: none"> 1. Execute work by methods to minimize raising dust from construction operations. 2. Immediately replace a ceiling tile displaced for visual inspection. 	<ol style="list-style-type: none"> 1. Wipe work surfaces with disinfectant.
Class II	<ol style="list-style-type: none"> 1. Provide active means to prevent airborne dust from dispersing into atmosphere. 2. Water mist work surfaces to control dust while cutting. 3. Seal unused doors with duct tape 4. Block off & seal air vents. 5. Place dust mat at entrance and exit of work area. 6. Remove or isolate HVAC system in areas where work is being performed. 	<ol style="list-style-type: none"> 1. Wipe work surfaces with disinfectant. 2. Contain construction waste before transporting in tightly covered containers. 3. Wet mop and/or vacuum with an HEPA filtered vacuum before leaving work area. 4. Remove isolation of HVAC system in areas where work is being performed.
Class III	<ol style="list-style-type: none"> 1. Remove or isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers, e.g., sheet rock, plywood, plastic to seal area from non-work, area or implement control-cube method (cart with a plastic covering and sealed connection to the work site, with an HEPA vacuum for vacuuming, prior to exit) before construction begins. 3. Maintain negative air pressure within work site, utilizing HEPA equipped air-filtration units. 4. Contain construction waste for transport in tightly covered containers. 5. Cover transport receptacles or carts. Tape covering, unless solid cover. 	<ol style="list-style-type: none"> 1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department, and thoroughly cleaned by the owner's Environmental Services Department. 2. Remove barrier materials carefully to minimize the spreading of dirt and debris associated with construction. 3. Vacuum work area with HEPA filtered vacuums. 4. Wet mop area with disinfectant. 5. Remove isolation of HVAC system in areas where work is being performed.
Class IV	<ol style="list-style-type: none"> 1. Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers, e.g., sheet rock, plywood, plastic to seal area from non-work area, or implement control cube method (cart with a plastic covering and sealed connection to the work site, with an HEPA vacuum for vacuuming, prior to exit) before construction begins. 3. Maintain negative air pressure within work site, utilizing HEPA equipped air-filtration units. 4. Seal holes, pipes, conduits, and punctures appropriately. 5. Construct anteroom and require all personnel to pass through this room so that they can be vacuumed off using an HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site. 6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area. 7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department, and thoroughly cleaned by the owner's Environmental Services Department. 	<ol style="list-style-type: none"> 1. Remove barrier material carefully to minimize the spreading of dirt and debris associated with construction. 2. Contain construction waste before transporting in tightly covered containers. 3. Cover transport receptacles or carts. Tape covering, unless the cover is tightly secure. 4. Vacuum work area with HEPA filtered vacuums. 5. Wet mop area with disinfectant. 6. Remove isolation of HVAC system in areas where work is being performed.



Location of Construction: _____				Permit No.: _____			
Project Coordinator: _____				Project Start Date: _____			
Contractor Performing Work: _____				Estimated Time of Completion: _____			
Supervisor:Telephone: _____				Permit Expiration Date: _____			
YES	NO	CONSTRUCTION ACTIVITY	YES	NO	INFECTION CONTROL RISK GROUP		
		TYPE A: Inspection, non-invasive activity			GROUP 1: Low Risk		
		TYPE B: Small scale, short duration, moderate to high levels			GROUP 2: Medium Risk		
		TYPE C: Activity generates moderate to high levels of dust, requires greater one work shift for completion.			GROUP 3: Medium/High Risk		
		TYPE D: Major duration and construction activities requiring consecutive work shifts.			GROUP 4: Highest Risk		
CLASS I		<ol style="list-style-type: none"> Execute work by methods to minimize raising dust from construction operations. Immediately replace any ceiling tile displaced for visual inspection. Minor demolition for remodeling. 					
CLASS II		<ol style="list-style-type: none"> Provides active means to prevent airborne dust from dispersing into atmosphere. Water mist work surfaces to control dust while cutting. Seal unused doors with duct tape. Block off and seal air vents. Wipe surfaces with disinfectant. Contain construction waste before transporting in tightly covered containers. Wet mop and/or vacuum with an HEPA filtered vacuum before leaving work area. Place dust mat at entrance and exit of work area. Remove or isolate HVAC system in areas where work is being performed. 					
CLASS III		<ol style="list-style-type: none"> Obtain infection control permit before construction begins. Isolate HVAC system in area where work is being done to prevent contamination of the duct system. Complete all critical barriers or implement control cube method before construction begins. Maintain negative air pressure within work site, utilizing HEPA equipped air-filtration units. Do not remove barriers from work area until complete project is thoroughly cleaned by Environmental Services Department. Vacuum work with HEPA filtered vacuums. Wet mop with disinfectant. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. Contain construction waste before transport in tightly covered containers. Cover transport receptacles or carts, and tape covering. Remove or isolate HVAC system in areas where work is being performed. 					
CLASS IV		<ol style="list-style-type: none"> Obtain infection control permit before construction begins. Isolate HVAC system in area where work is being done to prevent contamination of duct system. Complete all critical barriers or implement control cube method before construction begins. Maintain negative air pressure within work site, utilizing HEPA equipped air-filtration units. Seal holes, pipes, conduits, and punctures appropriately. Construct anteroom and require all personnel to pass through this room so that they can be vacuumed off using an HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site. All personnel entering the work site are required to wear shoe covers. Do not remove barriers from the work area, until completed project is thoroughly cleaned by the Environmental Service Department. Vacuum work area with HEPA filtered vacuums. Wet mop with disinfectant. Remove barrier materials carefully to minimize the spreading of dirt and debris associated with construction. Contain construction waste before transporting in tightly covered containers. Cover transport receptacles or carts, and tape covering. Remove or isolate HVAC system in areas where construction is being done. 					
Additional Requirements:							
Date: _____ Initials: _____				Exceptions and/or additions to this permit are noted by attached memoranda.			
Permit Requested By: _____ Date: _____				Permit Authorized By: _____ Date: _____			

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SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.
- B. The description of alternates is not intended to give a detailed description of all additional or deductive work required by the alternate item(s), as only the principal features of such additional or deductive work are listed.
- C. Should any one or all of the alternates become a part of the contract, the cost of all additional incidental work required by the alternate item(s), even though not specifically mentioned herein, shall be deemed to already be included in the alternate price amount.

1.02 DEFINITIONS

- A. Alternate: An amount proposed by Bidders (Offerors) and stated on the Bid Form for certain work defined herein that may affect the Total Lump Sum Bid Price amount if State decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition or deduction from the Contract Sum to incorporate the alternate into the Work. No other adjustments are made to the Contract Sum.

1.03 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into the Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

- B. Notification: If the alternate(s) are accepted by the Hospital, immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: The addition of a new parking lot including clearing and grubbing, grading, installing a cement rubble masonry wall, new asphalt pavement, new concrete wheel stops, rerouting electrical utilities and planting new trees, hedges, and grass. The additional parking lot scope of work is identified in drawings provided by Bowers + Kubota which are included within the contract drawings. Reference Specification Sections 02221 Earthwork, Cement Rubble Masonary, 02900 Planting, 16011 General Electrical Requirements, and 16400 Electrical Work (Alternate). All work and construction remaining in the contract drawings shall be priced and included in the Alternate No. 1 Lump Sum Subtotal.

END OF SECTION

SECTION 01260 - CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Schedule of values.
- B. Application for payment.
- C. Change procedures.

1.02 RELATED SECTIONS

- A. Section 01100 – Summary of Work.
- B. Section 01290 – Payment Procedures.
- C. Section 01310 – Project Management and Coordination.
- D. Section 01770 – Closeout Procedures.

1.03 SCHEDULE OF VALUES

- A. Submit a printed schedule of AIA Form G703- Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be acceptable.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization and bonds and insurance.
- D. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- E. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application for Payment.

1.04 APPLICATIONS FOR PAYMENT

- A. Submit each application electronically on AIA Form G702- Application and Certificate for Payment and AIA G703 - Continuation Sheet.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Invoice to be submitted to Hospital Technical Representative for the preceding month's work by the 5th day of the month that follows. (The State of Hawaii does its best to pay within 30 days).
- D. Waiver of Liens: Provide unconditional waiver of liens. Use contractor's form.

1.05 CHANGE PROCEDURES

- A. The following documents will be used. Sample forms are attached.
- B. Request for Information: Standard Contractor form. A request for information shall be used by the Contractor to the Prime Consultant to request solutions to problems which are discovered during construction, to request drawings and cost and/or schedule impacts in the Request for Information.
- C. Instruction Notice: Attachment 1, standard form.
 - 1. Instruction Notice will be issued by the Prime Consultant for instructions to the Contractor which do not involve a change in the Contract Sum or construction period.
 - 2. Instruction Notice authorizes the Contractor to proceed at once with the instruction included therein.
 - 3. Instruction Notice which does affect the Contract Sum or construction period must have written authorization by the Owner's Project Manager. Such instruction shall have the note "Change Order to Follow" and then be followed with a Quotation Request, cross referenced to the Field Order.
 - 4. Instruction Notice will be distributed as follows:
 - a. Two copies to Contractor
 - b. One copy to the Prime Consultant
 - c. One copy to each appropriate Consultant
 - d. One copy to WHFD AND/OR PROJECT MANAGER

D. Quotation Requests: Attachment 2, standard Prime Consultant form.

1. Proposed changes to the Contract will be initiated by the Prime Consultant in the form of a Quotation Request.
2. A Quotation Request, indicating the party suggesting the change, will clearly describe the proposed Contract variation, accompanied by the required drawings, if necessary.
3. Construction work shall not proceed on the strength of a Quotation Request only.
4. Quotation Requests will be distributed as follows:
 - a. Two copies to Contractor.
 - b. One copy to Prime Consultant
 - c. One copy to each appropriate Consultant
 - d. One copy to Owner's Project Management
5. The Contractor shall respond to the Quotation Request within the time stated on the form.

E. Change Proposal. Standard Contract Form.

1. This form shall be issued by the Contractor for any claims he may have and in response to a Quotation Request.
2. The Change proposal shall include a description of the work and the requested change to the Contract sum and construction time.
3. All supporting documents, materials and subcontract quotations, time sheets, labor estimates, etc., shall be itemized and attached to the Change Proposal as necessary for proper checking by the Prime Consultant, Consultants and Owner's Project Manager.
4. Change proposals, if acceptable, will be signed by the WHFD AND/OR PROJECT MANAGER and Prime Consultant with one executed copy returned to Contractor. The Contractor shall thus have the authority to proceed with the work and Change Order will follow.

- F. Change Order. Attachment 3, standard form.
1. This document is issued to the Contractor as an instruction for him to make a change to the work of the contract Documents.
 2. Change Order documents are prepared by the Prime Consultant and countersigned by the Owner and Contractor.
 3. Approved Change orders record the following information:
 - a. Cross-reference to Change Proposal.
 - b. Summarized description of change in work required.
 - c. Change in completion date.
 - d. Change in Contract sum.
 - e. Identification of party/individual initiating change.
- G. Record of Variations: Variations in construction from the plans and specifications shall be recorded by the Contractor as required in Division 1. These variations shall be brought to the attention of the Prime Consultant and WHFD AND/OR PROJECT MANAGER by the Contractor.
- H. Timeliness of Processing: Instruction notices, Quotation Requests and Change Proposals will be processed and one copy provided the WHFD AND/OR PROJECT MANAGER the same day the document is prepared.
- I. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract Time as provided in the Contract Documents.
- J. Maintained detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

INSTRUCTION NOTICE

INSTRUCTION NOTICE NO:

DATE:

PROJECT NO:

PROJECT: Kona Community Hospital
Resurface Parking Lot & Additional Parking Lot

CONTRACTOR:

Reference:

- Specifications:**
- Drawings:**
- Other:**

YOU ARE HEREBY DIRECTED TO PROMPTLY EXECUTE THIS INSTRUCTION NOTICE WHICH REPRESENTS THE CONTRACT DOCUMENTS OR ORDERS MINOR CHANGES IN THE WORK.

If you consider that a change in Contract Sum or Contract Time is required, submit your itemized proposal to the Prime Consultant immediately and before proceeding with the work. If your proposal is found to be satisfactory and in proper order, this Instruction Notice will be superseded by a Change Order.

COPIES TO:

- WHFD AND/OR PROJECT MANAGER**
- Contractor**
- Prime Consultant**
- Structural**

- Mechanical**
- Electrical**
- Civil**
- Landscape**
- Others**

Attachment 1
Attachment 2

OPTIONAL

QUOTATION REQUEST

QUOTATION REQUEST NO:

DATE: **PROJECT NO:**

PROJECT: Kona Community Hospital
 Resurface Parking Lot & Additional Parking Lot

CONTRACTOR:

Submit a fully itemized quotation for the inclusion of the following changes into the contract. This is not a Change Order, a Construction Change Directive, nor an Instruction to proceed with the work herein.

REQUEST ORIGINATED BY:

KONA COMMUNITY HOSPITAL
RESURFACE PARKING LOT & ADDITIONAL PARKING LOT

Contract Considerations
01260 - 6

DATE QUOTATION REQUIRED BY:

COPIES TO:

- WHFD AND/OR PROJECT MANAGER**
- Contractor**
- Others**

Attachment 2

Attachment 3

CHANGE ORDER

CHANGE ORDER NO:

DATE:

PROJECT NO:

PROJECT:

Kona Community Hospital

Resurface Parking Lot & Additional Parking Lot

CONTRACTOR:

Original Contract Sum was:

Net changes by previously authorized Change Orders: \$

Contract Sum prior to this Change Order was: \$

Contract sum will be (increased) (decreased) (unchanged) by this Change Order \$

New Contract Sum including this Change Order will be: \$

The Contract Time will be (increased) (decreased) (unchanged) by days_

The date of Substantial Completion as of the date of this Change Order is:

KONA COMMUNITY HOSPITAL

RESURFACE PARKING LOT & ADDITIONAL PARKING LOT

Contract Considerations

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**PRIME CONSULTANT:
CONTRACTOR:**

WHFD AND/OR PROJECT MANAGER:

By: _____
Approved by: _____
Accepted by: _____

Date: _____
Date: _____
Date: _____

Attachment 3

SECTION 01270 - VARIABLE QUANTITIES UNIT PRICES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

1.02 DEFINITIONS

- A. Unit price is an amount proposed by the Bidder (or Offeror) as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.03 RELATED DOCUMENTS

- A. Variations in estimated quantities are governed by this Section, Section 00400 - Bid Proposal Form, the Drawings and the General Requirements.
- B. Measurement and payment for unit price items are governed by the General Requirements.

1.04 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, coordination overhead, and profit.
- B. List of Unit Prices: A list of unit prices is included at the end of this Section. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.
 - 1. The description of Variable Quantities Unit Price items is not intended to give a detailed description of all work required, as only principal features of such work are listed.
 - 2. Detailed descriptions are given in the appropriate Specification Sections or Drawings named in the general description below.
- C. Include Variable Quantities Unit Price costs on the Bid Proposal form.

- D. All computations of the Variable Quantities Unit Prices shall use the unit prices noted in the Bid Proposal Form. Measurements will be to the nearest estimated unit quantity. Payment will be made for quantities actually installed at the applicable price, measured by the Offeror, concurred by the WHFD AND/OR PROJECT MANAGER, and acceptably completed.
- E. The Variable Quantities Unit Prices are estimated quantities. Where the quantity of a pay item vary more than fifteen percent (15%) above or below the estimated quantity stated in the contract, an adjustment in the contract price shall be made upon demand by either the State or Contractor. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity.
- F. Do not proceed with work exceeding the estimated quantities written in the Bid/Offer/Proposal Form until receipt of written approval by the WHFD AND/OR PROJECT MANAGER.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 LIST OF VARIABLE QUANTITIES

Unit Price No. 1: Fill materials for additional parking grading work

Unit Price No. 2: Excavation for additional parking grading work

END OF SECTION

SECTION 01290 - PAYMENT PROCEDURES

PART 1 - PRODUCTS

1.01 GENERAL CONDITIONS

- A. As specified in the Request for Proposals and the General Requirements.

1.02 RELATED SELECTIONS

- A. Section 01260 - Contract Considerations.
- B. Section 01770 – Closeout Procedures.

1.03 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Application for Payment.

1.04 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to the Prime Consultant through the Hospital's Construction Management Representative at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: include the following Project identification on the schedule of values:
 - a. Project name and location.

- b. Name of Prime Consultant.
 - c. Prime Consultant's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange schedule of values using AIA Document G703.
3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
- a. Related Specification Section or Division.
 - b. Description of the Work
 - c. Name of subcontractor
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affected value.
 - g. Dollar value of the following, as percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - i. Labor.
 - ii. Materials.
 - iii. Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of two percent of the Contract Sum.
- a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling two percent of the Contract Sum and subcontract amount.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
7. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
8. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
9. Each item in the schedule of values and Application for Payments shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as approved by the Hospital Construction Project Manager.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Each progress payment shall be submitted monthly.
- C. Payment Application Times: Submit Application for Payment to the Prime Consultant by the 5th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

- D. Application for Payment Forms: Use AIA G702 and Document AIA G703.
- E. Application Preparation: Complete every entry on form. Contract number must be on every application for payment. The Prime Consultant will return incomplete applications, including those without the contract number, without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide supporting documentation that verifies amount requested, such as paid invoices and/or photographs. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
- G. Transmittal: submit signed Application for Payment to Hospital Construction Project Manager (electronically or by hand delivery). Include waivers of lien and other similar required attachments.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When application shows completion of an item, submit conditional final or full waivers.

3. WHFD AND/OR PROJECT MANAGER reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Waiver of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-contractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. WHFD AND/OR PROJECT MANAGER reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or proceeded by conditional final waivers from every entity involved with performance of the work covered by the application who is lawfully entitled to a lien.
 5. Waiver forms: Submit executed waivers of lien forms, acceptable to Owner.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary of not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal's consultants.
 9. Copies of building permits.

10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
- K. Application for Payment at Substantial Completion: After Prime Consultant issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- L. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims".
 5. AIA Document G706A, "Contractor's Affidavit of Releases of Liens".
 6. AIA Document G707, "Consent of Surety to Final Payment".
 7. Evidence that claims have been settled.
 8. Final liquidated damages settlement statement.

9. Alternate forms may be utilized with approval from the WHFD AND/OR PROJECT MANAGER & Contracts Manager

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. General Coordination procedures.
- B. Coordination drawings.
- C. Requests for information (RFI's).
- D. Project Web site.
- E. Project Meetings.

1.02 RELATED SECTIONS

- A. Section 01260 - Contract Considerations.
- B. Section 01330 - Submittal Procedures.
- C. Section 01770 – Closeout Procedures.

1.03 DEFINITIONS

- A. RFI: (Request for Information), the Contractor for seeking information required by or clarifications of the Contract Documents.

1.04 INFORMATION SUBMITTALS

- A. Subcontract List: Prepare a written summary (provided in the Bid Proposal Form) identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Included the following information in tabular form:
 - 1. Name, address and telephone number of company performing subcontract or supplying products.
 - 2. The particular work to be performed by subcontractor.

- B. Key personnel Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office and cellular telephone numbers and e-mail addresses. Provide names, addresses and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Post copies of list in project meeting room, in temporary field office and by each temporary telephone. Keep list current at all times.

1.05 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different 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 installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operations.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors of coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and (activities of other contractors) to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Pre-installation of conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designed as Owner's property.

1.06 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contracts in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - d. Indicate required installation sequences.
 - e. Indicate dimensions and show on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Prime Consultant indicating proposed resolution of such conflicts. Minor dimensions changes and difficulty installations will not be considered changes to the Contract.
 2. Review: Prime Consultant will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Prime Consultant determines that coordination drawings are not being prepared in sufficient scope or details, or are otherwise deficient, Prime Consultant will so inform Contractor, who shall make changes as direct and resubmit.

3. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements on Section 01330 - Submittal Procedures.
- B. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
 2. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.
 3. Prime Consultant will furnish Contractor one set of digital data files of Drawings for use in preparing coordinated digital data files.
 - a. Digital Data Software Program: Drawings are available in AutoCAD 2010.
 - b. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to WHFD AND/OR PROJECT MANAGER and Prime Consultant, if required by either party.

1.07 REQUESTS FOR INFORMATION (RFI'S)

- A. General: Immediately of discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified to WHFD AND/OR PROJECT MANAGER.
1. All RFIs must be submitted directly by the Contractor of record. Prime Consultant will return RFI submitted to Prime Consultant by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.

5. Name of Project Engineer.
6. RFI number; number sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, description, measures, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thickness, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
14. Response turnaround time needed.

C. RFI Forms: Contractor's form

1. Attachment shall be electronic files preferably in Adobe Acrobat PDF format.

D. Project Prime Consultant's Action: Project Prime Consultant will review each RFI, determine action required and respond within requested response time, typically 5 working days unless quicker response is needed as to not delay the project.

1. The following Contract-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.

- e. Requests for adjustment in the Contract Time or Contract Sum.
 - f. Requests for interpretation of Prime Consultant's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
2. The Prime Consultant's action may include a request for additional information, in which case the time for response will date from time of receipt of additional information.
 3. The Project Prime Consultant's action on RFIs that may result in a change to the Contract Time or the Contract sum may be eligible for Contractor to submit Change Proposal according to Section 01260 - Contract Considerations.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify the WHFD AND/OR PROJECT MANAGER in writing within 3 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log as changes are made to Prime Consultant.
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Project Prime Consultant.
 4. RFI numbering including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date when the RFI was submitted.
 7. Date when the Prime Consultant's response was received.

1.08 PROJECT MEETINGS

- A. General: When applicable, schedule and conduct meetings at the Project site and other meetings to occur by teleconference and/or video conference (collectively referred to as "meetings").

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify WHFD AND/OR PROJECT MANAGER and Prime Consultant of scheduled meeting dates and times. It is preferred that a standing meeting day/time is planned at the commencement of the project.
 2. Agenda: Contractor shall prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Sign in Sheet: Furnish and supply a copy of completed sheet to KCH.
 4. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to all meeting attendees within five business days of the meeting.
- B. Preconstruction Conference: the WHFD AND/OR PROJECT MANAGER will schedule and conduct a preconstruction conference before starting construction, at a time convenient to the Hospital, Contractor, and Prime Consultant, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of WHFD AND/OR PROJECT MANAGER, the Prime Consultant and their consultants; Contractor and its superintendent; major subcontractors; suppliers and other concerned parties. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs
 - g. Procedures for testing and inspecting.

- h. Procedures for processing Application for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Use of the premises.
 - l. Work restrictions.
 - m. Working hours.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Procedures for moisture and mold
 - q. Procedures for disruption and shutdowns.
 - r. Parking availability.
 - s. Office, work, and storage areas.
 - t. Equipment deliveries and properties.
 - u. Security.
4. Minutes: The Contractor will be responsible for conduction of the meeting, will record and distribute meeting minutes.
- C. Preinstall Conferences: Conduct a pre-installation conference at Project Site before each construction activity that requires coordination with other construction trades and/or installers.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installation that have preceded or will follow, shall attend the meeting. Advise the WHFD AND/OR PROJECT MANAGER, Prime Consultant of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements to the following:
 - a. Contract Documents.
 - b. Options.

- c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Possible conflicts.
 - i. Compatibility requirements.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written instructions.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Installation procedures.
 - u. Coordination with other work.
 - v. Required performance results.
 - w. Protection of adjacent work.
 - x. Protection of construction and personnel.
3. Record significant conference discussions, agreement, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date
- D. Progress Meetings: Conduct weekly progress meetings, or at intervals necessary to the orderly progress of the Work.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: Representatives of the WHFD AND/OR PROJECT MANAGER, and the Contractor. The Project Prime Consultant will call in by telephone. The Prime Consultant will attend meetings in person when necessary. The Prime Consultant's subconsultants and Contractor's subcontractors may attend upon request.
 3. 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.

 - i. Review schedule for next period
 - b. Review present and future needs of each entity present, including the following:
 - i. Interface requirements.
 - ii. Sequence of operations.
 - iii. Owner operation issues/security.
 - iv. Status of submittals.
 - v. Deliveries.

- vi. Off-site fabrication.
 - vii. Access
 - viii. Temporary facilities and controls.
 - ix. Status of RFIs.
 - x. Status of proposed requests.
 - xi. Pending changes.
 - xii. Status of change Orders.
 - xiii. Pending claims and disputes.
4. Minutes: The Contractor that is responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made 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 01330 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Shop Drawings.
- E. Product Data.
- F. Samples.
- G. Manufacturer's installation instructions.
- H. Manufacturer's certificates.

1.02 RELATED SECTIONS

- A. Section 01310 – Project Management and Coordination.
- B. Section 01400 - Quality Requirements.
- C. Section 01500 – Temporary Facilities and Controls.
- D. Section 01600 – Product Requirements.
- E. Section 01730 – Execution Requirements.

1.03 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Prime Consultant's responsive action.
- B. Informational Submittals: Written information that does not require Prime Consultant's approval. Submittals may be rejected for not complying with requirements.

1.04 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810 or project Prime Consultant's accepted transmittal form.
 - 1. Identify whether submittal is an action submittal or informational submittal.

2. Submit the number of duplicate documents and samples schedule in Part 3 below.
- B. Sequentially number the transmittal form. Reverse submittals with original number and a sequential alphabetical suffix.
 - C. Identify Project Contractor, Subcontractor or supplier, pertinent drawing and detail number, and specification section number, as appropriate.
 - D. Apply Contractor's wax seal, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
 - E. Schedule submittals to expedite the Project, and deliver to Prime Consultant at business address. Coordinate submission of related items.
 - F. For each submittal for review, allow 10 days excluding delivery time and from the contractor.
 - G. Identify variations from Contract Documents and Product of system limitations which may be detrimental to successful performance of the completed Work.
 - H. Submit all items relating to color selection at one time. Color selections will not be made until all color related submittals have been received.
 - I. Provide space for Contractor, Prime Consultant, and Consultants review stamps or initials.
 - J. Review and Resubmission of Submittals
 1. The Prime Consultant will review the submittal and stamp or initial it with indication of action as appropriate. Prime Consultant will retain one copy and furnish one copy to Contractor. Consultants will retain one copy.
 2. Submittals returned marked "resubmit" or "rejected". Make corrections and resubmit.
 - a. Direct specific attention on resubmittals to revision other than those requested by the Prime Consultant on previous submittals.
 - b. Make shop drawing corrections on the original drawing and print.

3. Submittals returned with markings or comments and marked "confirm". Submit a letter indicating acceptance of comments and stating that Contractor will comply with marks and comments.
 4. Submittals returned marked "No Exceptions Taken". Submit number of copies mechanical and electrical items with Contractor.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- L. Submittal is not requested will not be recognized or processed.

1.05 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit as part of the Monthly Report required by the Owner-Contractor Agreement.

1.06 PROPOSED PRODUCTS LIST

- A. Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.07 SHOP DRAWINGS

- A. Present in a clear and thorough manner, accurately and at a scale sufficient to show pertinent aspects. Indicate fabrication, layout, anchorage and installation details.
- B. Title each drawing. Identify details by reference to Contract Drawing and detail numbers.
- C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Drawing Size: Minimum 8-1/2 inches by 11 inches and maximum 30 inches by 42 inches.

- E. Shop Drawings: Submit review. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article above.

1.08 PRODUCT DATA

- A. Clearly mark each copy to identify each applicable product, model, option, and pertinent data for the products or systems to be provided. Supplement manufacturers' standard data to provide information unique to this Project.
- B. Highlighting will not be acceptable.
- C. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. After review distribute in accordance with the Submittal Procedures article above.

1.09 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Prime Consultant selection.
 - 1. Provide custom color samples where requested.
- C. Reviewed samples which may be used in the Work are indicated in individual specification sections.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SCHEDULE OF SUBMITTALS

- A. Product Data, Schedules, Shop Drawings and Other Printed Materials: Submit the number of copies which the Contractor requires, plus copies for the following:
 - 1. One copy: Prime Consultant.
 - 2. One copy: WHFD AND/OR PROJECT MANAGER.

3. One copy: Hospital Construction Project Manager.

4. Copies as required from consultants.

B. Samples: Submit the number of samples which the Contractor requires plus one for WHFD AND/OR PROJECT MANAGER and Contracts Manager.

Section No. - Title	Shop Drawings & Diagrams	Samples	Certifications (Materials, Treatment, Applicator, etc.)	Product Data, Manufacturer's Technical Literature	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)
01290 – Payment Procedures														■		
01310 – Project Management & Coordination														■		
01600 – Product Requirements														■		
16011 – General Electrical Requirements			■	■											■	
16400 – Electrical Work	■			■					■				■		■	
01770 – Closeout Procedures	■	■	■	■			■		■			■	■	■	■	■
01783 – Project Record Documents				■						■	■		■	■		
02513 – Bituminous Prime Coat			■	■												
02514 – Bituminous Tack Coat			■													
02703 – Hot Mix Asphalt			■	■										■		
02704 – Aggregate Base Course			■													
02705 – Select Borrow for Subbase Course			■													
02745 – Asphaltic Concrete Overlays				■												
02760 – Pavement Markings			■	■												

Section No. - Title	Shop Drawings & Diagrams	Samples	Certifications (Materials, Treatment, Applicator, etc.)	Product Data, Manufacturer's Technical Literature	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)
02780 – Seal Coat		■							■	■	■					
03300 – Miscellaneous Cast in Place Concret														■		
02300 – Earthwork for Structures and Pavements	■						■									
02900 – Planting		■	■	■	■		■							■		

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. Reference.
- C. Inspection and testing laboratory services.

1.02 RELATED SECTIONS

- A. Section 01330 – Submittal Procedures.
- B. Section 01600 – Product Requirements.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step-in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Prime Consultant before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date for receiving bids.
- B. Obtain copies of standards when required by Contract Documents.

- C. Should specified reference standards conflict with Contract Documents, request clarification from Prime Consultant before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 INSPECTION AND TESTING LABORATORY SERVICES

- A. When the individual specifications sections require it, the Contractor shall coordinate and schedule the hospitals independent firm to perform inspection and testing. Contractor to coordinate inspection, but KCH will pay for said inspection directly. TAB to be arranged and paid for by the contractor at substantial completion or other date agreed upon by all parties.
- B. Services will be performed in accordance with requirements of governing authorities and with specified standards.
- C. Reports will be submitted by the independent firm to the Prime Consultant, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify WHFD AND/OR PROJECT MANAGER and independent firm 24 hours prior to expected time for operations required services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by WHFD AND/OR PROJECT MANAGER and shall be paid by the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities may include, but not limited to, the following:
 - 1. Sanitary facilities, including toilets, wash facilities and drinking water facilities.
 - 2. Electric power service.
 - 3. Lighting.
 - 4. Telephone service.
- C. Support facilities include, but are not limited to, the following:
 - 1. Project identification and temporary signs.
 - 2. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities may include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Storm water control.
 - 3. Tree and plant protection.
 - 4. Site enclosure fence.
 - 5. Security enclosure and lockup.
 - 6. Barricade, warning signs, and lights.
 - 7. Fire protection.

1.02 RELATED DOCUMENTS

- A. Refer to Drawings for additional requirements for temporary protection.

1.03 RELATED SECTIONS

- A. Section 01330 – Submittal Procedures.

1.04 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to WHFD AND/OR PROJECT MANAGER. Manager 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 Owner'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.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Locate facilities where they will serve 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. Water Service: Connect to existing water source for construction operations.

- B. Sanitary Facilities: Existing designated facilities may be used during construction operations. Maintain daily in clean and sanitary condition,
- C. Electric Power Service: Connect to existing power service. Power consumption shall not disrupt hospital's need for continuous service.
- D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.

3.03 SUPPORT FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulation and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Cooperate and comply with hospital's Environmental Management Plan.
- B. Noise Control:
 - 1. Obtain noise permit or permit as required by Chapter 43 State of Hawaii Department of Health regulations.
 - 2. Muffle internal combustion engine powered equipment to minimize noise and properly maintain to reduce noise to acceptable levels.
 - 3. Blasting and use of explosives will be not permitted.
 - 4. Activities of severe and prolonged noise and vibration must be approved in advance by WHFD AND/OR PROJECT MANAGER. Submit written notice not less than seven days in advance of intended noise producing activity.
- C. Dust Control:
 - 1. Keep dust within acceptable levels at all times, including non-working hours, weekends and holidays, in conformance with Chapter 31 – Air Pollution of State Departments of Health, Public Health Regulations, latest editions.
 - 2. Only wet grinding or cutting of concrete will be allowed on exterior surfaces.
 - 3. The Contractor is responsible for damage claims.
 - 4. ICRA – during construction/renovation – KCH Policy 125.54 must be adhered to.

D. Hazardous materials:

1. If the presence of toxic substances is determined, notify the WHFD AND/OR PROJECT MANAGER immediately to determine the next course of action.
2. In removing and disposing of toxic substances, observe the following requirements:
 - a. Provide air-tight compartments within which the toxic substances may be removed.
 - b. In lieu of air-tight compartments, provide competent controlled misting or dust settling agent.
 - c. Place toxic substances in properly labeled sacks of at least 8 mil polypropylene.
3. Must adhere to KCH Hazmat Material and Waste Management Program Policy 122-6 and Cleanup of Spills, Hazardous and Infectious Policy 122-6-2. (If any differences are discovered between RFP and KCH policies, KCH policies shall prevail.)
4. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
5. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedure to be followed. Instruct personnel in methods and procedures. Post warnings and information.

E. Barriers

1. Follow ICRA. Provide barriers to prevent unauthorized entry to construction areas, to allow for hospital's use of premises, and to protect existing facilities and adjacent properties from damage from construction operations.
2. Provide barricades and covered walkways required by governing authorities.
3. Protect non-owned vehicular traffic, store materials, site and structures from damage.

4. Barriers that will be used on project are to be approved by the project manager before starting work.

3.04 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended use.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

END OF SECTION

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Selection of products for use in project
- B. Product delivery, storage, and handling
- C. Manufacturers standard warranties on products; special warranties
- D. Product substitutions
- E. Comparable products

1.02 RELATED SECTIONS

- A. Section 01330 – Submittal Procedures.
- B. Section 01400 – Quality Requirements.
- C. Section 01770 – Closeout Procedures.

1.03 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term “product” includes the terms “material,” “equipment,” “system,” and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer’s product name, including make or model number or other designation, shown or listed in manufacturer’s published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled- content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Hospital.
- D. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Hospital.

1.04 SUBMITTALS

- A. Product List: Submit a list, in tabular form (preferably in Microsoft Excel), showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. Initial Submittal: Within 20 days after date of commencement of the Work, submit electronically the initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

- a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
4. Completed List: Within 30 days after date of commencement of the Work, submit electronically the completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Project Prime Consultant's or WHFD AND/OR PROJECT MANAGER's Action: The Project Prime Consultant or WHFD AND/OR PROJECT MANAGER will respond in writing to Contractor within 15 days of receipt of completed product list. The Project Prime Consultant's or WHFD AND/OR PROJECT MANAGER's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Project Prime Consultants or WHFD AND/OR PROJECT MANAGERS response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.

1.05 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected.
 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, the WHFD AND/OR PROJECT MANAGER will determine which products shall be used.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturers written instructions.
 1. Schedule delivery to minimize storage at Project site and to prevent overcrowding of construction spaces. Long term storage onsite is not permitted unless approved by WHFD AND/OR PROJECT MANAGER.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 5. Store products to allow for inspection and measurement of quantity or counting of units.
 6. Store materials in a manner that will not endanger Project structure.
 7. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.
 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 9. Protect stored products from damage
- B. Storage: Provide a secure location and enclosure at Project site for temporary storage of materials and equipment. Coordinate location with WHFD AND/OR PROJECT MANAGER. Long term storage onsite is not permitted unless approved by WHFD AND/OR PROJECT MANAGER.

1.07 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01770 - Closeout Procedures.

PART 2 - PRODUCTS

2.01 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents that are undamaged, and unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Hospital reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "match sample," sample to be matched is Prime Consultant's.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics" of products.
 6. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Procedures for product selection include the following:

1. Product: Where Specification paragraphs or subparagraphs titled “Product” name a single product and manufacturer, provide the product named.
 - a. Substitutions may be considered, unless otherwise indicated.
2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled “Manufacturer” or “Source” name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
3. Products: Where Specification paragraphs or subparagraphs titled “Products” introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
4. Manufacturers: Where Specification paragraphs or subparagraphs titled “Manufacturers” introduce a list of manufacturers’ names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
5. Available Products: Where Specification paragraphs or subparagraphs titled “Available Products” introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in “Comparable Products” Article to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled “Available Manufacturers” introduce a list of manufacturer names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in “Comparable Products” Article to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled “Product Options” indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in “Product Substitutions” Article.

8. Allowances: Refer to individual Specification Sections and “Allowance” provisions in Division I for allowances that control product selection and for procedures required for processing such selections.

2.02 PRODUCT SUBSTITUTIONS

- A. Follow the procedures as described in Hawaii Health Systems Corporation General Conditions for Construction.

2.03 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
 1. Provide evidence that the proposed product does not require extensive revisions to the Contract Documents.
 2. Provide evidence that the proposed product is consistent with the intent of the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 3. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 4. Provide evidence that proposed product provides specified warranty.
 5. List of similar installations for completed projects with project names and addresses and names and addresses of Prime Consultants and owners, if requested.
 6. Samples, if requested.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01730 – EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Construction layout.
- B. Field engineering and surveying.
- C. Progress cleaning.

1.02 RELATED SECTIONS

- A. Section 01330 – Submittal Procedures.
- B. Section 01770 – Closeout Procedures.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Acceptance of Conditions: Examine substrates, areas, and conditions, with General Contractor and Subcontractor present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.

2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. 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 to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of Items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Prime Consultant. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.03 PROGRESS CLEANING

- A. General: Clean 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. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
- 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, wet mop or vacuum the entire work area, as appropriate, utilizing the hospital's EPA approved disinfectant.

- D. 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.
- E. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.

1.02 RELATED SECTIONS

- A. Section 01260 - Contract Considerations.
- B. Section 01290 - Payment Procedures.
- C. Section 01310 – Project Management and Coordination.
- D. Section 01600 – Product Requirements.
- E. Section 01730 - Execution Requirements.
- F. Section 01783 – Project Record Documents.
- G. Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Hospital Risk Manager of pending insurance changeover requirements, if necessary.
 - 3. Obtain and submit releases permitting Hospital unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

4. Prepare and submit Project Record Documents, marked-up hardcopy of the Record Drawings, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 5. Complete startup testing of systems.
 6. Submit test/adjust/balance, including TAB, records.
 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Advise WHFD AND/OR PROJECT MANAGER of changeover in utilities.
 9. Submit changeover information related to Hospital's occupancy, use, operation, and maintenance.
 10. Complete final cleaning requirements, including touchup painting.
 11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, the WHFD AND/OR PROJECT MANAGER will either advise the Prime Consultant to proceed with inspection or notify Contractor of unfulfilled requirements. Upon request from the WHFD AND/OR PROJECT MANAGER, the Prime Consultant will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by the WHFD AND/OR PROJECT MANAGER that must be completed or corrected before the certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Section 01290 - Payment Procedures.
 2. Submit warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents. To be submitted in 3 ring binder.
 3. Submit operation and maintenance manuals. To be submitted in a 3 ring binder.
 4. Deliver tools, spare parts, extra materials, and similar items to location designated by WHFD AND/OR PROJECT MANAGER. Label with manufacturer's name and model number where applicable.
 5. Make final changeover of permanent locks and deliver keys to WHFD AND/OR PROJECT MANAGER. Advise Hospital's personnel of changeover in security provisions.
 6. Submit copy of WHFD AND/OR PROJECT MANAGER's Substantial Completion inspection list of items to be completed or corrected. The copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 8. Instruct Hospital's personnel in the operation, adjustment, and maintenance of products, equipment, and systems. Document attendance and discussion topics presented to WHFD AND/OR PROJECT MANAGER's personnel.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the Prime Consultant and WHFD AND/OR PROJECT MANAGER will either proceed with inspection or notify Contractor of unfulfilled requirements.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.05 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit electronic copy of punch list. 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. Use Contractor's form.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Contractor.
 - d. Page number.

1.06 WARRANTIES

- A. Submittal Time: Submit written warranties on request of WHFD AND/OR PROJECT MANAGER for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 10 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 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-by-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 Installer.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

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. Cleaning agents must be approved WHFD AND/OR PROJECT MANAGER. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Comply with manufacturer's written instructions as well as utilize hospital approved disinfectants.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. 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.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

- e. 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.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces. Mop using quaternary ammonium disinfectants.
 - h. Remove labels that are not permanent.
 - i. 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.
 - j. Wipe surfaces of electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - k. Replace parts subject to unusual operating conditions.
 - l. 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 Hospital's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully. Follow County of Hawaii waste guidelines.

END OF SECTION

SECTION 01783 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.

1.02 RELATED SECTIONS

- A. Section 01770 - Closeout Procedures.
- B. Related sections of the work in this Specification for Project Record Documents.

1.03 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit one set of marked-up Record Prints. Prime Consultant will initial and date each plot and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Prime Consultant will return plots and prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit one set of marked-up Record Prints and print each Drawing, whether or not changes and additional information were recorded.
 - i. E-mail: PDF formats
 - c. Record Specifications: Submit one electronic copy of Project's Specifications, including addenda and contract modifications.

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS

- A. Record Prints: Maintain one set of black-line prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Accurately record information in an understandable drawing technique.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Prime Consultant's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.

- n. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- 1. Record Prints: Organize Record Prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Contractor.

2.02 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
- 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.03 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders. Record Specifications, and Record Drawings where applicable.

2.04 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Prime Consultant's and Owner's reference during normal working hours.

END OF SECTION

DIVISION 2 – SITE CONSTRUCTION

SECTION 02210 – CLEARING AND GRUBBING OF SITE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Removal and disposal of all grass, bushes, growth, roots, rubbish, debris, and other objectionable materials from the area of the site.

1.02 SUBMITTALS (NOT USED)

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PRESERVATION OF PROPERTY

- A. Trees, planting and existing facilities which are to remain are indicated on the drawings and every precaution shall be taken to prevent injury to such growth as well as adjacent property line of the project site.

3.02 CLEARING

- A. The natural ground within the limits of the property lines shall be cleared of all vegetable growth such as grass, stumps, logs, brush, and rubbish. It shall include removing lumber, trash piles, and other obstructions interfering with the proposed work.

3.03 GRUBBING

- A. The area below the natural ground, within the limits of the grading of the work indicated on the grading plans shall be grubbed of all stumps, roots, buried logs, decayed vegetable matter, and other objectionable materials. No objectionable materials shall be permitted to remain under any of the fill areas.

3.04 REMOVAL AND DISPOSAL OF MATERIAL

- A. The wood of removed trees and other debris shall become the property of the Contractor and shall remove from the site. All other materials cleared or grubbed shall be hauled away from the site and disposed of by the Contractor. No burning to dispose of this material will be permitted, except with written permission of the WHFD AND/OR PROJECT MANAGER and the Fire Department. No materials shall be dumped on private or public property without proper authority.

END OF SECTION

SECTION 02220 – DEMOLITION AND REMOVAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The work includes removal of all construction indicated or specified. All materials resulting from removal work, except as indicated or specified otherwise, must become the property of the Contractor and must be removed from the limits of State property. Remove rubbish and debris from the jobsite daily, unless otherwise directed; do not allow accumulations around jobsite. Provide warning signs, lights, barricades, etc., as required or as directed by the WHFD AND/OR PROJECT MANAGER.
- B. Related Sections include the following:
 - 1. SECTION 01100 – SUMMARY OF WORK for use of premises and work restrictions.

1.02 EXPLOSIVES

- A. Use of explosives will not be permitted.

1.03 BURNING

- A. Burning will not be permitted, except for welding and hot work. Prior to any welding and hot work, the Contractor must obtain approval from the WHFD AND/OR PROJECT MANAGER.

1.04 SITE CONDITIONS

- A. The Contractor must visit the site, examine and note all existing conditions and extent of work involved for the completion of the demolition, removal work, and site preparation.
- B. Obvious conditions of the existing premises on the date of bid opening must be accepted as part of the work, even though they may not be indicated on the drawings or may vary there from.

1.05 TEMPORARY TRAFFIC CONTROL

- A. Prior to the start of construction, the Contractor must coordinate with the WHFD AND/OR PROJECT MANAGER to set up temporary traffic control measures, barricades and signage to direct traffic away from the project (parking lot area) during construction. A coordination meeting must be done not less than 3 weeks prior to the start of work. A temporary traffic control plan must be prepared by the Contractor and must be approved by the WHFD AND/OR PROJECT MANAGER prior to on-site work.

1.06 PROTECTION

- A. Safety: At a minimum, a physical barricade with warning signs must be maintained at all work areas. Where and when deemed necessary by the WHFD AND/OR PROJECT MANAGER, removal work area must be additionally demarcated, flagged and cordoned off. Contractor must be responsible to maintain safe conditions including verbally notifying all personnel of impending health and safety hazards that may occur during the removal work.
- B. Selected clearing and removal, sheltering, or relocation of existing trees as indicated, including root removal, with pruning of existing trees to remain or be relocated. Removal of trees that have been damaged beyond repair, as determined by the WHFD AND/OR PROJECT MANAGER, and replacement of trees removed that were identified to remain, shall be done at no cost to the Owner. Coordinate trades to prevent damage or dumping of deleterious materials adjacent to or near any tree identified to remain.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 EXISTING CONDITIONS

- A. 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.

The failure or omission of the Contractor to visit the site and be acquainted with the existing conditions shall in no way relieve the Contractor from obligations with respect to its bid or to the Contract.

- B. The words "supervision," "inspection" or "control" shall mean periodic observation of the work (and the taking of soil tests as deemed necessary) by the Soils Engineer for substantial compliance with plans, specifications and design concepts.

3.02 EXISTING UTILITIES

- A. Existing underground lines shown on the Drawings are from the best possible information available. Verify all utility line locations prior to the start of any work.

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, or telephone); therefore, exercise extreme caution during demolition and like work. Should any such lines be encountered, written notice shall be given to WHFD AND/OR PROJECT MANAGER, and no further work in the area shall proceed until adequate investigation has been made, the line identified, and instructions are issued as to how to proceed.

The Contractor shall be liable for any and all damages associated with its activities which may disrupt services as a result of any utility line damage.

3.03 PROTECTION OF PROPERTY

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

3.04 PROTECTION OF UTILITIES

- A. 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 WHFD AND/OR PROJECT MANAGER and/or affected utility company of any damage to such utility or work caused by work under this Contract.

3.05 PROTECTION OF PLANT MATERIALS TO REMAIN

- A. Carefully protect existing shrubs, plants and trees within the areas of work and site access during the course of the construction period.
- B. Contractor shall 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.

- C. Store no material within the drip line of trees to remain. Roots of trees to remain shall be protected from equipment, traffic and other activities that may cause damage to them.

3.06 PAVEMENT DEMOLITION

- D. Remove from site all pavement as indicated.

Provide a break line for removal of paving by machine saw-cutting the existing pavement. The depth of the saw cut shall be as required to produce a uniform break line both vertically and horizontally.

Remove paving so as to prevent spalling, cracking or other damage to adjacent paving which is to remain. The Contractor shall at his expense remove and replace damaged pavement outside the limits of removal.

Reuse of demolished concrete or asphalt paving as rubble fill shall not be permitted

3.07 CLEARING AND PRUNING OF EXISTING TREES

- A. Remove, shelter, or relocate existing trees and plants as indicated. Make all arrangements for proper off-site disposal for removed plant materials. Plant materials to be reused in the new work must be stored until re-planting or relocated in their new area as indicated.

Roots of removed and relocated trees and plants whose diameter is 2 inches or greater must be grubbed to a depth of 12 inches below existing grade. Care must be taken not to damage roots of trees and shrubs to remain or to be relocated.

Vegetation and other organic debris material must be stripped to the depth below existing grade required for its complete removal. Properly dispose of such material off-site. Chipping, shredding or other processing of removed trees and vegetation shall not be permitted on-site.

Pruning of trees must be done when six inches or larger diameter roots are cut and removed. The tree canopy shall be reduced by 25 percent. Removal of branches shall be done to evenly reshape the canopy and to admit sunlight and air circulation to promote better growth. Dead, insect infested, dry, drooping or broken branches and those that turn back toward the center of the tree shall be removed. Tree pruning must be done only by a licensed contractor trained in tree trimming.

Roots encountered within the limits of work from adjacent trees indicated to remain in place must be cut and removed to a depth 12 inches below the subgrade.

Replace excavation with approved base course in the future building or paved areas, and with suitable excavated material in all other areas. Prune trees as herein specified.

3.08 EXISTING FACILITIES TO BE REMOVED

- A. All work must be executed in an orderly and careful manner with due consideration for all items to remain. All work must be as indicated and as required to complete the removal work.

3.09 REPAIR WORK

- A. Where exposed existing work is damaged or left unfinished by the removal work, the resultant exposed unfinished surfaces must be repaired, patched, filled or finished to match the adjoining existing surfaces. Existing work at the completion of operations must be left in a condition as good as existed before the new work started. Where the method of repair work is not indicated or specified, the Contractor must perform the repair work in accordance with the best recognized workmanlike procedure for the surrounding construction involved.

3.10 DISPOSITION OF MATERIAL

- A. All materials resulting from removal work, except for salvageable materials to be removed and installed, must become the property of the Contractor and must be legally disposed at a DOH approved disposal facility, removed from the limits of the State property at the Contractor's expense.

3.11 DEBRIS CONTROL

- A. All debris existing or accumulated from the demolition operation must be completely and promptly removed from the site by the Contractor in a manner that will prevent spillage on streets or adjacent areas and to the satisfaction of the WHFD AND/OR PROJECT MANAGER. Burning or burying of debris on the site will not be permitted. Local regulations regarding hauling and disposal must be complied with.

3.12 LIMIT OF WORK

- A. The Contractor is expected to confine all of his construction activities within the demarcated work area and not spread his equipment and materials indiscriminately about the school area.

END OF SECTION

SECTION 02300 – EARTHWORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Provide earthwork for fill in landscape areas as indicated in the plans and as specified herein.

1.02 REFERENCES

- A. All works shall be in accordance with the soils Report: Geotechnical Engineering Exploration Kona Community Hospital Parking Improvements Kona, Island of Hawaii dated February 21, 2024 prepared by Geolabs, Inc.
- B. "HAWAII STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND PUBLIC WORKS CONSTRUCTION" dated 2005, except as amended in the drawings and specifications herewith.
- C. ASTM D 2487 - Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- D. ADA Accessibility Guidelines, AADAG 303 & 405.2

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Soil Material: Provide materials free of environmental contaminants, debris, roots, wood, scrap material, vegetable matter, refuse, soft unsound particles, deleterious or objectionable materials, and stones not larger than 6 inches in maximum dimension. Use excavated materials from the site for the work indicated when material falls within the requirements specified herein.
- B. Backfill: Structural fill materials that shall be well-graded from coarse to fine with particles no larger than 6 inches in the largest dimension and should contain between 10 and 30 percent of particles passing the 200 sieve. The material should have a laboratory CBR value of 20 or more and should have a minimum swell of 1 percent or less when tested in accordance with ASTM D1883., and free from environmental contaminants, roots and other organic matter, trash, debris,

PART 3 – EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Identify known underground, above ground, and aerial utilities. Stake and flag locations.
- C. Protect above and below grade utilities which are to remain.
- D. Protect trees, plant life, lawns, and other features remaining as a portion of final landscaping.

3.02 EXCAVATION

- A. Excavation will be unclassified regardless of the nature of material encountered. The Contractor must excavate all materials regardless of hardness to the lines and grades as required.
- B. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- C. Hand trim excavation. Remove loose matter.
- D. Notify WHFD AND/OR PROJECT MANAGER of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- E. Correct unauthorized excavation at no extra cost to the Owner.
- F. When required, stockpile excavated material in areas approved by the WHFD AND/OR PROJECT MANAGER and remove excess material not being reused from site.
- G. Ground surfaces along accessible routes must comply with ADAAG 303. Changes in level up to 1/4 inch may be vertical and without edge treatment. Changes in level between 1/4 and 1/2 inch must be beveled with a slope no greater than 1:2. Changes in level greater than 1/2 inch must be accomplished by means of a ramp that complies with ADAAG 405.2.
- H. BACKFILL: Place backfill in loose lifts not exceeding 12 inches. Compact each lift as specified herein before placing overlaying lift. Compaction must be accomplished continuously over the entire area. Sufficient passes must be made to ensure that the specified percentages of compaction specified herein are obtained.

- I. COMPACTION: Compact each layer or lift of materials to 95 percent of maximum density in accordance with ASTM D 1557.
- J. RESTORATION: All disturbed work, including grassing, plantings, and pavements, must be restored to their original condition or better. Replacement materials must be subject to the approval of the WHFD AND/OR PROJECT MANAGER. All remaining work that will be exposed must have all damaged, unfinished areas, or defects caused by the removal and preparatory work completely repaired, patched or filled in as required to match the adjoining existing surfaces.

Where the method of repair work is not indicated or specified, the Contractor must perform the repair work in accordance with the best recognized workmanlike procedure for the area and the surrounding construction involved.

END OF SECTION

SECTION 02370 – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Including detailed plans, diagrams, maps and figures, and written site-specific best management practices (BMP) plans; constructing, maintaining, and repairing temporary water pollution, dust, and erosion control measures at the project site, including local material sources, work areas and haul roads; removing and disposing hazardous wastes; control of fugitive dust (defined as uncontrolled emission of solid airborne particulate matter from any source other than combustion); and complying with applicable County, State and Federal permit conditions.
- 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 removing all silt and debris resulting from his work and deposited in drainage facilities, roadways, neighboring lands, and other areas.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Sloped Drains: Sloped drains may be constructed of pipe, fiber, mats, erosion control fabric, geotextiles, rubble, Portland cement concrete, bituminous concrete, plastic sheets, or other materials acceptable to the WHFD AND/OR PROJECT MANAGER.
- B. Mulches: Mulches must be recycled materials which include bagasse, hay, straw, wood cellulose, bark, wood chips, or other materials acceptable to the WHFD AND/OR PROJECT MANAGER. Mulches must be clean and free of noxious weeds and deleterious materials.
- C. Grass: Grass must be quick growing species such as rye grass, Italian rye grass, or cereal grasses. Grass must be suitable to the area and provide a temporary cover that will compete later with permanent cover. Alternate grasses are allowable if acceptable to the WHFD AND/OR PROJECT MANAGER.

- D. Fertilizer and Soil Conditioners: Fertilizer and soil conditioners must be a standard commercial grade acceptable to the WHFD AND/OR PROJECT MANAGER. Fertilizer must be:
1. Commercial Fertilizer: Fertilizer must be in new, clean, sealed, and properly labeled bag or containers. Fertilizer must be protected from weather after delivery to the Project.
 - a. Nitrogen, phosphoric acid, and potash (N-P-K) in percentages recommended in the Soils Analysis Report, uniform in composition, free flowing, and suitable for application.
 - b. Agri-form 21-gram plant tablet conforming to criteria in (a.) above.
 2. Manure: Manure must be from chickens, horses, or cattle. Manure must be aged three months to two years before use.
 3. Application Records: Records must be kept by the Contractor of dates of application, type of fertilizer or manure used, quantities, and areas that were covered and must be submitted to the WHFD AND/OR PROJECT MANAGER within 24 hours of application.
- E. Hydro-Mulching: Hydro-mulching used as a BMP must consist of materials as specified in 2.01B-Mulches, 2.01C-Grass, and 2.01D-Fertilizer and Soil Conditioner.
- F. Silt Fences: Silt fences must be synthetic filter fabric mounted on posts and embedded in compacted ground in accordance with contract documents, and must be in compliance with ASTM D6462, Standard Practice for Silt Installation.
- G. Berms: Berms must be of gravel or sand wrapped with geotextile materials. Alternate materials are allowable if acceptable to the WHFD AND/OR PROJECT MANAGER. Alternate materials or methods to control, prevent, remove, and dispose pollution are allowable if acceptable to the WHFD AND/OR PROJECT MANAGER.
- H. Filter Sock. The sock shall utilize an outer layer of filtration mesh, an inner layer of containment netting and be minimum 9 inches in diameter. Compost filter sock shall be Filtrex Sediment Control, Envirotech Biosolutions Biosock, or approved equal. Anchor stakes shall be manufactured from wood and shall be a minimum of 1 x 1-inch in cross section with a minimum length of 16 inches.

Use only mature compost that has no offensive odor and meets the following specifications:

Compost Specifications	
Property	Acceptable Range
pH	5.0 – 8.5
Moisture content	30 – 60%
Organic matter	25 – 65%, dry weight
Particle size	99% passing 2-inch sieve 30 to 50% passing 3/8-inch sieve Maximum length is 6-inches
Physical Contaminants	Less than 1% dry weight

- I. Alternative materials or methods to control, prevent, remove and dispose pollution are allowable if acceptable to the WHFD AND/OR PROJECT MANAGER.

PART 3 – EXECUTION

3.01 CONSTRUCTION

A. Preconstruction Requirements:

1. Water Pollution, Dust, and Erosion Control Meeting: Submit site specific BMP to the WHFD AND/OR PROJECT MANAGER. Schedule a water pollution, dust, and erosion control meeting with the WHFD AND/OR PROJECT MANAGER after site specific BMP is accepted in writing by the WHFD AND/OR PROJECT MANAGER. Meeting must be scheduled 14 days before start of construction work. Discuss sequence of work, plans and proposals for water pollution, dust and erosion control.
2. Water Pollution, Dust, and Erosion Control Submittals: Submit the following:
 - a. Written site-specific BMP describing activities to minimize water pollution and soil erosion into State waters, drainage or sewer systems. BMP must include the following:
 1. An identification of potential pollutants and their sources.
 2. A list of all materials and heavy equipment to be used during construction.
 3. Description of the methods and devices used to minimize the discharge of pollutants into State waters, drainage or sewer system.

4. Details of the procedures used for the maintenance and subsequent removal of any erosion or siltation control devices.
 5. Methods of removing and disposing hazardous wastes encountered or generated during construction.
 6. Methods of removing and disposing concrete and asphalt cement pavement cutting slurry, concrete curing water, and hydro demolition water.
 7. Spill control.
 8. Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.
 9. Methods of storing and handling of oils, paints and other products used for the project.
 10. Material storage and handling areas, and other staging areas.
 11. Concrete truck washout.
 12. Concrete waste control.
 13. Fueling and maintenance of vehicles and other equipment.
 14. Tracking of sediment offsite from project entries and exits.
 15. Litter management.
 16. Toilet facilities.
 17. Other factors that may cause water pollution, dust and erosion control.
- b. Provide plans indicating location of water pollution, dust and erosion control devices; provide plans and details of BMP's to be installed or utilized; show areas of soil disturbance in cut and fill; indicate areas used for storage of aggregate (indicate type of aggregate), asphalt cold mix, soil or waste and show areas where vegetative practices are to be implemented. Indicate intended drainage pattern on plans. Include separate drawing or each phase of construction that alters drainage patterns. Indicate approximate date when device will be installed and remove.
- c. Construction schedule

- d. Name(s) of specific individual(s) designated responsible for water pollution, dust and erosion controls on the project site. Include home and business telephone numbers, fax numbers, and e-mail addresses.
 - e. Description of fill material to be used. Date and sign BMP. Keep accepted copy on site throughout duration of the project. Revisions to the BMP must be included with original BMP. Modify contract documents to conform to revisions. Include actual date of installation and removal of BMP. Obtain written acceptance by the WHFD AND/OR PROJECT MANAGER before revising the BMP. Follow guidelines in the "Best Management Practices Manual for Construction Sites in Honolulu". In developing, installing and maintaining BMP's all projects.
- B. Construction Requirements. Do not begin work until submittals detailed in paragraph 3.01 A 2 above, are completed and accepted in writing by the WHFD AND/OR PROJECT MANAGER.

Install, maintain, monitor, repair and replace site-specific BMP measures, such as for water pollution, dust and erosion control, installation, monitoring, and operation of hydro testing activities, removal and disposal of hazardous waste indicated on plans, concrete cutting slurry, concrete curing water, or hydro demolition water.

Furnish, install rain gage in a secure location for that require NPDES permit from the Department of Health prior to field work including installation of site-specific BMP. Provide rain gage with a tolerance of at least 0.05 inches of rainfall, and an opening of at least 1-inch diameter. Install rain gage in an area that will not deter rainfall from entering the gate opening. Maintain rain gage and replace rain gage that is stolen, does not function properly or accurately, is worn out, or needs to be relocated. Do not begin field work until rain gage is installed and site-specific BMP's are in place. Address all comments received from the WHFD AND/OR PROJECT MANAGER.

Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.

Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.

Limit maximum surface area of earth material exposed at any time to 300,000 square feet. Do not expose or disturb surface of earth material (including clearing and grubbing) until BMP measures are installed accepted in writing by the WHFD AND/OR PROJECT MANAGER. Protect temporarily or permanently disturbed soil surface from rainfall impact, runoff and wind before end of workday.

Protect exposed or disturbed surface area with mulches, grass seeds or hydro mulch. Spray mulches at a rate of 2,000 pounds per acre. Add tackifier to mix at a rate of 85 pounds per acre. Apply grass seeds at a rate 125 pound per acre. For hydro mulch use the ingredients and rates required for mulches and grass seeds.

Apply fertilizer to mulches, grass seed or hydro mulch at a rate of 450 pounds per acre. Apply an additional 250 pounds per acre every 90 calendar days.

Install velocity dissipation measures when exposing erodible surfaces greater than 15 feet in height.

BMP measures must be in place and operational (such as shaping the earthwork to control and directing the runoff) at the end of workday. Shaping earthwork may include constructing earth berms along the top edges of embankments if acceptable to the WHFD AND/OR PROJECT MANAGER.

Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto the road immediately. Modify stabilized construction entrances to prevent mud from being tracked onto road. Stabilize access roads if necessary.

Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the WHFD AND/OR PROJECT MANAGER.

Provide temporary slope drains of rigid or flexible conduits to carry runoff from cuts and embankments. Provide portable flume at the entrance. Shorten or extend temporary slope drains to ensure proper function.

Protect ditches, channels, and other drainage ways leading away from cuts and always fills by either:

1. Hydro mulching the lower region of embankments in the immediate area.

2. Placing an 8- to 15-inch layer of excavated rock, if available on-site, without reducing the cross section of the drainage way. Rocks must be less than four inches in diameter.
3. Installing check dams and salutation control devices.
4. Other methods acceptable to the WHFD AND/OR PROJECT MANAGER.

Provide for controlled discharge of waters impounded, directed, or controlled by project activities or erosion control measures.

Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be source of fugitive dust.

Cleanup and remove any pollutant that can be attributed to Contractor.

Install or modify BMP measures due to change in Contractor's means and methods, or for omitted condition that should have been allowed for in the accepted site-specific BMP or a BMP that replaces an accepted site-specific BMP that is not satisfactorily performing.

Properly maintain all BMP features. Inspect, prepare a written report, and make repairs to BMP measures at following intervals:

1. Weekly during any periods.
2. Within 24 hours of any rainfall of 0.5 inch or greater which occurs in a 24-hour period.
3. Daily during periods of prolonged rainfall.
4. When existing erosion control measures are damaged or not operating properly as required by site specific BMP.

Remove, destroy, replace or relocate any BMP that must be removed, destroyed, replaced or relocated due to potential danger or damage to project or public. Maintain records of inspections of BMP work. Keep continuous records for duration of the project. Submit weekly copy of records to the WHFD AND/OR PROJECT MANAGER.

In addition to weekly reports, submit to the WHFD AND/OR PROJECT MANAGER all amounts spent initializing and maintaining BMP during previous week. Amount spent includes but is not limited to: purchases of erosion control material, construction of storage areas, and installation of water pollution, erosion and dust control measures. Submit report weekly along with site inspection report.

The Contractor's designated representative specified in sub para. 3.01 A(2)(d) must address any BMP concerns brought up by the WHFD AND/OR PROJECT MANAGER within 24 hours of notification, including weekends and holidays. Failure to satisfactorily address these concerns, WHFD AND/OR PROJECT MANAGER reserves the right to employ outside assistance or use WHFD AND/OR PROJECT MANAGER own labor force to provide necessary corrective measures. WHFD AND/OR PROJECT MANAGER will charge Contractor such incurred costs plus any associated project WHFD AND/OR PROJECT MANAGER costs. WHFD AND/OR PROJECT MANAGER will make appropriate deductions from Contractor's monthly progress estimate. Failure to apply BMP measures shall result in either or both the establishment and increase in the amount of retainage due to unsatisfactory progress or withholding of monthly progress payment. Continued failure to apply BMP measures may result in one or more of the following: assessment of liquidated damages, suspension, or cancellation of Contract with Contractor being fully responsible for all additional costs incurred by State.

- C. Protect finished and previously seeded areas from damage and from spillover materials placed in upper lifts of embankment.

Do not begin dewatering activities until DOH-CWB has issued Notice of General Permit Coverage (NGPC). Conduct dewatering operations in accordance with conditions in NGPC.

END OF SECTION

SECTION 02513 – BITUMINOUS PRIME COAT

PART 1 - GENERAL

1.01 SUMMARY

- A. This section covers the requirements for furnishing and field application of prime coat.

1.02 SUBMITTALS

- A. Submit in accordance with SECTION 01330 – SUBMITTAL PROCEDURES.
- B. Certificate of Compliance
 - 1. Conforming to the requirements of ASTM M82-75.
- C. Product Data
 - 1. Conforming to the requirements of ASTM M-82

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Bituminous Material: Bituminous material for prime coat must be a medium curing liquid asphalt, Grade MC-30, conforming to the applicable requirements of Section 702 - Bituminous Materials of the State DOT Standard Specifications. Medium curing liquid asphalt grade MC-30 will not be accepted without adequate documentation.
 - 1. The WHFD AND/OR PROJECT MANAGER reserves the right to waive any of the requirements for the MC-30 provided that its performance is not affected.

PART 3 – EXECUTION

3.01 DETAILS

- A. Immediately before applying the prime coat, the surface to be treated must be swept clean of all loose material, dirt, excess dust or other objectionable material.
 - 1. Prime coat must not be applied when the surface to be treated is appreciably damp or when weather conditions are unsuitable.

- B. The material must be uniformly applied by a vehicle, mounted, pressure operated, sprayer type distributor at an approximate rate of 0.35 gallon per square yard. The exact rate of application must be determined by the WHFD AND/OR PROJECT MANAGER. After the prime coat has penetrated the surface, deficient areas must receive additional applications and areas of excess bituminous material must be blotted with clean sand. Traffic must be kept off the prime coat until the material has been completely absorbed.
- C. Any material sprayed on adjoining improvements must be immediately cleaned off.

END OF SECTION

SECTION 02514 – BITUMINOUS TACK COAT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for furnishing and field application of bituminous tack coat.

1.02 REFERENCED SPECIFICATIONS AND STANDARDS

The following specifications and standards of the issues listed below including the amendments, addenda and errata, form a part of this specification to the extent required by the reference thereto.

- A. Standard Specifications for Public Works Construction, the Department of Public Works, County of Hawaii, September 1986, including any amendments.
- B. Standard Details for public Works Construction, the Department of Public Works, County of Hawaii, September 1984, including any amendments.

1.03 SUBMITTALS

- A. SD-07 Certificates: Certificates of Compliance for Emulsified Asphalt.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials, construction, and installations for onsite roadway construction shall conform to the applicable sections of the Standard Specifications for Public Works Construction of the Department of Public Works, County of Hawaii, September 1986, including any amendments.

Section	Description
33	Asphalt Surface Treatment

PART 3 – EXECUTION

3.01 APPLICATION

- A. Construction and installations shall conform to the applicable sections of the Standard Specifications for Public Works Construction, the Department of Public Works, County of Hawaii, September 1986, including any amendments.

END OF SECTION

SECTION 02703 – HOT MIX ASPHALT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section covers the requirements for furnishing and mixing mineral aggregate and asphalt binder at a central mixing plant, and hauling, spreading, and compacting the mixture on the approved prepared courses to the established grade and cross section shown on the drawings.

1.02 REFERENCE SPECIFICATIONS AND STANDARDS

- A. The following specifications and standards of the issues listed below including the amendments, addenda, and errata, form a part of this specification to the extent required by the reference thereto.
 - 1. Standard Specifications for Public Works Construction, the Department of Public Works, County of Hawaii, September 1986, including any amendments.
 - 2. Standard Details for public Works Construction, Department of Public Works, County of Hawaii, September 1984, including any amendments.

1.03 SUBMITTALS

- A. SD-03 Product Data: Job-mix formula for each asphalt concrete mixture.
- B. SD-06 Test Reports: Test report for each shipment lot of asphalt cement and other tests.
- C. SD-07 Certificates: Certificates of Compliance for asphalt cement.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials, construction, and installations for onsite roadway construction shall conform to the applicable sections of the Department of Public Works, County of Hawaii, September 1986, including any amendments.

Section	Description
34	Asphalt Concrete Pavement

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Construction and installations shall conform to the applicable sections of the Standard Specifications for Public Works Construction, County of Hawaii, September 1986, including any amendments.

END OF SECTION

SECTION 02704 – AGGREGATE BASE COURSE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, spreading and compacting aggregate base course on the approved prepared subgrade to the established grade and cross section shown on the drawings.

1.02 REFERENCED SPECIFICATIONS AND STANDARDS

- A. The following specifications and standards of the issues listed below including the amendments, addenda, and errata, form a part of this specification to the extent required by the reference thereto.
 - 1. Standard Specifications for public Works Construction, the Department of Public Works, County of Hawaii, September 1986, including any amendments.
 - 2. Standard Details for Public Works Construction, Department of Public Works, County of Hawaii, September 1984, including any amendments.

1.03 SUBMITTALS

- A. SD-07 Certificates: Certificates of Compliance for Aggregate Base Course.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials, construction, and installations for onsite roadway construction shall conform to the applicable sections of the Standard Specifications for Public Works Construction of the Department of Public Works, County of Hawaii, September 1986, including any amendments.

Section	Description
31	Aggregate Base Course

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Construction and installations shall conform to the applicable sections of the Standard Specifications for Public Works, County of Hawaii, September 1986, including any amendments.

END OF SECTION

SECTION 02705 – SELECT BORROW FOR SUBBASE COURSE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, spreading, and compacting aggregate subbase course on the approved prepared subgrade to the established grade and cross section shown on the drawings.

1.02 REFERENCED SPECIFICATIONS AND STANDARDS

- A. The following specifications and standards of the issues listed below including the amendments, addenda, and errata, form a part of this specification to the extent required by the reference thereto.
 - 1. Standard Specifications for Public Works Construction, the Department of Public Works, County of Hawaii, September 1986, including any amendments.
 - 2. Standard Details for Public Works Construction, Department of Public Works, County of Hawaii, September 1984, including any amendments.

1.03 SUBMITTALS

- A. SD-07 Certificates: Certificates of Compliance for Select Borrow for Subbase Course.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials, construction, and installations for onsite roadway construction shall conform to the applicable sections of the Standard Specifications for Public Works Construction of the Department of Public Works, County of Hawaii, September 1986, including any amendments.

Section	Description
30	Select Borrow for Subbase Course

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Construction and installations shall conform to the applicable sections of the Standard Specifications for Public Works, County of Hawaii, September 1986, including any amendments.

END OF SECTION

SECTION 02745 – ASPHALTIC CONCRETE OVERLAYS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section covers the furnishing and installation of asphaltic concrete overlays. Products shall match existing materials and/or shall be as follows or as directed by the WHFD AND/OR PROJECT MANAGER. Installation procedures shall be in accordance with the product manufacturer’s recommendations. Demolition and removal of materials shall be as required to support the work.

1.02 SUBMITTALS

- A. Product Data: For each Type of product indicated.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Asphalt Cement: The asphalt cement shall comply with ASTM D 946 penetration grade 85-100 requirements and shall show a negative spot when tested in compliance with ASTM T 102.
- B. Mineral Aggregates: Shall comply with ASTM D 3515 for ¾-inch maximum aggregate mix.
- C. Test Properties: The bituminous mixture shall meet the following requirements when tested in compliance with MIL-STD 620.

Stability minimum, lb.	500
Flow maximum, 1/100-in. units	20
Voids total mix, %	3-5
Voids filled with bitumen, %	75-85

PART 3 – EXECUTION

3.01 PREPARATION OF EXISTING SURFACE

- A. The Contractor shall raise and reset all structures such as man hole frames, valve boxes, drainage structures, etc., to meet the required grade. An asphalt tack coat shall be applied to all contact surfaces in advance of the asphalt concrete overlay placement. The asphalt tack coat shall be placed at an asphalt residue coverage rate of 0.05gal/sq. yd.

3.02 INSTALLTION

- A. Joints: Longitudinal joints of the overlay shall be offset at least 1 foot from existing joints. Transverse joints shall be offset at least 2 feet from existing transverse joints.
- B. All Asphalt Concrete Mixture and Pavement that are contaminated, Damaged or defective shall Be removed and replaced by the Contractor. Skin patching of rolled pavement will not be permitted.
- C. Compaction of Mixture: The asphalt concrete mixture shall be rolled until a density of not less than 95 percent and not more than 100 percent of laboratory compacted specimen is obtained.
- D. Surface Smoothness: After final rolling, the pavement surface shall not vary in excess of 1/8 inch from a 10-foot straightedge laid on the surface.

END OF SECTION

SECTION 02760 – PAVEMENT MARKINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. This section covers the requirements for furnishing and installing pavement striping and markings as shown on the drawings and as specified herein.
- B. Related Sections include the following:
 - 1. SECTION 01300 – SUBMITTALS.

1.02 REFERENCES

The latest publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- A. Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, 2009 with revisions.
- B. State of Hawaii, Department of Transportation, Highways Division (HDOT) HDOT – Standard Specifications for Road, Bridge and Public Works Construction, 2005.

1.03 SUBMITTALS

- A. Comply with provisions of Section 01300 - SUBMITTALS.
- B. Submit product data for materials, items, and others.
- C. Provide material certificates signed by manufacturer and Contractor certifying that each material item complies with or exceeds requirements.

PART 2 – GENERAL

2.01 MATERIALS

- A. Materials for Pavement Markings must be in accordance with the below-listed sections of the State of Hawaii Department of Transportation HAWAII STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND PUBLIC WORKS CONSTRUCTION dated 2005 as revised, except as amended in the plans and/or specifications herewith. (Paragraphs concerning Measurements and Payments in the sections are not applicable to this project.).

1. HAWAII STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND PUBLIC WORKS CONSTRUCTION
 - a. Pavement Markings.....Section 629
 - b. Pavement Markings Materials.....Section 755

PART 3 – GENERAL

3.01 INSTALLATION AND WORKMANSHIP

A. Installation for Pavement Markings must be in accordance with the below-listed sections of the State of Hawaii Department of Transportation HAWAII STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND PUBLIC WORKS CONSTRUCTION dated 2005 as revised, except as amended in the plans and/or specifications herewith. (Paragraphs concerning Measurements and Payments in the sections are not applicable to this project.).

1. HAWAII STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND PUBLIC WORKS CONSTRUCTION
 - a. Pavement Markings.....Section 629
 - b. Pavement Markings Materials.....Section 755

END OF SECTION

SECTION 02770 – CONCRETE SIDEWALK AND CURBS AND GUTTERS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Construction of concrete sidewalk and other walkways and curb and gutter to the established grade. The concrete sidewalks, walkways and curbs and gutter shall be cast in place on a prepared subgrade.

1.02 REFERENCED SPECIFICATIONS AND STANDARDS

- A. The following specifications and standards of the issues listed below including the amendments, addenda, and errata, form a part of this specification to the extent required by the reference thereto.
 - 1. Standard Specifications and standards of the issues listed below including the amendments, addenda and errata, form a part of this specification to the extent required by the reference thereto.
 - 2. Standard details for Public Works Construction, Department of Public Works, County of Hawaii, September 1984, including any amendments.

1.03 SUBMITTALS (NOT USED)

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials, construction, and installations for onsite roadway construction shall conform to the applicable sections of the Standard specifications for Public Works Construction of the Department of Public works, County of Hawaii, September 1986, including any amendments.

Section	Description
41	Concrete Curb and Gutter
42	Concrete Sidewalk

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Construction and installation shall conform to the applicable sections of the Standard Specifications for Public works Construction, the Department of Public Works, County of Hawaii, September 1986, including any amendments.
- B. Details shall conform to the Standard details for Public Works, County of Hawaii, September 1984, including amendments, unless shown otherwise.

END OF SECTION

SECTION 02780 – SEAL COAT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This specification covers the furnishing and installation of materials for crack sealing of bituminous pavements. Products shall match existing materials and/or shall be as follows or as directed by the WHFD AND/OR PROJECT MANAGER. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

1.02 SUBMITTALS

- A. Manufacturer's Recommendations: Where installation procedures, or any part thereof, are required to be in accordance with the manufacturer's recommendations, printed copies of these recommendations shall be submitted to the WHFD AND/OR PROJECT MANAGER. Installation of the material will not be allowed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.
- B. Schedules/Construction Equipment List. List of proposal equipment to be used in performance of construction work including descriptive data shall be submitted to the WHFD AND/OR PROJECT MANAGER.
- C. Samples: Samples of the materials (sealant, primer if required and backup material), in sufficient quantity for testing and approval shall be submitted to the WHFD AND/OR PROJECT MANAGER. No material will be allowed to be used until it has been approved.

1.03 SAFETY

- A. Joint sealant shall not be placed within 25 feet of any liquid (LOX) equipment, LOX storage, or LOX piping. Joints in this area shall be thoroughly cleaned and left unsealed.

1.04 TEST REQUIREMENTS

- A. The joint sealant and backup or separating material shall be tested for conformance with the referenced applicable material specification. Testing of the materials shall be performed in an independent laboratory and certified copies of the test reports shall be submitted and approved prior to the use of the materials at the job site. Samples will be retained by the WHFD AND/OR PROJECT MANAGER for possible future testing should the materials appear defective during or after application. Conformance with the requirements of the laboratory tests specified will not constitute final acceptance of the materials. Final acceptance will be based on the performance of the in-place materials.

1.05 EQUIPMENT

- A. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and shall be always maintained in satisfactory condition.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Liquid Asphalt: ASTM D2027, Grade MC-250.
- B. Emulsified Asphalt: ASTM D 977, Grade AS-2
- C. Sealing Compound: ASTM D 3405.
- D. Backer Rod: ASTM D 5429.
- E. Fine Aggregate: Natural sand or crusher dust having a maximum size of not more than 1/8 inch and be free of clay or organic-matter.

PART 3 – EXECUTION

3.01 PREPARATION

- A. All cracks to be sealed shall be cleaned of dirt and debris, and moisture shall be removed.
- B. Crack Cleaning Equipment shall consist of a portable air compressor with hose and nozzles for directing air directly into cracks and stiff Bristle Brooms.

- C. Heating equipment for Liquid Asphalt shall be mobile and shall be equipped with agitating device for stirring material during heating, a thermometer, regulating equipment for heat control, and gravity-type draw-off valve.
- D. All clearing, site preparation or earthwork performed on the project up to the approximate finish grade or roadway subgrades shall be conducted by the Contractor under the inspection of the Soils Engineer.
- E. Heating equipment for Sealing Compound: Unless otherwise required by the manufacturer's recommendations, the equipment shall be mobile and shall consist of double-boiler, agitator- type kettles with oil medium in the outer space for heat transfer. The applicator unit shall be so designed that the sealant will circulate through the delivery hose and return to the inner kettle when not sealing cracks.
- F. Application Equipment shall have a spout or nozzle of such size that the sealing material will be placed in the cracks without entrapping air in the cracks or spreading material on adjacent pavement surface.

3.02 INSTALLATION

- A. Backer Rod: Install backer rod in accordance with manufacturer's instructions where required under sealing compound.
- B. Sealing Compound: All cracks 1/8 inch wide and wider shall be sealed. The application temperature for sealing compound shall comply with ASTM C 1193. Cracks 1/2 inch wide and wider shall be filled with a slurry of fine sand and emulsified asphalt or liquid asphalt. After the slurry has cured, cracks shall be sealed with liquid asphalt or emulsified asphalt and lightly sanded.
- C. Liquid and Emulsified Asphalt Sealer: The temperature shall be varied so that it flows freely into cracks and completely fill cracks without entrapping air. Cracks shall be free of moisture before filling and shall be filled slightly above the pavement surface. When excess sealer has been removed, the sealer shall be covered with fine sand.
- D. Traffic Control: Traffic will not be permitted over sealed cracks until the sealer has cooled so that it is not picked up by vehicle tires. The Contractor will be responsible for all barricades and flagmen necessary to control traffic.

END OF SECTION

SECTION 02900 LANDSCAPE PLANTING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Work Included: Provide planting work complete, including:
 - 1. Imported soil.
 - 2. Pre-planting weed control.
 - 3. Soil preparation and conditioning.
 - 4. Plant materials.
 - 5. Planting operations.
 - 6. Maintenance.
 - 7. Warranty.

- B. Plant Material Quantities: Provide sufficient quantities of plant materials needed to complete the work as indicated on the Drawings. Quantities indicated on the Plant List are approximate only. The unit price list reflects the approximate quantities the Officer-In-Charge has established for the work, subject to availability. These quantities may vary.

- C. Adjustments to Contract Sum for Imported Soil: Contract Sum includes the cost of all labor and equipment required to test, place, amend, fine grade, and maintain the imported planting soil with the quantity, materials, amendments, and fertilizer as indicated on the Drawings, per soil test, and specified herein.

- D. Utilities: Unless otherwise indicated, sufficient water will be available at no expense for work specified in this section.

- E. Fees and Permits: Provide for all inspections and permits required by Federal, State, and local authorities in furnishing, transporting, and installing materials.

1.02 REFERENCES

- A. Grades and Standards: Grades and Standards for Container-grown Landscape Plants prepared by Landscape Industry Council of Hawaii.

- B. Soil Chemistry Testing: US Department of Agriculture Handbook #60, Diagnosis and Improvement of Saline and Alkali Soils, 1954. (USDA #60)

- C. Nomenclature: In Gardens of Hawaii by Marie C. Neal, or generally accepted in the local nursery trade.

1.03 SUBMITTALS

- A. Submit duplicate samples and certificates for the following items:
 - 1. Soil Amendments: Samples and manufacturer's certificates.
 - 2. Fertilizers: Manufacturer's certificate.
 - 3. Material certificates for material delivered to the site, both in containers and in bulk. State source, quantity or weight, type and analysis, and date of delivery.

- B. Imported Soil: After the Contract is awarded, submit documentation on the source of imported soil. Submit test results on imported soil and proposed schedule of fertilizers.
- C. Substitutions: If any plant specified is not obtainable, submit a written substitution request. Present either a different size of the same species or a similar alternate species with the proposed adjustments to the Contract Sum for each.
- D. Substitutions of plant materials will not be permitted unless authorized in writing by Officer-In-Charge.
- E. Construction Schedule: At the pre-construction meeting, provide a written projected planting schedule noting the estimated completion date, number of working days required and any special coordination requirements.

1.04 QUALITY ASSURANCE

- A. Inspection: Right of inspection for approval or rejection is reserved at the place of growth or on the project site at any time. Plants will be inspected for size, variety, condition, defects, or injury.
- B. Codes and Standards: Perform work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work.
- C. Pre-Installation Meeting: Prior to commencing work, meet with the Owner or the Owner's representative and all other concerned parties on the site to review project conditions and the work required by this section. Request this meeting in writing five (5) working days prior to desired meeting time.

1.05 DELIVERY AND STORAGE

- A. Deliver manufactured materials in original containers with brand and manufacturer's name clearly indicated. Materials in broken containers or showing evidence of damage will be rejected and must be immediately removed from the Project Site. Do not bring odorous materials to the site until they are to be used.
- B. Protect plants in transit and after delivery to the site. Plants in broken containers and plants with broken branches or injured trunks will be rejected. Remove rejected material from the site immediately.

1.06 PROJECT CONDITIONS

- A. Underground Utilities and Obstructions:
 - 1. Verify the location of all underground utilities and other obstructions that may affect the work.
 - 2. Report any obstructions encountered to the Officer-In-Charge.
 - 3. Repair all damage to any known utility line or other underground obstruction. Report damage to any unrecorded utilities to the Officer-In-Charge.

4. Notify the Officer-In-Charge in writing of any other underground obstructions, either geological or manmade, encountered that may affect the work. Include a cost proposal for the correction of the problem for approval before proceeding with work.
- B. Clean Up: Keep all areas of work clean, neat and orderly at all times during the period of Contract. Clean all construction areas at the end of each day.

1.07 WARRANTY

- A. Plant Material:
1. Warrant in writing plant materials furnished or relocated (25 gal. or larger) for a period of one (1) calendar year; lawn and container plants up to 15 gal. size, for ninety (90) days from the date of final acceptance against improper installation and defective, unsound, or diseased conditions that may appear.
 2. The Contractor, in protecting his own interest, is obligated to periodically check work areas during this warranty period to insure proper maintenance procedures are being implemented. In case of negligent or improper maintenance, the Contractor shall state in writing to the Owner and the Officer-In-Charge his observation and recommendations. All claims not in writing will not be considered.
 3. Upon receipt of written notice from the Officer-In-Charge of the death of any warranted plant materials during the warranty period, promptly replace the subject plant materials with same species as originally planted and of a size closely approximating the size of the plant if normal growth had occurred since the original planting. Replaced materials are subject to all contract requirements.
 4. When plants are replaced, advise the Owner in writing of the necessary establishment maintenance which must be performed.
 5. Expense of replacement shall be borne by the Contractor if replacement is necessary through no fault of the Owner during the maintenance period.
 6. The Contractor shall not be held liable for loss of plant materials due to vandalism, acts of God, accident, or damages by others.
- B. Special Warranty: Warrant all plant materials furnished as to the species, hybrid, flower color, or variety specified.
- C. Liability: The liability under the warranty includes the repair of damage to the work of other contractors, or damage to the Owner's property caused by the failure of the work of this section. All requirements of this section apply to work performed to satisfy the requirements of the warranty.

PART 2 - PRODUCTS

2.01 IMPORTED SOIL

- A. General:
1. Texture: As near as practical to the native subgrade texture.

2. Nutrients: Provide imported soil with sufficient quantities of available nitrogen, phosphorus, potassium, calcium and magnesium to support normal plant growth or amendable to support normal plant growth in accordance to the soil analysis recommendations.

B. Physical Properties: Designation: Sandy loam or loamy sand; USDA classification of fraction passing sieves:

Class	Particle Size Range	Maximum Percentage	Minimum Percentage
Coarse Sand	0.5 - 2.0 mm	15	0
Silt plus Clay	<0.05 mm	50	15
Gravel	2 - 13 mm	20	0
Rock	1/2 - 1 inch	10% by volume	Organic

- C. Chemistry: Comply with USDA #60 for the following:
- Salinity: Saturation Extract Conductivity (ECe) of less than 3.0 Millimhos per cm at 25 degrees C.
 - Sodium: Sodium Absorption Rate (SAR) of less than 1.0 ppm.
 - Boron: Saturation Extraction Concentration of less than 1.0 ppm.
 - Reaction: pH of saturated paste: 5.5 - 7.5.

2.02 SOIL AMENDMENTS

- A. Chemical Fertilizers:
1. N-P-K as recommended by soil analysis, uniform in composition, free-flowing and suitable for application with approved equipment.
 2. Plant Tablet: Agriform 21 gram tablet or acceptable substitute.
- B. Organic Soil Conditioner:
1. Burnt Bagasse, shredded mulch, or other acceptable equal organic matters.
 2. Redwood Shavings: Nitrogen stabilized and passing through a 1/2 inch screen.

2.03 PLANT MATERIAL

- A. General: Comply with nomenclature, grades, and standards indicated in Contract Documents.
- B. Provide trees, shrubs, vines, and ground covers with a normal habit of growth; sound, healthy, vigorous, and free from disease and insect infestations.
- C. Trees and Shrubs:
1. General: Comply with minimum measurements indicated on the Plant List. Measure trees and shrubs after pruning, with branches in normal positions. Plants that meet the measurements specified, but do not possess a normal configuration or balance of height and spread will be rejected.
 2. Caliper Measurement: Container-grown Materials 4 Inches or Less in Caliper: Measure at a point on the trunk 6 inches above natural ground line.

3. Container-grown Materials More than 4 Inches in Caliper: Measure at a point 12 inches above the natural ground line.
 4. Field Stock Materials: Measure 4-1/2 feet above the natural ground line.
 5. Trees: Straight and uniform shape without damage unless a unique or special character is specified.
 6. Container-Grown Material: Provide material grown in containers of the size stated on Drawings, with sufficient roots to hold the root ball together after removal from containers without being rootbound.
 7. Specimen, Field Grown, and Field Stock Palms and Trees: Provide with a rootball or roots of sufficient size to support the plant's recovery from transplanting. Palms and trees delivered with small or inadequate root balls will be rejected.
- D. Grass sod: Grass shall be cut with a full 3/4" heavy clay soil covering no more than 24 hours prior to planting and be maintained in a moist condition from the time of harvest until planted. Grass sod shall have a healthy and dense root system and be free from noxious weeds. Sod which has become discolored will be rejected and removed from site. Grass sod types are as specified on the plans.

2.04 MISCELLANEOUS MATERIALS

- A. Water: Potable.
- B. Herbicides and Weed Control:
 1. Pre-Planting Herbicide: Herbicide must not contain glyphosate or glufosinate-ammonium as active ingredients. Acceptable products include Avenger, containing d-Limonene as its active ingredient; Homeplate, which uses caprylic acid; and BurnOut, which uses citric acid; or approved substitute.
- C. Pre-Emergent Weed Control: Ronstar-G, Treflan, Eptam, Vegitex or acceptable substitute. Verify compatibility with proposed plant list.
- D. Tree Stakes: 2 inches by 2 inches by 8 feet rough construction grade redwood, or eucalyptus with no paint or stain, or acceptable substitute.
- E. Hose and Wire Ties: 1/2-inch diameter hose with Number 12 gage galvanized iron wire, or acceptable substitute.
- F. Guy Wire:
 1. Number 12 gage galvanized iron wire for 15 and 25 gallon trees or palms
 2. Number 9 gage galvanized iron for field grown trees or palms
- G. Anchors:
 1. Number 4 steel reinforcing bars, 24 inches minimum length for 15 and 25 gallon trees, or acceptable substitute.

2. Number 7 steel reinforcing bars, 36 inches minimum length for larger trees, or acceptable substitute.
- H. Recycled Plastic Edger: "Epic Plastics – Benda Board" flexible 6 inches recycled plastic bed divider or acceptable substitutes.
- I. Marker: Plastic surveyor tape. Bright color, minimum 18 inches long. Use same color throughout project.
- J. Sand: Natural or man-made sand, size from number 16 to number 100, free from debris.

2.05 SOURCE QUALITY CONTROL

- A. Soil Analysis for Imported Soil:
1. Take representative soil samples from the proposed source area. Submit samples to approved soil laboratory for analysis for required fertilizers.
 2. Clearly label samples with the project name, date of sampling, sample numbers, and source on site.
 3. Perform tests on each individual sample unit for conformance to the specifications, pH, soil fertility, and salinity.
 4. Provide a written analysis on each individual sample as well as fertility recommendations or corrective measures, if required, to provide the specified plant material a healthy growing medium.
- B. Selection, Tagging and Ordering Plant Material:
1. Plants are subject to inspection by Officer-In-Charge at place of growth and after deliver. Plants which do not conform to the requirements of the Contract Documents may be rejected.
 2. Submit a request for inspection and documentation to Officer-In-Charge not less than one month prior to start of work under this Section that all plant materials have been ordered.
 3. Plants identified as specimen, field grown, field stock, and all palms with a trunk greater than 10 feet may be inspected at place of growth.
- C. Stock:
1. Grow for at least 6 months, but no longer than 2 years in the delivery containers.
 2. Root bound plants are not acceptable, nor are plants with cracked or broken root balls. Remove such material from the site and replace with acceptable plant material.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Inspect and accept the condition of the site relative to this Section before commencing with the work required in this section. If not acceptable, notify the Officer-In-Charge in writing.
- B. By proceeding with the work required in this section, the Contractor accepts site conditions.

3.02 PREPARATION

- A. Protection:
 - 1. Provide necessary safeguards and exercise caution against damage or defacement of existing site improvements. Prevent vehicles of any kind from passing over sidewalks, curbs, etc., unless adequate protection is provided. Do not store materials or equipment, or operate equipment near or under the branches of any existing plants that are to remain, except as actually required for construction in those areas.
 - 2. Be responsible for damage resulting from landscape planting operations. Repair damage to return the area to the previous condition at Contractor's expense.
- B. Clearing:
 - 1. Clear all planting areas of existing vegetation not specified to remain and all other debris and foreign material considered a hindrance to planting operations and/or unsightly in appearance.
 - 2. Maintain previously established grades and swales.
- C. Pre-Planting Weed Control:
 - 1. Apply pre-planting herbicides to all visible weeds, before and after soil placement.
 - 2. Protect all existing plants from damage.
- D. Imported Soil: Provide an even 6 inches layer (after settlement) of imported soil over all planting areas. All planting areas will be left at sub-grade.
- E. Soil Preparation:
 - 1. Uniformly distribute 1 inch organic soil conditioner and apply fertilizer specified by the soil analysis over all planting areas as noted on the Drawings.
 - 2. Roto-till the top 6 inches of compacted soil area adjacent to the highway and all planting areas to evenly incorporate the amendments in the soil.
 - 3. At the Contractor's option, soil amendment and fertilizer can be pre-mixed with the imported soil prior to installation.

- F. Finish Grading of Planting Areas:
1. Adjust finish grading with imported soil or sand as necessary. Grade planting areas smooth and even on a uniform plane, with no abrupt changes or pockets. Slope away from all buildings.
 2. Verify the surface drainage of all planting areas, and notify the Officer-In-Charge of any discrepancies, obstructions, or other conditions considered detrimental to proper execution of the work. Maintain lateral drainage in ditch adjacent to the highway.
 3. After initial settlement the planting surface shall be lower than adjacent walks, curbs, and edgers:
 - a. St. Augustine Grass: 1/4 inch to 1/2 inch.
 - b. Shrubs and Ground Covers: 1 inch to 1-1/2 inches.
 4. Immediately prior to planting operations, clean all planting areas of weeds, debris, rocks over 1 inch in diameter, and clumps of earth that will not break up.

3.03 PLANTING OPERATIONS

- A. Soil and Drainage Conditions:
1. Notify Officer-In-Charge in writing of all soil or drainage conditions encountered during planting operations which the Contractor considers detrimental to growth of plant material. Include a cost proposal for the correction of the problem for approval before proceeding with work.
 2. If drainage conditions of plant pits appear unsatisfactory, test drainage by filling with water. Conditions permitting the retention of water in planting pit for an excessive period of time shall be brought to the attention of Officer-In-Charge.
- B. Handling Plants:
1. Handle plants in a manner to avoid any damage to the plant.
 2. Notify Officer-In-Charge in writing where environmental or planting conditions are adverse to installation per normal industry practice.
 3. Protect plants at all times from sun or drying winds. Plants that cannot be planted immediately on delivery shall be kept in the shade, well protected, and adequately watered.
 4. Plant specimen, field grown and field stock palms and trees not later than 24 hours after they are delivered to the site.
- C. Trees and Shrubs:
1. Plant Pits: Install trees and shrubs in pits with 1-1/2 the diameter and the same depth of the root ball or container. Use of tree spades in planting operations is acceptable.
 2. Setting Container and Larger Plants: Set plants set with the soil level, even with the finish grade, and planted to give the best appearance in relationship to adjacent structures or surroundings.

3. Use appropriate excavated material to continue filling plant pits. Set plant plumb and brace rigidly in position until material has been tamped solidly around root ball. When 3/4 of the pit is backfilled, water thoroughly, saturating the root ball.
4. Evenly distribute planting tablets or comparable fertilizer in accordance with manufacturer's instructions. Continue filling pit to finish grade with backfill mix.
5. When the plant pit is filled, form saucer berm around plants as necessary or as noted on details.
6. Water all plants immediately after planting.
Staking and Guying: Immediately after planting, stake all trees as detailed. At Contractor's option, staking or guying may be omitted. However, Contractor retains all liability for failure of plant materials.

D. Grass Sodding:

1. The Contractor shall flag locations of existing underground components or equipment, including sprinkler heads and valve boxes, in order to prevent damage. Fertilize areas to be sodded at the rate of ½ to 1 lb. N per 1000 square feet, or label requirement. Place sod on moist, but not muddy, soil.
2. Lay sod with staggered joints and with seams tightly fitted together. When laying sod adjacent to existing turf, the Contractor shall maintain a smooth transition, with no overlap or visible edges.
3. Water thoroughly after laying sod. Sod shall be stapled on sloped areas where required as designated on plans.
4. Roll sod after laying with a 200 lb. hand roller. Roll in crossed directions. Repeat rolling operation two days after laying. Use of mechanical rollers must be approved by Officer-in-charge.
5. Sod which is discolored or dehydrated will be rejected and replaced at no cost to the Owner.

- E. Irrigation: Apply water following mulching in such quantities as to moisten the soil and mulch, and to insure proper growth, yet prevent erosion damage to the planted areas.

3.04 PRE-MAINTENANCE INSPECTION AND FINAL INSPECTION

- A. Conduct the Pre-Maintenance Inspection at the completion of all landscape planting operations or phased landscape planting operation, and prior to the beginning of the formal maintenance period.
- B. Conduct the Final Inspection at the completion of the Formal Maintenance period.
- C. Request these inspections of the Officer-In-Charge five (5) working days prior to the completion of work in order that a mutually agreeable time for inspection may be arranged. Such request shall be responded to and scheduled within five working days.

- D. The Officer-In-Charge, Contractor, and Owner, or their representatives, shall be present at the Inspection.
- E. At the time of inspection, have all landscaped areas a minimum of 90 percent free of weeds, dead leaves and trash, neatly cultivated and raked with all stakes, guys and plant basins in good order. At the Final Inspection, cut lawns to be neat and presentable.
- F. After the Pre-Maintenance Inspection, if the Officer-In-Charge and the Owner are of the opinion that all work has been performed in accordance with contract requirements, written notice of preliminary acceptance will be given. This report will note any items which must be corrected, and state the date of commencement and completion of the formal maintenance period.
- G. After the Final Inspection, if the Officer-In-Charge and the Owner or his representative are of the opinion that all work has been performed in accordance with contract requirements, written notice of acceptance and completion of the Project will be given. If all or certain portions of the work do not comply with contract requirements, a reasonable amount will be retained and the final payment and the formal maintenance period for the unaccepted work and any related items shall be extended at no cost to the Owner until the defects in the work have been corrected and the work is accepted by the Officer-In-Charge and the Owner.

3.05 PROTECTION AND MAINTENANCE

- A. General: Maintain all plants and planted areas in optimum growing condition and appearance.
- B. Begin maintenance with the delivery of the first plant materials to the site and continue 90 days after commencement of the Formal Maintenance Period or until the approval of the Final Inspection. Care of plant materials during installation is not considered part of the Formal Maintenance Period.
- C. Maintenance includes:
 - 1. Protection: The Contractor, at his option, may set up barricades to keep traffic out of newly planted areas, as needed and where safety allows.
 - 2. Irrigation: Irrigate planting areas as required to insure active growth keeping areas moist but not saturated. Regulate irrigation as necessary to avoid erosion and gullyng.
 - 3. Fertilizing: Fertilize as needed in accordance with the manufacturer's recommendations. Exercise proper caution and take measures necessary to avoid plant burn.
 - 4. Weed Control: Keep planting areas a minimum of 90 percent free of weeds and undesirable grasses through daily weeding if required. Remove the entire root system. Dispose of all weeds in appropriate trash containers. Approved methods of chemical weed control may be implemented at the Contractor's option.

5. Disease and Insect Damage: Inspect all plants, including lawn, for disease or insect damage weekly. Treat affected material immediately. Remove damaged or diseased growth from trees and shrubs.
6. Dead or Dying Plant Materials: Immediately remove any plants not in a vigorous thriving condition. Replacement shall be the same species and size as originally planted.
7. Guys and Stakes: Restake, tighten, repair guys, and reset to proper grades or upright position any plants that are not in their proper growing position.
8. Ground Covers and Lawns: Mow lawn to appropriate height.
9. As it becomes evident that certain sodded lawns have not uniformly or properly established, replant the areas immediately with the same plants and quantity as specified for the initial planting and maintain as specified for 90 percent coverage of healthy, actively growing grass and ground covers for approval during the final inspection.

END OF SECTION

SECTION 02964 – COLD PLANING OF EXISTING AC PAVEMENT

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. Contracts and Special Provisions preceding these specifications shall govern this

1.02 DESCRIPTION

- A. This section describes removing existing asphalt concrete pavement by a cold planning process.

1.03 WORK INCLUDED

- A. Accomplish all cold planing of existing asphalt concrete pavement, removal, and related work indicated on or required by the drawings, and as specified herein.
- B. Work shall include, but not be limited to the following:
 - 1. Cold planing of existing asphalt concrete pavement.
 - 2. Clearing, cleaning and disposing of all debris, rubbish, and junk.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 CONSTRUCTION

- A. Equipment. Use self-propelled cold planing machine capable of removing pavement to depth and cross slope as indicated on the drawings, without tearing or gouging underlying surface to remain and without contaminating milled pavement with underlying base coarse material.
 - 1. Equip machine with cutting drum capable of producing a uniform surface finish. Enclose cutting drum in shroud to prevent discharge of loosened material into adjacent work areas. As standard equipment, provide dust suppression system, storage tanks with adequate water, and high-pressure spray bar with spray nozzles. Provide machine capable of cutting crown and depth by tilting drum axis and equipped with guidance system that controls transverse slope and longitudinal profile, matches adjacent pavements, and controls depth of cut.

2. Where cold planing is required to improve existing pavement profile for subsequent resurfacing, set guidance system grade sensor on string line or mobile reference. If mobile reference is used, provide 30-foot minimum length of mobile reference to provide average elevation variations.
- B. Planed Surface and Removed Materials. Cold plane surface to remove pavement and to eliminate high spots and surface irregularities for roadway resurfacing. Remove thickness of existing pavement to depth indicated on the drawings.
1. Adjust machine blades to avoid damaging existing items that are to remain. Remove and replace or reconstruct items damaged by planing operations.
 2. For roadways open to traffic, cold plane each day across full width of traffic lane to avoid longitudinal pavement drop-offs between passes. At end of each day's production, construct tapered transitions along longitudinal and transverse pavement drop-offs. Use maximum slopes of 6:1 for longitudinal and 48:1 for transverse tapered transitions. Limit drop-off depth to maximum of 3 inches. Remove transition material before resurfacing.
 3. Provide for drainage of cold planed surface and adjacent pavement. Perform this operation on the same day as cold planning.
 4. Finish surface shall be suitable for maintaining traffic. Except at crown areas, limit surface deviations to a maximum of 3/8 inches, measured along 10-foot straight edge laid longitudinally and transversely.
 5. Minimize dust escaping from cold planning operations and contain or remove runoff water used for dust control.
 6. Cold plane surface no more than three calendar days prior to placement of resurfacing material. Do not expose cold plane surface to public traffic for more than three calendar days.

END OF SECTION

DIVISION 3 – CONCRETE

SECTION 03300 – MISCELLANEOUS CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

- A. Requirements for furnishing, hauling, mixing, placing, finishing, and curing of concrete.

1.02 SUBMITTALS

- A. SD-03 Product Data
 - 1. Accelerating Admixture
 - 2. Water-Reducing or Retarding Admixture
 - 3. Ready-Mix Concrete
 - 4. Mix Design Data
- B. SD-06 Test Reports
 - 1. Aggregates
 - 2. Concrete Mixture Proportions
 - 3. Compressive Strength Testing
 - 4. Slump
- C. SD-07 Certificates
 - 1. Cementitious Materials
 - 2. Aggregates

1.03 REFERENCED SPECIFICATIONS AND STANDARDS

The following specifications and standards of the issues listed below including the amendments. Addenda and errata form a part of this specification to the extent required by the reference thereto.

- A. Standard Specifications for Public Works Construction, the Department of Public Works, County of Hawaii, September 1986, including any amendments.

- B. Standard Details for Public Works Construction, the Department of Public Works, County of Hawaii, September 1984, including any amendments.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials, construction, and installations for Portland cement concrete for use in various types of concrete structures shall conform to the applicable sections of the Standard Specifications for Public Works Construction, the Department of Public Works, County of Hawaii, September 1986, including any amendments.

Section	Description
39	Portland Cement Concrete

PART 3 – EXECUTION

3.01 CONSTRUCTION AND INSTALLATIONS

- A. Construction and installations shall conform to the applicable sections of the Standard specifications for Public Works Construction, the Department of Public Works, County of Hawaii, September 1986, including any amendments.

3.02 CONSTRUCTION DETAILS

- A. Details shall conform to the Standard Details for Public Works Construction of the Department of Public Works, County of Hawaii, September 1984, including any amendments, unless shown otherwise.

END OF SECTION

DIVISION 4 – MASONRY

SECTION 04225 – CEMENT RUBBLE MASONRY

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section describes constructing cement rubble masonry. Includes furnishing of all labor, materials, and equipment necessary to perform all works indicated in the drawings and specified herein.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials, construction, and installations for onsite roadway construction shall conform to the applicable sections of the Standard specifications for Public Works Construction of the Department of Public works, County of Hawaii, September 1986, including any amendments.

Description	Section
Portland Cement	701.01
Fine Aggregate for Concrete	703.01
Water	712.01

- B. Stones shall be clean, hard, sound, and durable. Except stones for filling voids, stones shall have thickness of not less than 6 inches and width of not less than 1-1/2 times the thickness, but not less than 12 inches. Except headers, stones shall have length of not less than 1-1/2 times its width.

Face stones shall have volume of not less than 0.75 cubic foot, and heart stones shall have volume of not less than 0.5 cubic foot.

- C. Mortar shall consist of 1 part cement to 2 parts of fine aggregate or sand by volume. Water shall be added to make mortar easy to handle and spread with trowel. Mortar shall be prepared by mixing fine aggregate and cement in a tight container or mixing machine until mixture assumes uniform color. As mixing continues, water shall be added until proper consistency is attained. Mortar that has not been placed within 30 minutes after water has been added will be rejected. Retempering of mortar will not be allowed. Mortar for pointing shall consist of 1 part cement to 1 part fine aggregate or sand by volume.

PART 3 – EXECUTION

3.01 CONSTRUCTION

- A. Excavate and backfill in accordance with Section 31 23 16 – TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES. Prepare foundation bed to be firm and normal to, or in steps normal to, face of wall. Compact foundation bed to minimum 90 percent compaction. Clean bearing surface of foundation masonry and adjust moisture to saturated, surface dry condition when mortar bed is spread. Clean and saturate stone with water before setting. Clean and moisten bed to receive mortar. Set face stones in random bond. Uniformly distribute stones by size, weathering, color, or texture. Use large stones at corners. Use large, flat stones for bottom courses. Use selected stones, roughly squared, and pitched to lines at angles and ends of walls. Grade stones to decrease in size from bottom to top of work. Bed stones fully in mortar. Overlap stones at joints at least 6 inches and form firm bond. Distribute headers uniformly throughout walls of structures to form at least 1/5 of exposed faces. Extend headers at least 12 inches through face wall into backing. Where wall is less than 24 inches in thickness, extend headers through wall from front face to back face. Build interior of walls so stones are bonded without open spaces. Make horizontal joints in face not more than 1 inch in thickness and vertical joints not more than 2 inches in width. Bed face stones without spalls. Construct weep holes in wall where indicated in the contract documents. After mortar has set, loose stone and surrounding mortar shall be removed and re-laid with fresh mortar. Finish wall with 2-inch mortar capping. Mortar capping consists of 1 part cement to 2 parts fine aggregate or sand. Use Class A concrete for copings and back walls. Make copings in sections. Extend at least full width of wall, not less than 8 inches thick, and in sections from 5 feet to 8 feet long. Cast-in-place or mold sections and set in full mortar beds. After laying stones, clean exposed joints thoroughly of mortar to depth of 1 inch. Wet exposed joints and point with mortar for pointing. Cure pointed masonry and mortar capping for not less than 3 days after completion of wall.

END OF SECTION

DIVISION 16 - ELECTRICAL

SECTION 16011 - GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This specification covers the requirements for furnishing and installing of all electrical work.

1.02 WORK INCLUDED

- A. The Contractor under this Division shall provide all labor, materials, equipment, supervision and services required for the construction of the electrical systems. The finished installations shall be complete, operable and shall include all work specified herein and shown on the Drawings.
- B. The work shall include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment. All systems shall be properly adjusted and in working order at the time of final acceptance.
- C. All painting and other finishing work shall conform to the applicable requirements of the specifications as prescribed in appropriate sections.
- D. It is the intent of these Specifications and other Contract Documents to require an installation complete in every detail. Consequently, the Contractor will be responsible for minor details or for any special construction which may be found necessary to properly furnish, install, adjust, test, and place in successful and continuous operation, the entire electrical system, and the cost of same shall be included in the contract price.

1.03 DESCRIPTION OF WORK

- A. Work specified in this Division shall include, but not be limited to the following:
 - 1. Complete disconnecting, removal and disposal of existing parking area light poles, including concrete bases, light fixtures, and wiring as shown on Drawings.
 - 2. Complete new parking area light poles, including concrete bases, light fixtures, and wiring as shown on Drawings.
 - 3. Complete trenching and installation of new underground ducts and pullboxes.
 - 4. Testing.
 - 5. As-built drawings in PDF format.

1.04 REFERENCES

- A. Comply with the applicable requirements of the following standards unless otherwise indicated:
 - 1. Comply with local ordinances; National Electrical Code; applicable regulations of the National Board of Fire Underwriters; specifications of ANSI, NEMA, UL, and IPCEA; and regulations of the County of Hawaii.
 - 2. In the event of conflict between pertinent codes and regulations, and the requirements of the referenced standards, or those indicated in Specifications and on drawings, the provision of the more stringent shall govern.

1.05 RELATED WORK

- A. DIVISION 1 - GENERAL REQUIREMENTS.

1.06 PERMITS AND INSPECTION

- A. All permits required by local ordinances shall be obtained and paid for by the Contractor.
- B. After completion of the work, the WHFD AND/OR WHFD AND/OR PROJECT MANAGER shall be furnished a certificate of final inspection and approval from the electrical inspection department of the reviewing Building Department.

1.07 COORDINATION

- A. Refer to all project Drawings and to all Sections of the project Specifications. Coordinate and fit all work accordingly so that all electrical outlets and equipment will be properly located and readily accessible. The Drawings indicate the relation of wiring and connections and must not be scaled for exact locations. Verify all construction dimensions at the project and make changes necessary to conform to the buildings as constructed. Work improperly installed due to lack of construction verification shall be corrected at the Contractor's expense.
- B. Work shall be scheduled to avoid delays, interferences, and unnecessary work. If any conflicts occur necessitating departures from the Drawings and Specifications, details of departures and reasons therefore shall be submitted immediately for consideration to the WHFD AND/OR PROJECT MANAGER.

1.08 SUBMITTALS

- A. Submit in accordance with SECTION 01330 - SUBMITTAL PROCEDURES.
- B. Submit shop drawings and catalog cuts of the equipment and products identified in each DIVISION 16 technical section for approval. Each submittal shall be prepared with a summary sheet attached to each copy identifying all items included in the submittal. Incomplete submittals and those without summary sheets will be returned without review.
- C. Warranty: Submit warranty as noted under item entitled "WARRANTY" herein below.

1.09 DELIVERY, HANDLING AND STORAGE

- A. Deliver all materials of this Division in manufacturer's original unopened packages or containers with label intact and legible.

- B. Use means necessary to protect the materials of this section before, during and after installation; to protect the installed work and materials of all other trades; and to protect the original structure, work and materials of the Hospital.
- C. In the event of damage, immediately make all repairs and replacements necessary to the approval of the WHFD AND/OR PROJECT MANAGER and at no additional cost to the Hospital.

1.10 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 WHFD AND/OR PROJECT MANAGER 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 Hospital.
- B. The warranty shall be countersigned by the Contractor.

PART 2 - PRODUCTS

2.01 MATERIALS AND WORKMANSHIP

- A. All materials shall conform to the latest issue of all applicable standards as established by NEMA, NFPA, ANSI, IEEE, ASTM and Underwriters Laboratories, and shall bear the manufacturer's name, trade name and when available, the Underwriters' Label.
- B. Within twenty (20) days after the contract has been awarded, or as otherwise directed, forward to the WHFD AND/OR PROJECT MANAGER a complete list of all materials and equipment proposed for installation. The intent to use the exact makes specified does not eliminate the responsibility of submitting such a list. List shall include sufficient information to permit ready and complete identification. After the work is completed, Contractor shall provide drawings showing the as-built conditions.
- C. Neat appearances in the finished work will be required. Only experienced electrical workers shall be employed for the electrical installation.
- D. All work not installed and completed in accordance with the latest rules and regulations of the NEC, OSHA, NESC, and all local ordinances shall be removed and reinstalled correctly at the Contractor's expense.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install all electrical materials and equipment in accordance with manufacturer's recommendations and as approved by the WHFD AND/OR PROJECT MANAGER.

- B. Cut, break, drill and patch as required to install electrical system. Repair any surface damaged or marred by notching, drilling or any other process necessary for installation of electrical work. Patch any damaged surfaces to match the adjacent surface.
- C. The Electrical Contractor shall coordinate his work with other trades on campus to avoid conflicts.

3.02 JOB CONDITIONS

- A. These specifications are accompanied by construction drawings including plans showing locations of all wiring, outlets, devices, and other electrical equipment. The locations are approximate and before installing, study adjacent structural and architectural details and make installation in most logical manner. Any device may be relocated within 10'-0" before installation at direction of the WHFD AND/OR PROJECT MANAGER without additional cost to the Hospital.
- B. Before installing, verify all dimensions and sizes of equipment.
- C. Verify that electrical system may be installed in strict accordance with the original design, the Drawings and Specifications and the manufacturer's recommendations.
- D. In the event of discrepancy, immediately notify the WHFD AND/OR PROJECT MANAGER. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.03 DEMONSTRATION OF COMPLETE ELECTRICAL SYSTEMS

- A. Submit written certification that electrical systems are complete and operational. Submit certification with Contractor's request for final inspection.
- B. At the time of final review of electrical work, demonstrate the operation of electrical systems. Provide labor, apparatus and equipment for systems' demonstration. The various tests shall be under the direction and supervision of the WHFD AND/OR PROJECT MANAGER.
- C. The Contractor shall perform start-up and all tests as required to obtain final field acceptance from the Hospital. All tests shall be conducted in the presence of the WHFD AND/OR PROJECT MANAGER or his representative.
- D. The Contractor shall be responsible for all tests. Testing shall be performed by and under the immediate supervision of the Contractor.
- E. A visual inspection of all electrical equipment, to check for foreign material, tightness or wiring and connection, proper grounding, matching nameplate charts with specification, etc., shall be made prior to actual testing.

END OF SECTION

SECTION 16400 - ELECTRICAL WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. Furnish all labor and materials required to complete all electrical work indicated on the drawings and/or as specified.
- B. In general, the following work is included:
 - 1. Complete disconnecting, removal and disposal of existing parking area light poles, including concrete bases, light fixtures, and wiring as shown on Drawings.
 - 2. Complete new parking area light poles, including concrete bases, light fixtures, and wiring as shown on Drawings.
 - 3. Complete trenching and installation of new underground ducts and pullboxes.
 - 4. Testing.
 - 5. As-built drawings in PDF format.
- C. The term "wiring" shall include raceways, outlets, conductors, and devices.
- D. Wiring and connecting of all electrical equipment supplied for installation and use in this contract and not specifically listed as work by others.
- E. Test complete installation.

1.02 RULES AND PERMITS

- A. The entire installation to be made in strict accordance with applicable provisions of 2020 edition of the National Electrical Code, Local Ordinances, and rules and regulations of the County of Hawaii and State of Hawaii.
- B. Contractor shall obtain and pay for electrical permit as required by local rules and regulations. He shall arrange for periodic inspection by local authorities as work progresses so that certificates of completion and inspection may be turned over to the WHFD AND/OR PROJECT MANAGER as stipulated in INTERIM GENERAL CONDITIONS.

1.03 WARRANTY

- A. All work and material executed under this Section shall be guaranteed to be free from defects of materials and workmanship for two (2) years from date of final acceptance of a project as a whole. All work of repair and replacement required, including other work damaged by this work's defects shall be performed without cost to the Hospital.

1.04 DRAWINGS

- A. Specifications are accompanied by drawings of building and diagrammatic electrical plans showing locations of wiring, devices, outlets, and other electrical equipment. Locations are approximate. Before installing, study adjacent construction details and make installation in most logical manner. Any device or equipment may be relocated within 10 feet-0 inches before installation at direction of the WHFD AND/OR PROJECT MANAGER without additional charge to the Hospital.
- B. Before installing, verify all dimensions and sizes of equipment at jobsite, including electrical connections to mechanical and electrical equipment. Circuit and conduit routing is typical and may be altered in any logical manner; however, all changes shall be approved by the WHFD AND/OR PROJECT MANAGER and shown on "as-built" drawings. See SECTION 01770 - CLOSEOUT PROCEDURES for "As-Built" reproducible drawings.
- C. Submit for approval one (1) digital set of shop drawings or catalog cuts of following equipment in PDF format and resubmit until approval is received before placing order:
 - 1. Light poles
 - 2. Lighting fixtures
 - 3. Pullboxes
 - 4. Junction boxes
 - 5. Raceways and conductors
 - 6. Any built-to-order equipment
- D. Shop drawings and catalog cuts for substitute materials shall clearly specify compliance with and/or deviation from specified material. Approval of shop drawings and catalog cuts shall not release the Contractor from complying with intent of specifications and drawings. Any deviations from approved shop drawings shall have prior approval by the WHFD AND/OR PROJECT MANAGER.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. All materials shall be new and of the best quality available in their respective kinds, free from all defects and shall conform to standards of Underwriters' Laboratories, Inc., NEMA, ANSI, ASTM, and IEEE. Materials and equipment listed by Underwriters' Laboratories shall bear "UL" label of approval. Brand names, manufacturer's names, and catalog numbers indicate standards of design and quality required. Substitute materials other than those listed in each paragraph will not be solicited unless indicated with "or approved equal".

Example:

<u>Item</u>	<u>Manufacturer and Catalog No. Specified</u>	<u>Substitute Manufacturer and Catalog Number</u>
Cable	Joe Doe - No. 3200	King - No. 2200

Qualifying data shall include cuts, shop drawings, and specifications to show equality with materials specified herein and in drawings.

B. Raceways:

1. Polyvinyl Chloride (PVC): Schedule 40, round bore conduit, 3/4 inch minimum diameter. Exterior underground with concrete jacket.

C. Wires and Cables: Wires and cables shall meet the applicable requirements of ASTM and UL for the type of insulation, jacket, and conductor specified or indicated. Wires and cables manufactured more than 12 months prior to date of delivery to the site shall not be used.

1. Conductors: Conductors No. 10 AWG and smaller shall be solid, and those No. 8 AWG and larger shall be stranded. Unless indicated otherwise, conductor sizes shown are based on copper. All conductors shall be copper.

2. Minimum Conductor Size: Minimum size shall be No. 12 AWG.

3. Color Coding: All branch circuit conductors shall be color-coded. Color shall be green for grounding conductors, and white for neutrals, except where neutrals of more than one system are installed in same raceway or box, the other neutral shall be white with a colored (not green) stripe. The color of the ungrounded conductors in different voltage systems shall match existing color-coding. If not available, use the following:

208Y/120V, 3-phase

Black	insulation material - Phase "A"
Red	insulation material - Phase "B"
Blue	insulation material - Phase "C"
White	insulation material - Neutral
Green	insulation material – Ground

Color coding shall be maintained throughout entire system.

4. Insulation: Unless specified or indicated otherwise, or required to be otherwise by NFPA 70, all power and lighting wires shall be 600-volt, Type THWN or XHHW, except that grounding wire may be Type TW.

5. Equipment Grounding Conductors: ASTM B 1, solid bare copper wire for sizes No. 8 AWG and smaller; ASTM B 8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger.

D. Conduit Accessories: Couplings, spacers, plugs, and accessories shall be as recommended by the manufacturer of conduits.

- E. Junction Boxes: Junction boxes, unless otherwise specified, shall be NEMA 1 and NEMA 4X. NEMA 1 junction boxes shall be fabricated from galvanized steel. Prime paint and enamel finish according to NEMA specifications. NEMA 4X junction boxes shall be stainless steel and water-tight. Manufacture and install according to NEC Article 314.
- F. Hardware, Support, Backing, etc.: Provide all hardware, supports, backing, and other accessories necessary to install electrical equipment. Wood material shall be termite treated, iron or steel materials shall be galvanized for corrosion protection, and non-ferrous materials shall be brass or bronze. All wood screws shall be brass or galvanized steel.
- G. Lighting Fixtures:
1. UL1598, NEMA C82.77, and UL 8750. Provide luminaires as indicated in luminaire schedule or details on project plans. Provide luminaires complete with light sources of quantity, type, and wattage indicated. Provide all luminaires of the same type by the same manufacturer. Luminaires must be specifically designed for use with the driver or ballast and light source provided.
 2. LED Luminaires: Provide luminaires complete with power supplies (drivers) and light sources. Provide information including lumen output and design life for LED luminaires. LED luminaires must also meet the following minimum requirements.
 3. Luminaires must have a minimum 5 year manufacturer's warranty.
 4. Luminaires must have a minimum L70 lumen maintenance value of 50,000 hours as calculated by IES TM-21, with data obtained per IES LM-80 requirements.
 5. Luminaire drive current value must be identical to that provided by test data for luminaire in question.
 6. Luminaires must be tested to IES LM-79 and IES LM-80 standards, with the results provided as required.
- H. Drivers:
1. LED Drivers: NEMA SSL 1, UL 8750. LED drivers must be electronic, UL Class 1, constant-current type and comply with the following requirements:
 2. Output power (watts) and luminous flux (lumens) as shown in luminaire schedule for each luminaire type.
 3. Power Factor (PF) greater than or equal to 0.9 over the full dimming range when provided.
 4. Current draw Total Harmonic Distortion (THD) of less than 20 percent.
 5. Class A sound rating.
 6. Operable at input voltage of 120-277 volts at 60 hertz.
 7. Minimum 5 year manufacturer's warranty.

8. RoHS compliant.
 9. Integral thermal protection that reduces or eliminates the output power if case temperature exceeds a value detrimental to the driver.
 10. UL listed for dry or damp locations typical of interior installations.
- I. Conduit Accessories: Couplings, spacers, plugs, and accessories shall be as recommended by the manufacturer of conduits.
 - J. Concrete Encased Ducts: Ducts shall be round bore, concrete encased type, PVC plastic, Schedule 40 or approved equal.
 - K. Concrete: Ready mix type with compressive strengths as shown on drawings. Concrete material and aggregates shall conform to latest ASTM Specifications. Concrete aggregates for ductlines shall be 3/4 inch maximum in size.
 - L. Backfill Material Type A: Black or beach sand, earth or earth and gravel mixture. If earth and gravel mixture, rock size shall be one inch or smaller and shall not contain more than 50 percent rock particles by volume. This fill shall be used over concrete encased ducts.
 - M. Cable Markers:
 1. Rectangular, commercially available polyethylene cable tags with pre-punched holes at each corner for the attachment with self-locking ties.
 2. Minimum 0.035-inch thick.
 3. Average Tensile Strength: 4500 pounds p.s.i.
 4. Non-corrosive, non-conductive, resistant to acids, alkalis, organic solvents, salt water and distortion-resistant in temperatures up to 300 degrees F.
 5. White or yellow and machine printed with the phase Building Feeder Building “__”, in black block letters 1/8 inch or larger in vertical height. Handwritten markers are not acceptable.
 - a. The preprinting shall be permanent and shall not fade or dissolve.
 - b. The tags shall be suitable for marking with black permanent markers. There shall also be space available for additional notes (for Maintenance/Service Contractor use only).

2.02 DUCTLINES

- A. Ductlines shall be polyvinyl chloride (PVC Schedule 40) ducts with concrete jacket or direct buried, as indicated on plan and shall be installed by the Electrician. Lay ducts and/or conduits in trenches on plastic saddles or on concrete spacers. Spacing between ducts shall be as indicated. Slope ducts 4 inches per 100 feet to drain into handholes or pullboxes. After laying, bind ducts with No. 12 wire and anchor to prevent movement during concrete pouring. Coat tapered ends of ducts or conduits with sealing compound before coupling is applied to insure watertight

joint. Concrete shall be poured without use of mechanical vibrators. Tamp concrete manually with wooden rods. Thickness of concrete encasement shown is minimum and may be increased to fit actual shape of trench. Changes in direction of runs exceeding 5 degree shall be accomplished by using special couplings of bends manufactured for this purpose. If it is necessary to cut tapered end on piece of conduit at site, cut shall be made with saw and tapered with lathe designed to match original taper. After ductline is installed, pull mandrel not less than 12 inches long having a diameter 1/4 inch less than inside diameter of conduit through each conduit. After this, pull brush with stiff bristle through to make certain that no particles of earth, sand or gravel have been left in line. Install stranded nylon pull line in all empty raceways. Plug all spare raceways with non-corrodible plugs manufactured for this purpose.

- B. After cables have been installed, seal all ducts with mastic compound to prevent entry of water from ductline to termination of ducts in areas below grade.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Comply with local ordinances and regulations of the County of Hawaii. Workmanship subject to approval of the WHFD AND/OR PROJECT MANAGER who shall be afforded every opportunity to determine skill and competency. Concealed work reopened at random during formal inspection by the WHFD AND/OR PROJECT MANAGER without additional charge to the Hospital.
- B. Construction shall conform to construction practices as recommended by American Electricians Handbook by Croft (latest edition), National Electrical Code, National Electrical Safety Code, and applicable instructions of manufacturers of equipment and materials for this project.

3.02 RACEWAYS

- A. All conduits shall be PVC.
- B. Cut raceways square and ream inner edges. Butt together evenly in couplings.
- C. Make bends and offsets with conduit bending machine; do not use vise or pipe tee. Make bends so that interior cross-sectional area will not be reduced. Radius of curve of inner edge of field bend not less than 10 times internal diameter of raceway. Use approved watertight raceway unions.
- D. Cap raceways during construction with plastic or metal-capped bushings to prevent entrance of dirt or moisture. Swab all raceways out and dry before wires or cables are pulled in.
- E. Mount raceways free from other piping, valves or mechanical equipment.
- F. Fish wires, cords, strings, chains, or the like shall not be placed or inserted in the conduit system during installation.

3.03 OUTLET BOXES

- A. Provide outlet boxes to suit conditions encountered.

3.04 CONDUIT FILL IN RACEWAY

- A. Conform to NEC Chapter 9, Table 1 and Annex C (based on Type RHW wires) unless otherwise indicated on the drawings.

3.05 WIRE PULLING

- A. Mechanical means for pulling shall be torque-limiting type and not used for No. 2 AWG and smaller wires. Pulling tension shall not exceed wire manufacturer's recommendations. Where necessary, chemically neutral lubricant may be used for drawing wires through conduit. Other means of lubricating allowed with written approval of the WHFD AND/OR PROJECT MANAGER.

3.06 WIRE SPLICING

- A. Form wires neatly in enclosures and boxes.
- B. Splice in accordance with NEC Article 110.
- C. Conductors No. 10 and smaller with solderless-tapeless connectors, "Ideal Wire Nuts" or equal. Splice Conductors No. 8 through No. 4/0 with high pressure compression (indent) copper sleeve connectors. Do not use bolt-on connectors. Re-insulate splices and make waterproof.
- D. Re-insulate splices according to wire manufacturer's instructions. Splice insulation shall be 150 percent in thickness of original wire insulation and of same electrical and mechanical characteristics.

3.07 FINISHING

- A. Patch, repair, and restore all structural and architectural elements cut or drilled for installation of electrical system. Drilling, cutting, patching, repairing, and restoring shall be subject to approval of the WHFD AND/OR PROJECT MANAGER.
- B. Attach electrical equipment to wood by wood screws, and attach to concrete by embedded or expansion inserts and bolts. Use powder-driven charge with approval only. Close unused knockouts on boxes or enclosures with metal cap.
- C. Wipe clean all exposed raceways and enclosures with rag and solvent. Prime paint and finish all exposed raceways and enclosures. Factory finished enclosures shall not be painted unless specifically called for.
- D. Identify circuit breakers and safety switches by nameplates on door, including equipment being served, panel source/circuit, voltage and phase. Provide nameplate with voltage and designated use of equipment on front of disconnect switches and junction boxes, where wires are terminated for connection to air-conditioning equipment.
- E. Complete all panel directories with typewriter.
- F. Nameplates: Laminated plastic, black/white, engraved with 3/16 inch high commercial letters to expose white. Screw mounted. Impression type adhesive tapes not acceptable.

3.08 GROUNDING

- A. Conform to applicable requirements in National Electrical Code, National Electrical Safety Code, and to requirements herein.

- B. Provide grounding for entire electrical installation as indicated and specified herein. Following are included as requiring grounding:
 - 1. Conduits, cable shields, and other conductor enclosures.
 - 2. Neutral or identified conductor of interior wiring system.
 - 3. Non-current carrying metal parts of fixed equipment, such as motors, starter and controller cabinets, etc.

3.09 TRENCH EXCAVATION

- A. Dimensions and locations of trenches for ductlines shall be as shown on the drawings. Trench width and depths shall be sufficient to accommodate proper installation of duct banks.
- B. Where a trench is excavated on slope, sides are to be vertical and depth measured at lowest side. All measurements are to be based on final grades.
- C. All trench bottoms are to be flat and smooth.
- D. Trenches shall be widened at pullbox and handhole sites to permit proper entry of conduits.
- E. Trenches shall be approved by the Inspector before any ducts are placed.
- F. Provide drainage pumps to keep trenches dry.
- G. Saw cut all edges of existing sidewalks and pavement before trenching.
- H. Excavated material may be placed alongside trench.

3.10 BACKFILL

- A. Backfilling shall be done after duct installations have been approved by the Contracting Officer or Inspector.
- B. Backfill over concrete encased ducts shall be backfill Type A.
- C. Backfilling shall be to finished grades shown on accompanying drawings and matching existing conditions.
- D. Backfill material shall be completely free of wood and other debris.
- E. Backfill material shall be placed in maximum of 12-inch layers in loose thickness before compacting. Backfill shall be thoroughly compacted with hand or mechanical tampers, and in no case shall tamping be accomplished by using the wheels or tracks of a vehicle.

3.11 INSTALLATION OF CONDUIT AND DUCT BANKS

- A. Trench bottom shall be clean, smooth, well graded, and approved by the Contracting Officer or Inspector.
- B. Saw cut, ream and taper ducts and conduits with manufacturer approved tool.
- C. Couplings and end bells shall be tight to prevent entry of dirt or concrete into ducts and conduits.

- D. Provide spacers to maintain proper separation between ducts.
- E. Conduits and duct run change of direction shall not exceed 4 degrees per length of conduit or duct. Radii and turns shall be made with appropriate duct short lengths.
- F. Ducts shall be clean and free from debris and rubbish.
- G. Securely anchor duct banks prior to pouring concrete encasement to prevent ducts from floating.
- H. Concrete encasement shall be 3 inches all around duct bank.
- I. When pouring concrete, prevent heavy masses of concrete from falling directly on ducts. If unavoidable protect ducts with plank.
- J. Direct flow of concrete down sides of duct bank to bottom, to center and then to rise up in the middle, thus filling all spaces uniformly.
- K. To insure against voids, work a long flat splicing bar or spatula liberally and carefully up and down the vertical rows of ducts.
- L. Cure for minimum of 72 hours before permitting traffic and backfilling over concrete encasement.
- M. Conduits stubbed for future connections shall be plugged and marked.
- N. During construction, provide temporary conduit plugs at the end of conduit banks to prevent entry of dirt, rubbish, debris or concrete at end of each days work.
- O. Pass smooth bullet-shaped wooden test mandrel through the entire length of each duct or conduit to test for freedom from burrs and obstructions. Mandrel shall be 14 inches long and shall have a diameter of 1/2 inch less than inside diameter of duct. If burrs or obstructions are encountered, that section shall be replaced at no cost to the State.
- P. Install No. 12 AWG galvanized pull wire or fiber polyline in each conduit after testing.
- Q. Apply thin coat of sealing compound on ducts and conduits at couplings and end bells.
- R. Couplings and end bells shall be tight to prevent entry of dirt or concrete into ducts and conduits.
- S. Underground PVC raceways shall transition to rigid steel conduit prior to rising out of the ground. Above ground termination shall be to rigid steel conduit.

3.12 CONDUCTOR IDENTIFICATION SYSTEM

- A. Underground conductor markers:
 - 1. Provide markers at both ends of the conductors and at all intermediate locations where the conductors are accessible and visible.

2. Each marker shall be secured with 2 nylon ties.

3.13 TESTS

- A. Operating Test: After installation has been completed, and at such time as the WHFD AND/OR PROJECT MANAGER may direct, Contractor shall conduct an operating test for approval. Equipment shall be demonstrated to operate in accordance with requirements of this section of specifications. Test shall be performed in the presence of the WHFD AND/OR PROJECT MANAGER. Contractor shall furnish necessary instruments and personnel required for test. Balance loading on each feeder.
- B. Contractor shall perform 600 volt wiring tests to verify that no short circuits or accidental grounds exist. Insulation resistance tests shall be performed on all conductors No. 6 AWG and larger.
- C. Contractor shall perform grounding testing of all new grounded installations to ensure continuity and that resistance to ground is not excessive.

END OF SECTION

APPENDIX K

~~CONTRACTORS HANDBOOK~~

~~See following pages.~~

NOT APPLICABLE

APPENDIX L

BID PROPOSAL FORM – SECTION 00400

(see following pages, Word doc available online)

DIVISION 0 – PROCUREMENT & CONTRACTING

REQUIREMENTS SECTION 00400 – BID PROPOSAL FORM

Hawaii Health Systems Corporation Kona
Community Hospital (Owner) 79-1019
Haukapila Street
Kealahou, Hawai'i 96750

Attn: Yvonne S. Taylor, Senior Contracts Manager

Dear Yvonne:

The undersigned has carefully examined the attached plans and specifications marked "RESURFACE PARKING LOT & ADDITIONAL PARKING LOT" and hereby proposes to furnish at his/her own expense all labor, materials, tools, and equipment necessary to construct in place complete, all the work and construction as shown and called for, all in accordance with the true intent and meaning of the plans and specifications, general conditions, contract and bonds, as follows:

BASE BID - LUMP SUM PRICING

All work and construction as shown and called for to complete the Work for the lump sum of {all taxes shall be included in the lump sum amount(s)}:

1. Division 1: General Requirements	\$ _____
2. Division 2: Site Construction	\$ _____
3. Division 3: Concrete	\$ _____
4. Division 4: Masonry	\$ _____
5. Division 16: Electrical	\$ _____
SUBTOTALS (Items 1 – 5)	\$ _____

COMBINED BASE BID

LUMP SUM SUBTOTAL: \$ _____

VARIABLE QUANTITIES UNIT PRICES (VQUP)

(See Section 01270 for detailed explanation)

Item No.	Description	Qty	Unit	Unit Price	Subtotal Cost
1.	Fill materials for additional parking grading work		LF	\$	\$
2.	Excavation for additional parking grading work		LF		

VQUP SUBTOTAL: \$ _____

TOTAL LUMP SUM BASE BID:

(BASE BID LUMP SUM SUBTOTAL+VQUP SUBTOTAL): \$ _____

Total in Words:

ALTERNATE NO. 1

(See Section 01230)

New Parking Lot:

ALTERNATE NO. 1 TOTAL:

\$ _____

Total in Words:

The Contractor further agrees to complete the work as noted under the TOTAL LUMP SUM BASE BID above on or before the scheduled date and/or time frame as noted in the Request for Proposals (Competitive Sealed Proposals).

It is understood that the award of contract will be made as noted in the Request for Proposals.

It is understood and agreed that the Owner reserves the right to reject any and/or all bids and waive any defect when, in his/her opinion, such rejection or waiver will be for the best interest of the Owner.

The award of this Contract shall be conditioned upon funds being made available for this project and further upon the right of the Owner to **hold all bids received for a period of ninety (90) days of the opening thereof, during which time no bid may be withdrawn without approval from Owner.**

The Contractor shall acknowledge receipt of any and all addenda issued by the Architect by recording the date of receipt of the respective addenda in the space provided as follows:

ADDENDUM NO. 1 _____ ADDENDUM NO. 2 _____

ADDENDUM NO. 3 _____ ADDENDUM NO. 4 _____

ADDENDUM NO. 5 _____ ADDENDUM NO. 6 _____

It is understood that failure to receive any such addenda shall not relieve the Bidder from any obligation under this Proposal as submitted.

Submit your bid proposal as noted in the Request for Proposals.

