

DEPARTMENT OF DESIGN AND CONSTRUCTION
CITY AND COUNTY OF HONOLULU

SPECIFICATIONS
AND LEGAL DOCUMENTS FOR
DESIGN-BUILD OF BALL BARRIER HEIGHT EXTENSION

AT

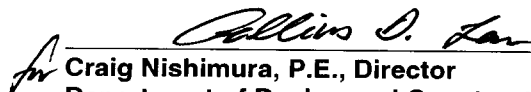
TED MAKALENA GOLF COURSE
93-059 Waipio Point Access Road
Waipahu, Oahu, Hawaii

Tax Map Key: 9-3-002:009

JOB NO. 09-P-13

Prepared by
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Department of Design and Construction
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APPROVED:


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Department of Design and Construction

Date APR 6 2009

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NOTICE TO CONTRACTORS

SEALED BIDS will be received up to and publicly opened and read aloud at 2:00 p. m., May 22, 2009, in the Office of the Division of Purchasing, Department of Budget and Fiscal Services, City and County of Honolulu, City Hall, Room 115, 530 South King Street, Honolulu, Hawaii 96813 for the following project:

DESIGN-BUILD OF BALL BARRIER HEIGHT EXTENSION

AT

TED MAKALENA GOLF COURSE
93-059 Waipio Point Access Road
Waipahu, Oahu, Hawaii

Tax Map Key: 9-3-002:009

Job No. 09-P-13

Proposal documents may be examined and borrowed at the Office of the Division of Purchasing, Department of Budget and Fiscal Services, and shall be returned to said office within fifteen (15) calendar days after the date designated above for the opening of bids. Proposals mailed outside the Island of Oahu shall be mailed air freight collect.

Bidders shall be licensed in accordance with Chapter 444 HRS, related to the licensing of Contractors.

WENDY K. IMAMURA, PURCHASING ADMINISTRATOR
For DIRECTOR OF BUDGET AND FISCAL SERVICES
By Order of **MUFI HANNEMANN, MAYOR**
CITY AND COUNTY OF HONOLULU

INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF WORK:

The project shall generally consist of the design and the furnishing and installing, in-place complete, a twenty (20) feet height extension to 160 lin. ft. of an existing 560 lin. ft. long ball barrier at the 16th hole, including incidental related work.

The Contractor shall provide the design, obtain the permits, and provide all labor, materials, tools and equipment necessary for the design and construction of the project including all incidental items necessary to complete the work as shown on the drawings and as specified herein.

A Structural Engineer licensed in the State of Hawaii shall provide the necessary construction drawings and specifications, stamped and signed to have been prepared under his/her supervision.

2. QUALIFICATION OF BIDDERS; NOTICE OF INTENTION TO BID:

Notwithstanding Section 1.1 of the General Instruction to Bidders, the filing of a written notice of intention to bid is not required.

3. INSPECTION OF SITE:

Each bidder should examine the site of the proposed work and become fully acquainted with the existing conditions relating to the design, construction, and labor and become fully informed as to the facilities involved, and the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, specifications and all other contract documents. The Contractor, by the execution of the contract, shall in no way be relieved of any obligation due to his/her failure to receive or examine any form or legal instrument or to visit the site and become acquainted with the existing conditions there, and the Department of Design and Construction will be justified in rejecting any claim as a result thereof.

The contact person shall be Leighton Wong, the Assistant Golf Course Systems Administrator. His phone number is 733-7382.

4. LICENSED BIDDERS:

All prospective bidders must hold a current "A" Contractor's license from the State of Hawaii. No bid will be accepted from any unlicensed bidder.

5. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

Implementation of the Hawaii Supreme Courts January 28, 2002 Decision in the Okada Trucking Case. "A" general engineering contractors and "B" general building contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. V. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as a part of a larger project, which would require the general contractor to act as a specialty contractor in any area where the general contractor has no license. Although the "A" and "B" contractor may still bid on and act as the "prime" contractor on an "A" or "B" project (*See, HRS § 444-7 for the definitions of an "A" or "B" project.*), respectively, the "A" and "B" contractor may only perform work in the areas in which they have the appropriate contractor's license (*An "A" or "B" contractor obtains "C" specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32.*) The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of his project and determine the appropriate licenses that are required to complete the project.

6. SEALED PROPOSALS:

All proposals for this project shall be enclosed in a sealed envelope marked PROPOSAL FOR DESIGN-BUILD OF BALL BARRIER HEIGHT EXTENSION AT TED MAKALENA GOLF COURSE, JOB NO. 09-P-13.

7. AWARD OF CONTRACT:

The award of Contract is conditioned upon the amount of funds available for the contract. The Officer-in-Charge reserves the right to accept or reject all bids, including the contingency amount. Award will be made to the responsible bidder submitting the lowest bid price, which is the sum of the total sum basic bid price listed in the proposal.

8. PROJECT SIGN:

A project sign is not required for this project.

9. TRADE NAMES AND ALTERNATES:

This section shall supplement Subsection 1.13 – Brand Names, models; substitutions of the General Instructions to Bidders as follows: “The Contractor will be required to submit ten (10) sets of all materials and/or equipment substitution requests.”

All substitution requests shall be accompanied by the letter of Request for Substitution containing information on the specified item, substitution brand and model, and variant features. See sample letter in Section 01300 – SUBMITTALS.

10. SEXUAL HARASSMENT POLICY FOR EMPLOYER HAVING A CONTRACT WITH THE CITY:

The Contractor shall comply with Section 1-18 of the Revised Ordinances of Honolulu on sexual harassment as stated in Chapter 9 of the General Conditions.

11. THE HAWAII ADMINISTRATIVE RULES:

The Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, hereinafter referred to as “HAR”, is by reference incorporated herein and made a part of these contract documents. The HAR is available for inspection at the Division of Purchasing, Department of Budget and Fiscal Services, City and County of Honolulu. The HAR may be purchased from the State Department of Accounting and General Services.

12. COMMENCEMENT REQUIREMENTS:

This subsection shall supplement Subsection 4.3 (a) of the General Conditions and Subsection SP 1.2 B of the Special Provisions. The Contractor shall start work within ten (10) working days after the Notice to Proceed date.

The Officer-in-Charge will issue a Notice to Proceed after the official execution date of the contract, issuance of all regulatory permits, and when the site is ready to be released for construction.

The Officer-in-Charge reserves the right to issue a written order authorizing the Contractor to prepare and submit for acceptance, shop drawings required by the contract prior to the issuance of the official Notice to Proceed for justified long lead materials and equipment.

Fabrication of long lead materials and equipment shall not proceed prior to the review and acceptance of the required shop submittal.

13. SAFETY AND HEALTH PROGRAMS:

The bidder's attention is also directed to Section 396-18, of the Hawaii Revised Statutes, Safety and Health Programs for Contractors Bidding on City Construction Jobs. It requires bidders for construction projects in excess of \$100,000 to include a signed certification with their bids that a written safety and health plan for the job will be available and implemented by the "Notice to Proceed" date of the project.

14. NOTICE TO PROCEED:

The work shall commence at the time stated in the Notice to Proceed to the Contractor and shall be completed within the contract time specified

15. PERFORMANCE SCHEDULE FOR ORDERING MATERIALS:

To expedite the completion of the project, the Contractor shall submit final design plans and specifications to the Officer-in-Charge for acceptance within thirty five (35) consecutive calendar days after execution of the contract and Notice to Proceed excluding the time the City reviews and accepts the submittals.

The Contractor shall submit all shop drawings, product specifications, and data catalog cuts to the Officer-in-Charge for review and acceptance within fifteen (15) consecutive calendar days after the date of the final acceptance of the construction plans by the City.

The Contractor shall submit ten (10) copies of all shop drawings and product specifications and data catalog cuts of the various materials and equipment which includes, but is not limited to, metal fabrications, finish carpentry, roofing, sheet metal work, doors and windows, finish hardware, glazing, painting, mechanical, electrical, etc.

The Contractor shall place orders for delivery of the various materials and equipment to the suppliers and manufacturers within fifteen (15) consecutive calendar days after the date of the written review and acceptance of the various shop drawings and product specifications and data catalog cuts by the Officer-in-Charge. The Contractor shall submit to the Officer-in-Charge copies of the material and equipment orders to certify the placement of such orders.

16. GENERAL INSTRUCTION TO BIDDERS:

Delete Sections 3.1, 3.2, and 3.3 of the General Instruction to Bidders in its entirety and replace with the following:

- "3.1 Authority to resolve protested solicitations and awards.
Complaints and protest of awards shall be subject to the requirements specified in chapter 3-126, subchapter 1, HAR and section 103D-701, HRS.
- (a) Filing of complaint and protest prior to receipt of offers. Protestor initially should seek an informal resolution of the protestor's complaint with the procurement officer named in the solicitation. Protestor may file a protest pursuant to section 103D-701, HRS, prior to the receipt of offers on any phase of a solicitation. [HAR 3-126-3]
 - (b) Protest of an award. A protest of an award shall be submitted in writing to the Contracting Officer within five working days after the posting of the notice of award. Protest filed after the five working day period shall not be considered. [HAR 3-126-4]
- 3.2 Authority to debar or suspend. The Contracting Officer, in accordance with the provisions of section 103-702, HRS, and chapter 3-126, subchapter 2, HAR, may debar or suspend a person for cause from consideration for award of all public contracts and from performance on any

public contracts. The period of debarment shall not be more than three years, and for suspension, not more than three months.

- 3.3 Solicitation or award in violation of law. If a solicitation or award is found to be in violation of law, it shall be dealt with in accordance with chapter 3-126, subchapter 4, HAR.”

17. UTILITY BILLS:

- A. The Contractor shall be responsible for payment of all electrical, sewer, and potable and non-potable water used for this project during the construction of this project.
- B. The Contractor may temporarily tap into the facility's existing water system for use at a given location, subject to the following conditions:
 - 1. The tapping into the facility's existing water system shall comply with the Department of Health's requirements and all expenses pertaining to said tapping shall be borne by the Contractor.
 - 2. The Contractor shall provide a proper water meter on the tapping line and all water used by the Contractor shall be registered by this meter.
 - 3. The Contractor shall pay BWS directly for all water used for the project at the current rate per 1,000 gallons.
 - 4. Immediately upon hook up and prior to use, the Contractor shall notify the Officer-in-Charge and an initial meter reading shall be taken and recorded by the Officer-in-Charge.
 - 5. The Contractor shall pay BWS directly for the water used on a monthly basis and it shall be the Contractor's responsibility to take all monthly meter readings for such purposes. The Contractor shall submit documentation indicating that payment has been made to BWS to the satisfaction of the Officer-in-Charge with every monthly Contractor's billing.
 - 6. Upon completion of the project and just prior to removal of the water meter, the Contractor shall notify the Officer-in-Charge and a final meter reading shall be taken and recorded by the Officer-in-Charge.
 - 7. Should the Contractor at any time fail to comply with any or all of the above conditions, the City reserves the right to terminate the use of water. The Contractor shall remove the hookup within 48 hours of notification of such termination.

18. WAGES:

- A. The Contractor and all subcontractors shall pay all employees on any project for the City the minimum basic wage rate in conformance with applicable Federal and State laws. Bidders should incorporate such compliance with all the provisions of Chapter 104, HRS, relating to wages and hours of employees on public works, into their bid analysis.
- B. Minimum wages. The minimum wages shall be periodically increased during the performance of a contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the State Director of Labor and Industrial Relations. Notwithstanding the provisions of the original contract entered into, if the Director of Labor and Industrial Relations determines that the prevailing wage has increased, the rate of pay of laborers and mechanics on the contract shall be raised accordingly. Bidders shall take into consideration increases that may occur during the period of the contract in computing their bid prices. No additional compensation shall be made for failure to do so.

- C. Schedule of wages. The schedule of wages issued by the State Director of Labor and Industrial Relations is incorporated in the invitation for bids by reference only. Copies of the minimum basic wage schedule are available at the Purchasing Division, City Hall.
- D. Payrolls and payroll records. Two (2) certified copies of all payrolls shall be submitted weekly to the Officer-in-Charge for review. The general contractor shall be responsible for the submission of certified copies of payrolls of all subcontractors.
- E. Should the Officer-in-Charge determine that any laborer or mechanic employed on the job site by the Contractor or Subcontractor has been or is being paid wages at a rate less than the required rate by the contract or specifications, or has not received the laborer's or mechanic's full overtime compensation, the Officer-in-Charge may, by written notice to the Contractor, terminate the Contractor's right, or the right of any Subcontractor, to proceed with the part of the work in 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 the Contractor's sureties shall be liable to the City for any excess cost occasioned hereby.
- F. Inclusion in subcontract. The Contractor shall include this section in every subcontract for work under this Contract.

19. LIQUIDATED DAMAGES:

Liquidated damages shall be ONE HUNDRED DOLLARS (\$100.00) for each calendar day of delay in the completion of this project as specified in the General Conditions.

The acknowledgement form attached to the proposal and made a part of the bid document shall be completed, signed by the Contractor, and submitted with its bid. Failure to acknowledge and submit the form with the bid may be cause for rejection of a bid.

20. 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 and county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

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GENERAL INSTRUCTIONS TO BIDDERS

The provisions herein describe the City's policy relating to bidding for construction projects as authorized by the Hawaii Revised Statutes (HRS) Chapter 103D and Hawaii Administrative Rules (HAR), Title 3, Department of Accounting and General Services. Related provisions from the Hawaii Administrative Rules (HAR), Title 3, Department of Accounting and General Services, are presented for convenience only and may not be complete. Where provisions are taken in part or whole from the HAR, reference is made to the applicable chapter or section. Should any provision herein be inconsistent with the HAR, the HAR shall govern.

Bidders and contractors should familiarize themselves with the HAR.

Wherever "chief procurement officer" appears in the HAR, it shall mean the "Contracting Officer"; wherever "head of the purchasing agency" or "procurement officer" appears in the HAR, both shall mean the "officer-in-charge".

The defined terms described in section 1.1 of the General Conditions of Construction Contracts of the City and County of Honolulu, hereinafter referred to as the "General Conditions", shall have the same meaning for purposes of these General Instructions.

The General Conditions is incorporated by reference and is available upon request at the Division of Purchasing, City Hall, 530 South King Street, Room 115, Honolulu, Hawaii, 96813.

CHAPTER 1 - BID REQUIREMENTS AND CONDITIONS

1.1 Qualification of bidders; notice of intention to bid. (a) Prospective bidders must be properly licensed and capable of performing the work for which bids are being called. Each prospective bidder shall file a written notice of intention to bid, provided however, that when a bid is less than \$25,000, the notice of intention to bid will not be required. Submittal of a notice of intention to bid shall be certification that the bidder is properly licensed for the project. Unless specifically prohibited by law, the Contracting Officer or, for informal bids, the Officer-in-Charge shall determine the licensing requirement for the work for which bids are being solicited. The notice of intention to bid shall be in the form attached hereto as Exhibit "A". [HAR 3-122-108]

(b) Submittal. The notice of intention to bid shall be received in the office of the Director of The Department of Budget and Fiscal Services or the Division of Purchasing, 530 South King Street, Honolulu, Hawaii, 96813, no later than 4:30 p.m., ten days prior to the scheduled bid opening date. Should the tenth day fall on a holiday, or on a Saturday or Sunday, the notice shall be received by 4:30 p.m. on the first working day **preceding** the holiday, Saturday, or Sunday. The Notice should provide the following information:

- (1) Name of contractor;
- (2) Project number (if any), title, and description;
- (3) Bid opening date;
- (4) Contractor's license number; and
- (5) Contractor's address, telephone and facsimile numbers.

The time stamp machine in the Purchasing Division or the Director of the Department of Budget and Fiscal Services's office shall be the official time and date of receipt.

If submitted in an envelope, the words "INTENTION TO BID" should be printed on the face of the envelope. If hand carried, the notice of intention to bid should **not** be dropped in the Purchasing Division's bid box.

The notice of intention to bid may also be transmitted by facsimile machine, to (808) 523-4847. [HAR 3-122-9; 3-122-108]

(c) Waiver. The requirement for a written notice of intention to bid may be waived if there is only one bid and the Contracting Officer concludes that acceptance of the bid will be in the best interest of the public. [HAR 3-122-108]

(d) Partnership; joint venture. In accordance with Section 16-77-13, Hawaii Administrative Rules, Title 16, Chapter 77, Contractors, of the State Department of Commerce and Consumer Affairs, contractors intending to bid as a joint venture or partnership, who are not licensed as a joint venture or partnership, shall notify the Contractors Licensing Board of their intent to form a joint venture or partnership to bid on a project. A copy of this notification to the Contractors Licensing Board should be submitted with the notice of intention to bid.

(e) Qualification questionnaire. Upon notification of the bidder's intent to bid on a project, the Contracting Officer shall determine whether the prospective bidder has the ability to perform the work intended. For this purpose, the Contracting Officer may require any prospective bidder to submit answers to questions contained in a questionnaire prepared by the Contracting Officer, no less than forty-eight hours prior to the date set for bid opening. If upon review of the questionnaire, the prospective bidder appears not fully qualified or able to perform the intended work, the Contracting Officer 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. Failure to complete the questionnaire will be sufficient cause for the Contracting Officer to disqualify a bidder. If specified, the Contracting Officer may require the answers to the questionnaire to be submitted with the bidder's bid. When the answers to the questionnaire are required to be submitted with the bidder's bid, the Contracting Officer shall determine the bidder's qualifications prior to award. [HAR 3-122-108; 3-122-109; 3-122-110]

(f) Disqualification of prospective bidders. Any one or more of the following causes will be considered as sufficient for the disqualification of a prospective bidder:

- (1) Is currently suspended or debarred under the provisions of HRS 103, HRS 103D, HRS 104, or HRS 444.
- (2) Noncompliance with subsection (e).
- (3) Has uncompleted work on contracts in force, or a record of unsatisfactory work performance or delays on completed contracts or on contracts in force which, in the judgment of the Contracting Officer and the Officer-in-Charge, might hinder or prevent the prompt completion of additional work if awarded.
- (4) Has complaints filed against the bidder for abusive or threatening language or behavior during previous contracts toward any officer-in-charge or his/her representative.
- (5) Has failed to pay or satisfactorily settle taxes due the State or Internal Revenue Service, bills due for labor and materials on contracts in force, or has a history of failure to pay or satisfactorily settle bills due for labor and materials on contracts in force.
- (6) Has defaulted under a previous contract.
- (7) Has failed to comply or is delaying compliance with the requirements of sections 4.24, Final inspection, or 6.5, Final payment, of the General Conditions for any contract in force.

(g) The prospective bidder shall be immediately notified of the determination of its nonresponsibility. The Contracting Officer's decision shall be final unless the prospective bidder applies for administrative relief pursuant to Chapter 3-126, HAR. Within five working days after receipt of the final decision by the Contracting Officer, the prospective bidder shall inform the Contracting Officer in writing, if an administrative appeal will be filed within seven calendar days after receipt of final decision. The determinations required by this section shall be final and conclusive unless they are clearly erroneous, arbitrary, capricious, or contrary to law.

(h) Out-of-state contractors shall comply with section 16-77-89, Hawaii Administrative Rules, Title 16, Chapter 77, Contractors, of the State Department of Commerce and Consumer Affairs, requiring a place of business in the State.

1.2 Clarification; addendum. (a) Prospective bidders should examine and review the invitation for bids with care. If it should appear to a prospective bidder that the performance of the work under the contract or any of the matters relative thereto is not sufficiently described or explained in the invitation for bids, or that any discrepancy exists between different parts of the invitation for bids, or that the full intent of the invitation for bids is not clear, then the bidder shall submit a written request for clarification to the Officer-in-Charge not later than ten days before the date fixed for opening of bids, as evidenced by the time-stamp of the Officer-in-Charge, or within such time as the Officer-in-Charge may allow. The Contracting Officer may, upon recommendation of the Officer-in-Charge, issue an addendum notifying all prospective bidders known to have received an invitation for bids, or if issued after the deadline for submission of the notice of intention to bid, to those persons who submitted such notice, of any changes to the invitation for bids. [HAR 3-122-27]

(b) Distribution. The City will make every reasonable attempt to notify all persons who have obtained the invitation for bids from the City by telephone to pick up the addendum or if the City chooses, the addendum may be mailed or delivered personally or by facsimile machine. If the bid proposal requires the acknowledgment of addenda, the bidder shall indicate the date of each addendum in the space provided. It shall be the bidder's responsibility to confirm the existence of any addendum by telephoning the Purchasing Division at (808) 523-4682.

(c) Informal bids. Addenda for informal bids may be issued by the Officer-in-Charge.

1.3 Pre-bid conference. Pre-bid conference, if held, shall be announced in the notice to contractors, or in an addendum. A summary of the conference shall be supplied to all those prospective bidders known to have received the invitation for bids from the City, in addition to any addendum issued as a result of the conference. Nothing stated at the pre-bid conference shall change the solicitation unless a change is made by written addendum. [HAR 3-122-26]

1.4 City's estimates in the invitation for bids. Any estimate for the project provided by the City is for convenience of the bidder only and the City does not represent or warrant its accuracy. A bidder should conduct its own review and analysis and not base its bid or rely on the City's estimate.

1.5 Examination of invitation for bids and site of project. (a) The bidder shall examine carefully the site of the proposed work and the invitation for bids before submitting a bid.

(b) Surface and subsurface conditions. Where subsurface conditions are known to the City in respect to foundation or other design, bidders may inspect the records of the City as to such information and examine any sample that may be available. Where such information is shown in the plans, said information represents only the statement by the City as to the character of material which has been actually encountered by the City and is included only for the convenience of bidders. The City makes no representations as to the conditions which will actually be encountered by bidders.

Any subsurface information or hydrographic survey data furnished are for the bidder's convenience only. The information and data furnished are the product of the Officer-in-Charge's interpretation of the facts gathered in investigations made at the specific locations indicated to aid in the design of the project, and the City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work. In addition, no assurance is given that conditions found at the time of the subsurface explorations, such as the presence or absence of water, will be the conditions that prevail at the time of construction. The bidder shall be solely responsible for all assumptions, deductions, or conclusions the bidder may make or derive from the subsurface information or data furnished.

Making information concerning subsurface conditions available to bidders is not to be construed in any way as a waiver of the bidder's responsibility to examine the invitation for bids and site. Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

(c) Utilities, underground. All underground water, gas, oil, telephone, electric, storm drain, sewer, and other pipes or conduits, shown on the plans, are only approximate in their locations. The Contractor shall make a personal investigation and inspection of the records and drawings possessed by owners of the utilities. The Contractor shall make satisfactory arrangements with the owners of the utilities for the relocation, maintenance and protection of existing utilities.

(d) Materials and equipment. The City does not assume any responsibility for the availability of any materials or equipment required under this contract. Unless otherwise specified in the invitation for bids, the bidder shall be considered as having taken into account when submitting a bid the availability of materials or equipment required under the contract, except as provided for in section 5.3, Delay; time extensions, of the General Conditions.

1.6 Bidder's warranty. By the act of submitting a bid for the proposed contract, the bidder warrants that:
(1) The bidder and all subcontractors intended to be used by the bidder have carefully and thoroughly reviewed the invitation for bids and have found them complete and free from ambiguities and sufficient for the purpose intended;

(2) The bidder has investigated and, if necessary, examined the site and understands the conditions to be encountered in performing the work;

(3) The bidder and all workers, employees and subcontractors intended to be used are skilled and experienced in the type of construction represented by the construction contract documents bid upon;

(4) Neither the bidder nor any of the bidder's employees, agents, suppliers or subcontractors have relied upon any verbal representations from the City, its employees or agents, including architects, engineers or consultants, in assembling the bid figure; and that

(5) The bid price is based solely upon the invitation for bids and properly issued written addenda and not upon any other written or verbal representation, and upon the bidder's own examination and investigation of surface and subsurface conditions and availability of materials and equipment.

1.7 No collusion. By submitting a bid, the bidder certifies that the price submitted was independently arrived at without collusion. [HAR 3-122-192]

1.8 Estimated quantities. (a) All quantities appearing in the invitation for bids are approximate, and those indicated in the proposal are prepared for the comparison of bids only. The City does not, expressly or by implication, warrant that the actual quantities will correspond therewith. Bidders shall include in their bid prices, the entire cost of the performance of the contract, and it is understood and agreed that there is included in each lump sum or unit priced bid item, the entire cost of any and all items incidental to the performance of the work covered by such lump sum or unit priced bid item. When a bidder is in doubt as to the proper bid item to which the anticipated cost of any item is to be allocated, the bidder shall request for a clarification from the Contracting Officer or Officer-in-Charge, or shall include such cost in the lump sum or unit price bid for the bid item deemed most appropriate. Failure of the bidder to request for a clarification shall bind the bidder to complete such work at the bid prices submitted.

(b) Unit priced items. For unit priced items, payment to the Contractor will be made only for the actual quantities of work performed and accepted or of materials furnished and accepted in accordance with the invitation for bids and subject to subsection 3.3(d), Variations in estimated quantities, of the General Conditions.

(c) Lump sum items. The quantities in any item for a lump sum bid item are approximate only and payment will be made only for the item in place complete, regardless of the amount of material, equipment, and labor

necessary to complete the same in a proper and professional manner and in accordance with the contract documents. The bidder shall verify these quantities in any manner deemed necessary or expedient.

1.9 Wages. (a) The Contractor and all subcontractors shall pay all employees on any project for the City the minimum basic wage rate in conformance with applicable Federal and State laws. Bidders should incorporate such compliance with all the provisions of Chapter 104, HRS, relating to wages and hours of employees on public works, into their bid analysis.

(b) Minimum wages. The minimum wages shall be periodically increased during the performance of a contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the State Director of Labor and Industrial Relations. Notwithstanding the provisions of the original contract entered into, if the Director of Labor and Industrial Relations determines that the prevailing wage has increased, the rate of pay of laborers and mechanics on the contract shall be raised accordingly. Bidders shall take into consideration increases which may occur during the period of the contract in computing their bid prices. No additional compensation shall be made for failure to do so.

(c) Schedule of wages. The schedule of wages issued by the State Director of Labor and Industrial Relations is incorporated in the invitation for bids by reference only. Copies of the minimum basic wage schedule are available in the Purchasing Division, City Hall, where invitation for bids are distributed.

(d) Payrolls and payroll records. Two (2) certified copies of all payrolls shall be submitted weekly to the Officer-in-Charge for review. The general contractor shall be responsible for the submission of certified copies of payrolls of all subcontractors.

(e) Should the Officer-in-Charge determine that any laborer or mechanic employed on the job site by the contractor or subcontractor has been or is being paid wages at a rate of less than the required rate by the contract or the specifications, or has not received the laborer's or mechanic's full overtime compensation, the Officer-in-Charge may, by written notice to the contractor, terminate the contractor's right, or the right of any subcontractor, to proceed with the part of the work in 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 the contractor's sureties shall be liable to the City for any excess cost occasioned thereby.

(f) Federally funded or federally assisted projects. On federally funded or federally assisted projects, the current federal wage rate determination in effect at the time of advertising for bids is incorporated as part of the invitation for bids, and both Federal and State wage rates shall apply. Where rates for any class of laborers and mechanics differ, the higher rates shall prevail. The minimum federal wage rates shall be those in the U. S. Department of Labor Wage Determination Decision and Modifications in effect ten days prior to the bid opening date.

(g) Inclusion in subcontract. The Contractor shall include this section in every subcontract for work under this Contract.

1.10 Allowance. (a) Any allowance amount specified in the bid is to be considered an estimate of the amount required for the purpose specified and shall be included in the bidder's total sum bid.

(b) Utility allowance. The invitation for bids shall provide instructions for the treatment of payment of all utility charges. Where the bid proposal provides an allowance for utility charges, the bidder shall include the allowance in the total sum bid.

(c) Reimbursement. Unless otherwise specified in the invitation for bids, the Contractor shall be reimbursed for allowance items upon submittal of proof of payment as follows:

(1) For utility allowance - The actual cost shown on the utility company's invoice. No markup of any kind will be allowed.

(2) For off-duty police officers - The reimbursement shall also include the administrative fees charged by the Honolulu Police Department, plus twenty per cent inclusive of all of the Contractor's administrative costs, overhead/profit, bond fee, and all applicable taxes.

(d) Increase or decrease. The Officer-in-Charge shall have the right to increase or decrease the allowance amount as necessary. Any amount remaining at the completion of the contract will revert back to the City. The Contractor shall make no claim in the event the allowance amount is increased, decreased, or deleted.

1.11 Mobilization. (a) Mobilization shall consist of preparation work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the acquisition of all work materials; for the establishment of all offices; buildings, and other facilities, excluding field office and project site laboratories, necessary for work on the project; and for all other work and operations which must be performed, or costs incurred, prior to beginning work on the various items on the project site.

(b) Maximum bid amount. Where there is an item in the proposal for mobilization, unless otherwise specified, the maximum bid allowed for this item is an amount not to exceed six per cent of the total sum of all items within the group of items in which the mobilization item is included, excluding the bid price of the mobilization item. If the proposal submitted by the bidder indicates an amount in excess of the allowable maximum, the amount or amounts submitted by the bidder shall be reduced to the allowable maximum, and the total sum bid shall be adjusted to reflect any such reduction. For the purpose of comparing bids and determining the contract price to be inserted in the contract awarded to the bidder, if any is so awarded, the sum of all items adjusted in accordance with the foregoing shall be used and the bidder's proposal shall be deemed to have been submitted for the amounts as reduced and adjusted in accordance herewith.

(c) Payment. Mobilization will be paid for on a lump sum basis. Partial payments will be made as follows:

- (1) When five per cent of the total sum bid is earned, fifty per cent of the amount bid for mobilization will be paid;
- (2) When ten per cent of the total sum bid is earned, seventy-five per cent of the amount bid for mobilization will be paid; and
- (3) When twenty per cent of the total sum bid is earned, one hundred per cent of the amount bid for mobilization will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided for by the contract.

1.12 Multiple or alternate bids. (a) Unless multiple or alternate bids are specifically provided for, such bids shall be rejected, provided that if a bidder clearly indicates a primary bid, it shall be considered for award as though it were the only offer submitted by the bidder. [HAR 3-122-4]

(b) Method of award. In the event additive or deductive alternates are included in the proposal, the lowest bid will be determined after adding to or deducting from the total basic bid, the alternate or alternates considered for award. Alternates, if any are awarded, shall be awarded in the order listed in the proposal. Award of alternates shall be dependent upon the availability of funds.

(c) Bid price. When alternate bids are provided for in the invitation for bids, bidders should enter a bid for each and every item listed setting forth the amount to be added to or deducted from the bidder's total basic bid price should such alternate be incorporated into the contract. Failure to enter a bid price for each and every item may result in the bidder's bid not being considered for award, provided that if award is based on the item or items on which bids have been submitted, the bidder's bid may be considered for award.

(d) Informal bids. The Officer-in-Charge may determine the award of alternates in the manner above.

1.13 Brand names, models; substitutions. (a) Where the invitation for bids specifies one or more manufacturer's brand names or makes of materials, devices, equipment or system as indicating a quality,

style, appearance, or performance, or method of construction, the bidder's bid shall be based on either one of the specified brands, makes, or method, or on an alternate brand, make, or method, which has expressly been found to be equal or better by the Officer-in-Charge. Alternate brands, makes, or methods may be qualified through the submittal of a written request for substitution to the Officer-in-Charge for review and approval. An alternate brand, make, or method approved for one project is not to be considered as approved for any other project. Unless otherwise specified in the invitation for bids, the request for substitution shall comply with the provisions of this section.

Because substitutions are being reviewed close to the time of bid opening, it may be impossible to inform prospective bidders of all substitutions that may be approved prior to bid opening. Bidders are responsible to confirm with their subcontractors or suppliers that alternate brands, makes, or methods offered by the subcontractors or suppliers have been approved by the Officer-in-Charge.

(b) Before bid opening. The written request to the Officer-in-Charge must be submitted for review and approval at the earliest date possible, but **not later than the time or date specified in the invitation for bids, or in the absence of a specific time or date, not later than ten days prior to the day fixed for the opening of bids**, as evidenced by the time-stamp of the Officer-in-Charge. If the tenth day falls on a State holiday or on Saturday or Sunday, the deadline shall be the first working day prior to the State holiday, Saturday, or Sunday.

The written request must be clearly marked SUBSTITUTION REQUEST on the envelope and addressed to the Officer-in-Charge. Six copies of the request must be submitted together with three sets of technical brochures which shall either be marked or be accompanied by three copies of a statement of variances. The statement of variances must list all features of the proposed substitution which differ from the contract documents, and must further certify that the substitute has no other variant features. The brochures must include sufficient evidence to enable the Officer-in-Charge to evaluate each feature listed as a variance. Should an unlisted variance be discovered after installation or delivery of the item, the Contractor shall immediately replace the item with the specified item at no cost to the City and without any extension to the contract completion time.

The written substitution request shall be submitted in the following format:

<u>SECTION</u>	<u>ITEM</u>	<u>SPECIFIED</u>	<u>SUBSTITUTE</u>
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If sufficient evidence to make a determination of acceptability of the proposed substitute does not accompany a request for substitution, the request shall be denied unless the Officer-in-Charge allows further evidence to be submitted to qualify the same model and provided that such evidence is submitted prior to the specified deadline unless such period is extended by the Officer-in-Charge.

Substitution requests not complying with the above requirements will be denied. Substitution requests sent to other agencies and received by the Officer-in-Charge after the deadline above will also be denied.

Any bidder whose bid is based on a substitute item which has been approved by the Officer-in-Charge shall include in its bid price, the additional cost required for all modifications in the contract and the cost of all additional diagrams and drawings required to accommodate the substitute item. The modifications referred to include the changes in design that may be required for such work as, but not limited to, architectural, structural, electrical and plumbing.

(c) After bid opening. Substitution requests after bid opening shall comply with the same format and requirements as in subsection (b), provided that substitutions may not be made without the prior written approval of the Officer-in-Charge and only for the following reasons:

(1) The specified or prequalified item is delayed by a lengthy strike in the factory or other unforeseeable contingency beyond the control of the Contractor which would cause an abnormal delay in the project completion;

- (2) All specified or prequalified items are found to be unusable or unavailable due to change or other circumstances;
- (3) The Contractor is willing to provide a more recently developed or manufactured model or item of the same name manufacturer which the Officer-in-Charge determines to be equal or better than the one specified or prequalified; or for
- (4) Any other reason which the Officer-in-Charge may determine to be acceptable in the best interest of the City.

Any savings in cost will be credited to the City and any additional cost for the substituted items will be paid for by the Contractor.

(d) Informal bids. For informal bids, the Officer-in-Charge shall be the sole judge as to whether or not to consider any substitution request. The bidder shall submit three copies of brochures and technical data sheets for review and approval by the Officer-in-Charge. The officer-in-charge's decision shall be final.

(e) Burden of proof. The burden of proof as to the comparative quality and suitability of substitute equipment, materials, devices, systems, or methods of construction, shall be upon the bidder or, if after bid opening, the Contractor. The bidder or Contractor shall furnish, at the bidder's or Contractor's own expense, such information relating thereto as may be required by the Officer-in-Charge.

(f) Officer-in-Charge's decision. Nothing herein shall be construed to mean that the Officer-in-Charge must accept or approve any substitution request submitted under this section. Bidders should not base their bids on substitute brands, makes, or methods without first obtaining approval from the Officer-in-Charge. The Officer-in-Charge reserves the right to reject any request that the Officer-in-Charge deems irregular or not in the best interest of the City. The Officer-in-Charge shall also have the right to terminate the process of evaluation of any request for substitution if continuation of the evaluation will result in a length delay. The Officer-in-Charge shall be the sole judge as to what constitutes acceptability of the substitution with the cost factor to be considered. The Officer-in-Charge's approval of a substitute brand, make, or method shall not release the Contractor from the responsibility of ensuring that the substitute brand, make, or method will provide the same or superior result expected. A request for substitution shall not in any way constitute a justification for an extension of contract time.

(g) The decision made by the Officer-in-Charge shall be final and conclusive.

1.14 Preferences

(1) Hawaii products

(A) The bidder's attention is directed to HRS 103D-1002 and HAR 3-124, Subchapter 1, which provide preference for Hawaii products. All bidders proposing to claim a Hawaii product preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product. The Hawaii Products list is available for examination in the Purchasing Division.

(B) Where a bid contains both Hawaii and non-Hawaii products, the proposal shall include the schedule of Hawaii products and their established classes. Bidders claiming the preference shall complete the schedule and, where there is more than one established class for a Hawaii product, indicate the class for the product being offered.

(C) For the purpose of selecting the lowest bid only, the price bid for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product item bid, respectively. The lowest total bid, taking the preference into consideration, shall be awarded the contract unless the bid provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid offered, exclusive of the preferences.

(D) Should the bid comparison, after taking into consideration the above preferences, result in identical total prices, award shall be made to the bidder offering registered Hawaii products in preference to non-Hawaii products. For evaluation purposes, no preference shall be considered between registered Hawaii products.

(E) Any contract awarded or executed in violation of this section shall be void and no payment shall be made by the City on account of the contract.

(2) Reciprocal

(A) Applicability. The Contracting Officer may, at the Contracting Officer's option, impose a reciprocal preference against bidders from states which apply preferences. When applied, a resident bidder of the State of Hawaii may be given a reciprocal preference equal to the preference the out-of-state bidder would be given in the out-of-state bidder's own state. If the out-of-state bidder's state has a preference comparable to a Hawaii preference, the reciprocal preference shall be equal to amount the out-of-state preference exceeds the Hawaii preference.

Whenever the Contracting Officer determines that the reciprocal preference is to be imposed, the bid form shall indicate such imposition.

(B) Procedures. When applied, the amount of the reciprocal preference as specified above shall be added to the out-of-state bidder's bid price for evaluation purpose only.

The responsible and responsive bidder submitting the lowest evaluated bid, taking into consideration all applicable preferences, shall be awarded the contract, provided the contract amount shall be the amount of the bid price offered, exclusive of the preference.

(3) Recycled products

(A) Applicability. The recycled product preference shall not apply unless there is provided in the proposal, the items allowed for consideration and use as recycled products, the per cent of recycled content required to qualify for a preference, and provided further that the Certification of Recycled Content form is included as part of the bid form.

(B) Procedures. Bidders desiring the preference shall indicate on the certification form included as part of the invitation for bid, the recycled content of the products offered. Recycled content shall be expressed as a percentage of total product weight. Bidders shall submit with the certification form sufficient information to support the stated recycled content of the products offered and shall comply with HAR 3-124-23.

Price preference will be given to recycled products which shall be at least five per cent of the price of the item, and will be used for price evaluation, as specified in HAR 3-124-25.

(4) Evaluation procedure and contract award. Bids allowing more than one preference shall be evaluated and awarded in accordance with HAR 3-124-25.

(5) Federal funds. Any or all of the preferences of this section shall not apply whenever such application will disqualify the City from receiving federal funds or aid. [Chapter 3-124, HAR]

1.15 Bid security, contract performance and payment bonds.

(1) Bid security required.

(A) In accordance with HAR 3-122-223, bid security shall be required when the price bid is \$25,000 or more and shall be in an amount equal to at least five per cent of the amount of the bid.

(B) If a bidder fails to accompany its bid with the bid security, the bid shall be deemed nonresponsive in accordance with the definition of "responsive bidder", except as provided by subparagraph (C). [HAR 3-122-223]

(C) If a bid does not comply with the security requirements of this section, the bid shall be rejected as nonresponsive, unless the failure to comply is determined by the Contracting Officer to be nonsubstantial where:

(i) Only one bid is received, and there is not sufficient time to rebid the contract;

(ii) The amount of the bid security submitted, though less than the amount required by the invitation for bids, is equal to or greater than the difference in the price stated in the next higher acceptable bid plus an amount to cover reasonable administrative costs and expenses including the cost of rebidding the project, resulting from the failure of the bonded bidder to enter into a contract for the work bid; or

(iii) The bid security becomes inadequate as a result of the correction of a mistake in the bid or bid modification in accordance with section 1.19 or 2.5, if the bidder increases the amount of security to required limits within the time specified by the Contracting Officer. [HAR 3-122-223]

(D) Bid deposits. Under paragraphs (3)(B) and (3)(C), of the three apparent lowest bidders shall be retained until execution of a contract and deposit of the proper performance and payment bonds by the successful Contractor, after which time the bid deposits of the three lowest bidders shall be returned. All other

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bid deposits, other than surety bonds, which have not been forfeited, shall be returned to the bidders who furnished them after determining the three apparent lowest bidders.

(2) Contract performance and payment bonds. Performance and payment bonds shall be required when the price of the contract is \$25,000 or more and each shall be in an amount equal to one hundred per cent of the amount of the contract price. The performance and payment bonds shall be delivered by the Contractor to the City at the same time the contract is executed. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled, the Contractor shall be subject to a claim for all resulting damages, its bid security enforced, and the Contracting Officer may award the contract to the next lowest bidder. [HAR 3-122-224]

(3) Acceptable bid security, contract performance and payment bonds. Bidders and contractors shall be required to provide, at no cost to the City, bid security, contract performance and payment bonds. Acceptable bid security, contract performance and payment bonds shall be limited to:

(A) Surety bond in the form attached to the invitation for bids underwritten by a company licensed to issue bonds in this State;

(B) Legal tender; or

(C) A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and payable at sight or unconditionally assigned to the Director of The Department of Budget and Fiscal Services, City and County of Honolulu.

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

(ii) If the required security amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted. [HAR 3-122-222]

(4) Bond forms. Failure to utilize the City's surety bid bond form (Exhibit "A", General Conditions) shall not relieve the bidder or contractor from liability or responsibility if it is discovered that the form utilized is not in compliance with the HAR. The Contractor shall execute the surety performance and payment bond forms provided with award of the contract (Exhibits "B" and "C", General Conditions). If the bidder intends to submit other than surety bonds, the bidder may request of the agency issuing the invitation for bids, the bond form to be submitted with security other than surety bond, or the bidder may submit the bid security or performance and payment security along with its own bond form which shall be in conformance with Exhibits "D" and "E" of the General Conditions. [HAR 3-122-228]

(5) Contracts with Federal funds. In addition to the requirements of this section, whenever a contract is partially or fully funded with Federal funds, the amount of the bonds shall be the amount required by the Federal agency, and the surety companies shall be those listed in the latest issue of the U. S. Treasury Circular 570.

1.16 Insurance; indemnification. Bidders shall include in their bids, any and all costs to provide insurance and comply with the indemnity provisions specified in chapter 7 of the General Conditions.

1.17 Preparation of bids. Bids must be prepared using the form and delivered in the envelope provided for such purpose by the Purchasing Division or the agency calling for bids. Bidders should not prepare their bids on any form marked or stamped "Not for bidding purposes" or with other instructions indicating that such form is not to be used.

(1) Bids shall be prepared in ink or typewritten.

(2) Errors may be erased or crossed out and corrections initialed in ink by the person signing the bid. [HAR 3-122-21]

(3) Bids shall be signed in ink by the individual, by one or more members of a partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the Contracting Officer.

(4) A power of attorney or a corporate resolution should accompany the bid except where the bidder is a sole proprietor and the bid is signed by the sole proprietor.

(5) Out-of-state bidders must list their State of Hawaii address and telephone number in their bids.

(6) Unless otherwise specified in the invitation for bids, bidders must bid on all items listed in the invitation for bids.

(7) In case of discrepancy between prices written in words and those written in figures, the price written in words shall govern.

(8) Proprietary data shall be designated as confidential and shall be readily separable from the bid to facilitate public inspection of the part that is not confidential. [HAR 3-122-21]

1.18 Joint contractor; subcontractor. (a) Bidders shall comply with HRS 103D-302, relating to the listing of joint contractors or subcontractors. Bids which are not in compliance may be accepted if the Contracting Officer or, for informal bids, the Officer-in-Charge concludes that acceptance is in the best interest of the public and the value of the work to be performed by the joint contractor or subcontractor is equal to or less than one per cent of the total bid amount. [HAR 3-122-21]

(b) Changes. The Contracting Officer shall have the right to require a bidder to replace any joint contractor or subcontractor that is not in compliance with HRS 444. Bidders are cautioned that changes to the subcontractor listing requested by the bidder may be considered only if the Contracting Officer determines that there are justifiable reasons as specified in section 4.26 of the General Conditions.

(c) Specialty work. Joint contractors and subcontractors may perform only the specialty work for which they are listed. When alternates are made a part of the bid, bidders shall indicate, if applicable, the alternate and the basic work to be performed by each joint contractor or subcontractor.

1.19 Safety and health: certification.

Where the bid is in excess of \$100,000, the bidder shall certify that, if awarded the contract, the bidder will comply with section 396-18, HRS, relating to safety and health programs for contractors bidding on City construction projects. The certificate of compliance included in the bid proposal shall be submitted with the bidder's bid. Failure to submit the required certification may be grounds for disqualification of the bidder's bid.

1.20 Pre-opening modification or withdrawal of bids. (a) Bids may be modified or withdrawn prior to the time and date set for receipt and opening of bids.

(b) Mistakes in bids; correction or withdrawal prior to bid opening. Correction or withdrawal of a bid because of an obvious mistake in the bid is permissible to the extent it is not contrary to the best interest of the City or to the fair treatment of other bidders. A bidder may remedy a mistake in a bid discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided for withdrawals or modifications below. [HAR 3-122-28]

(c) Method for withdrawal of bids. For withdrawal of bids, by submittal of:

- (1) A written notice received in the office designated in the notice to contractors; or
- (2) A written notice transmitted by facsimile machine to the Purchasing Division at (808) 523-4847. [HAR 3-122-28]

(d) Method for modifications of bids. For modification of bids, by submittal of:

- (1) A written notice accompanying the actual modification received in the office designated in the notice to contractors, stating that a modification to the bid is submitted; or
- (2) A written notice accompanying the actual modification by facsimile machine to the office designated in the notice to contractors; provided bidder submits the actual written notice and modification within two working days of receipt of the facsimile. [HAR 3-122-28]

1.21 Development of specifications. A contractor paid for services to develop or prepare specifications or work statements shall be precluded from bidding or receiving a contract for that particular solicitation. [HAR 3-122-13]

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1.22 Certificate of cost or pricing data. Cost or pricing data and certification of that data shall be required in accordance with section 3.3(f) of the General Conditions.

1.23 Determination of contractual terms and conditions. The Contracting Officer is authorized to determine the contractual provisions, terms, and conditions of solicitations and contracts, provided the provisions, terms, and conditions are not contrary to statutory or chapter 91 administrative rule requirements governing the procurement. [HAR-3-122-7]

CHAPTER 2 - BID OPENING, AWARD AND EXECUTION OF CONTRACT

2.1 Receipt, opening, and recording of bids. (a) Submission of a proposal shall be deemed verification of reading and examination of the invitation for bids, and the project site. Upon its receipt, each bid and modification shall be time-stamped but not opened and shall be stored in a secure place by the officer charged with opening of bids, until the time and date set for bid opening. Bidders are advised to personally time-stamp and deposit the envelopes containing their bids at the Purchasing Division. All bid envelopes must bear the Purchasing Division time stamp mark. Envelopes which are not time stamped or which are time stamped after the specified bid opening time and date shall be rejected except as provided for in section 2.2, Late bids, late withdrawals, and late modifications. Mailed bids must be received and time-stamped on or before the specified time and date.

(b) Public opening and inspection. Bids will be publicly opened and shall be available for public inspection at the time of bid opening except to the extent that the bidder designates trade secrets or other proprietary data to be confidential as set forth in this subsection. [HAR 3-122-30]

Material so designated as confidential shall accompany the bid **and shall be readily separable from the bid** in order to facilitate public inspection of the nonconfidential portion of the bid. [HAR 3-122-21]

(c) Unconditional acceptance of bids. Bids shall be unconditionally accepted without alteration or correction, except as allowed in sections 2.2 and 2.5. [HAR 3-122-30]

(d) Informal bids. Construction estimated to be under \$25,000 are not required to be written bids, or to be opened and read aloud publicly. Such bids may be solicited by the Purchasing Division or by different agencies of the City that have been delegated authority to solicit bids for small purchase construction. In the event written bids are solicited, bidders should confirm the location designated for receiving those bids.

2.2 Late bids, late withdrawals, and late modifications. Any notice of withdrawal, notice of modification of a bid with the actual modification, or any bid received at the place designated for receipt and opening of a bid after the time and date set for receipt and opening of bids is late and will not be considered for award. A late bid, late modification, or late withdrawal shall not be considered late if received before contract award and would have been timely but for the action or inaction of personnel within the procurement activity. [HAR 3-122-29]

2.3 Time for acceptance of bid received in response to a solicitation. Unless otherwise stated in the solicitation, after opening of bids, a bid may be withdrawn only if the City fails to award the contract: (1) For City-funded projects or projects funded in whole or in part by the federal government, within sixty days of the date of opening;
(2) For projects funded in whole or in part by the State, within one hundred fifty days of the date of opening;
and
(3) For improvement district projects, within three hundred days of the date of opening.

2.4 Extension of time for acceptance of bid. After opening of bids, the Contracting Officer or the Officer-in-Charge may request bidders to extend the time during which the City may accept their bids as stated in the terms and conditions of the solicitation. [HAR 3-122-2]

2.5 Mistakes in bid; corrections or withdrawals after bid opening. (a) Correction or withdrawal of a bid because of an obvious mistake in the bid is permissible to the extent it is not contrary to the best interest of the City or to the fair treatment of other bidders. [HAR 3-122-31]

(b) Corrections to bid. Corrections to bids after bid opening but prior to award may be made under the following conditions:

(1) If the mistake is attributable to an arithmetical error, the Contracting Officer or, for informal bids, the Officer-in-Charge shall so correct the mistake. In case of error in extension of bid price, unit price shall govern.

(2) If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Contracting Officer or, for informal bids, the officer-in-charge may waive the informalities or allow the bidder to request correction by submitting proof of evidentiary value which demonstrates that a mistake was made. The Contracting Officer or the Officer-in-Charge shall prepare a written approval or denial in response to this request. Examples of such mistakes include:

(A) Typographical errors;

(B) Transposition 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) If the mistake is not allowable under paragraphs (1) and (2), but is an obvious mistake that if allowed to be corrected or waived is in the best interest of the City or for the fair treatment of other bidders, the Contracting Officer or, for informal bids, the Officer-in-Charge shall correct or waive the mistake.

(c) Withdrawal of bid. Withdrawal of bids after bid opening but prior to award may be made if the mistake is attributable to an obvious error which shall affect price, quantity, quality, delivery, or contractual conditions. The bidder shall request withdrawal by submitting proof of evidentiary value which demonstrates that a mistake was made. The Contracting Officer or, for informal bids, the Officer-in-Charge shall prepare a written approval or denial in response to this request. [HAR 3-122-31]

(d) Correction or withdrawal after award. Correction or withdrawal of bids after award is not permissible except when the Contracting Officer or, for informal bids, the Officer-in-Charge makes a written determination that it would be unreasonable not to allow the mistake to be remedied or withdrawn. [HAR 3-122-31]

(e) The determination made by the Contractor or the Officer-in-Charge shall be final and conclusive unless it is clearly erroneous, arbitrary, capricious, or contrary to law. [HAR 3-122-31]

2.6 Low tie bids. (a) Low tie bids are bids from responsible and responsive bidders that are identical in price and which meet all the requirements and criteria set forth in the invitation for bids.

(b) Method of award. At the discretion of the Contracting Officer or, for informal bids, the Officer-in-Charge, award shall be made in any permissible manner that will resolve tie bids, including but not limited to:

(1) Award the contract to a business providing goods produced or manufactured in this State or to a business that otherwise maintains a place of business in this State; and

(2) Award the contract to the bidder who received the previous award and continue to award succeeding contracts to the same bidder so long as all low bids are identical.

If no permissible method will be effective in resolving tie bids and a written determination is made so stating, award may be made by drawing lots. [HAR 3-122-34]

2.7 Cancellation of solicitation. (a) An invitation for bids may be canceled in whole or in part for reasons which are cogent and compelling and in the best interest of the City. [Chapter 3-122, subchapter 11, HAR]

(b) Prior to bid opening. If canceled prior to opening, the following reasons for cancellation shall apply but not be limited to:

- (1) The agency no longer requires the construction;
- (2) The agency no longer can reasonably expect to fund the procurement;
- (3) Proposed amendments to the solicitation would be of a magnitude that a new solicitation is desirable; or
- (4) The Contracting Officer determines that cancellation of the solicitation is in the public interest.

(c) After bid opening. If canceled after opening but prior to award, the following reasons for cancellation shall apply but not be limited to:

- (1) The construction being procured is no longer required;
- (2) Ambiguous or otherwise inadequate specifications were part of the solicitation;
- (3) The solicitation did not provide for consideration of all factors of significance to the agency;
- (4) Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
- (5) All otherwise acceptable bids or proposals received are at clearly unreasonable prices; or
- (6) There is reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.
- (7) The Contracting Officer or, for informal bids, the Officer-in-Charge determines that cancellation of the solicitation is in the public interest. [HAR 3-122-96]

2.8 Rejection of bids. (a) In addition to the causes stated in subsection 1.1(f), Disqualification of prospective bidders, the Contracting Officer reserves the right to refuse to accept any bid or to reject any bid received from any bidder for any of the following reasons but not limited to:

- (1) The bidder that submitted the bid is nonresponsive.
- (2) The bid is not responsive, that is, it does not conform in all material respects to the invitation for bids.
- (3) The construction item offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the invitation for bids. [HAR 3-122-97]
- (4) Conditioning bids upon other awards. Any bid that is conditioned upon receiving award of both the particular contract being solicited and another City contract shall be deemed nonresponsive and not acceptable. [HAR 3-122-6]
- (5) Bids in which prices are unbalanced, which contain omissions, erasures, alterations, or additions not called for, or irregularities of any kind.
- (6) The bidder is not currently licensed, or has a license which does not cover the type of work required.
- (7) Incomplete, ambiguous, or erroneous listing of joint contractors or subcontractors in the proposal.
- (8) Bids submitted by any one person under the same or different names. Without limiting the generality of the foregoing provision, a person shall be considered to have submitted more than one bid if such person submits more than one bid under the same name, or through agents, or through joint ventures, partnerships or corporation in which such person has more than a twenty-five per cent interest in each of them, or through any combination thereof.
- (9) Evidence that two or more bidders are in collusion to restrict competitive bidding. In such event, the bids of all such bidders shall be rejected and such evidence may be cause for the disqualification of the participants in any future proposal involving any contract with the City.

(b) Limiting the number of awards. The bidder may specify in the bid, the maximum amount of awards acceptable at any one bid letting, provided that any selection of awards will be made by the Contracting Officer. [HAR 3-122-97]

(c) Limiting acceptance to entire bid. Unless allowed by the solicitation, a bid may not limit acceptance to the entire bid or offering:

(1) If acceptance is so limited, such bids shall be deemed to be nonresponsive.

(2) If the bid is properly so limited, the Contracting Officer or, for informal bids, the Officer-in-Charge shall not reject part of such bid and award on the remainder. [HAR 3-122-97]

2.9 Award. (a) The contract shall be awarded with reasonable promptness by written notice to the lowest responsive, responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. [HAR 3-122-33]

The Contracting Officer may, at any time prior to execution of a contract by the City, require the bidder or contractor to submit the required tax clearances from the State Department of Taxation and Internal Revenue Service.

No contract will be awarded to any person suspended or debarred by the State or City, or who has not provided tax clearances from the State Department of Taxation and the Internal Revenue Service.

(b) Under \$25,000. Award for any bid under \$25,000 (including any contingency amount) shall be made by purchase order and will not require performance and payment bonds, builder's risk insurance, or tax clearances.

(c) Exceeding available funds. In the event all bids exceed available funds as certified by the appropriate fiscal officer, the Officer-in-Charge may, with the approval of the Contracting Officer, in situations where time or economic considerations preclude resolicitation of a reduced scope of work, negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsive, responsible bidder, in order to bring the bid within the amount of available funds. [HAR 3-122-33]

2.10 Contract not binding unless funds available. (a) No contract shall be binding or of any force and effect without an endorsement by the Director of the Department of Budget and Fiscal Services, that there is an appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract. [HAR 3-122-102]

(b) Exceptions

(1) If a contract is a multi-term contract pursuant to HAR section 3-122-149, the contracting officer shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts that is sufficient to cover the amount required to be paid under the contract during the current fiscal year or remaining portion of the current fiscal year of the first term of the multi-term contract. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore from sources which are identified in writing;

(2) If the contract is one under which the total amount to be paid to the contractor cannot be accurately estimated at the time the contract is to be awarded; and

(3) If there is no direct expenditure of public funds from the City to the contractor.

(c) Certification of a portion of funds.

Notwithstanding the requirement for certification above, certification of a portion of the total funds required for a contract may be permitted when an immediate solicitation will result in significantly more favorable contract terms and conditions to the City than a solicitation made at a later date; provided that certification for partial funding shall be permitted only if the Director of The Department of Budget and Fiscal Services states in the certificate that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. All contracts partially funded shall be enforceable only to the extent to which funds have been certified as available. [HAR 3-122-102]

(d) Contracts involving Federal funds

GENERAL INSTRUCTIONS TO BIDDERS

(7/99)

(1) In any contract involving not only State or City funds but supplemental funds from the Federal government, or involving one hundred per cent Federal funds, this section shall be applicable only to that portion of the contract amount obligated and payable out of State or City funds; however, this shall be liberally construed so as not to hinder or impede the City in contracting for any project involving financial aid from the Federal government.

(2) Unless otherwise specified, the Contractor, by submittal of a bid and acceptance of an award, agrees that payment of that portion of the contract amount that is supplemented or funded entirely by Federal funds shall be payable upon receipt of those Federal funds.

(3) The invitation for bids shall contain a statement that the project is in part or wholly funded with Federal funds, and that payment to the Contractor of the Federal government's share shall be made upon receipt of those funds from the Federal government. [HAR 3-122-103]

2.11 Execution of contract. (a) Upon notification of award of contract, the successful bidder shall obtain the contract from the Division of Purchasing, Department of Budget and Fiscal Services, for execution. The forms included in the contract document are to be completed and executed by the Contractor and surety in the following manner:

(1) Each and every signature appearing on the contract form must be notarized by a notary public attesting to the persons signing, their titles, and if a corporation, the corporate seal affixed to the contract form.

(2) Each and every signature appearing on the bond forms must be notarized by a notary public attesting to the persons signing, their titles, and if a corporation, the corporate seal affixed to the bonds.

(3) If a corporation, the corporate resolution must be attached; if a joint venture or partnership, a power of attorney authorizing the person(s) signing on behalf of the joint venture or partnership. The surety shall also attach its power of attorney.

(4) The fully executed contract document shall be returned **within ten days** from the date of notification of the award, or within such time as the Contracting Officer may allow, along with evidence of insurance coverages as specified in section 7.1, of the General Conditions.

(b) Failure to enter into contract. Failure to enter into the contract and to furnish satisfactory security **within ten days** from notice of award shall be cause for cancellation of the Contractor's award and forfeiture of the Contractor's bid security as liquidated damages and not as a penalty.

3.1 Authority to resolve protested solicitations and awards. (a) Definitions. As used in this subsection:

(1) "Interested party" means an actual or prospective bidder or contractor that may be aggrieved by the solicitation or award of a contract, or by the protest.

(2) "Protestor" means any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation of the award of a contract and who files a protest. [HAR 3-126-1]

(b) Complaint to officer-in-charge. Complainants should seek resolution of their complaints initially with the Officer-in-Charge or the Contracting Officer. Such complaints shall be made in writing. [HAR 3-126-2]

(c) Filing of protest.

(1) Protests shall be made in writing to the Contracting Officer, and shall be filed in duplicate **within five working days** after the protestor knows or should have known of the facts leading to the filing of a protest. A protest is considered filed when received by the Contracting Officer. Protests filed after the five-day period shall not be considered.

(2) Protestors may file a protest on any phase of solicitation or award including, but not limited to, specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid.

(3) To expedite handling of protests, the envelope should be labeled "Protest" and either served personally or sent by registered or certified mail, return receipt requested, to the Contracting Officer. The written protest shall include as a minimum the following:

(A) The name and address of the protestor;

(B) Appropriate identification of the procurement and, if a contract has been awarded, the contract number;

(C) A statement of reasons for the protest; and

(D) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

(4) The notice of protest shall be deemed communicated and filed within forty-eight hours from the time of mailing, if mailed as provided in paragraph (3), or communicated and filed when received personally by the Contracting Officer.

(5) The Contracting Officer shall submit a copy of the protest to the Corporation Counsel **within three working days** of receipt of the written protest. [HAR 3-126-3]

(d) Request for information. Any additional information requested by any of the parties should be submitted within the time periods established by the requesting source in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Contracting Officer may result in resolution of the protest without consideration of any information which is not filed within the established time period.

(e) Stay of procurements during protest. When a protest has been filed within five working days pursuant to subsection (c) and before an award has been made, the Contracting Officer shall make no award of the contract until the protest has been settled, unless the Contracting Officer makes a written determination, after consulting with the Officer-in-Charge, that the award of the contract without delay is necessary to protect substantial interests of the City.

(f) Making information on protests available. The Contracting Officer shall, upon written request, make available to any interested party information submitted that bears on the substance of the protest except where information is proprietary, confidential, or otherwise permitted or required to be withheld by law or rules. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information. [HAR 3-126-6]

(g) Decision by the Contracting Officer. A decision on a protest shall be made by the Contracting Officer as expeditiously as possible after receiving all relevant, requested information. If a protest is sustained and the protesting bidder or offeror should have been but was not awarded the contract under the solicitation, the available remedies include, but are not limited to awarding the protesting bidder the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorneys' fees. [HAR 3-126-7]

(h) Request for reconsideration. Reconsideration of a decision of the Contracting Officer may be requested by the protestor, appellant, any interested party who submitted comments during consideration of the protest, or any agency involved in the protest. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modifications is deemed warranted, specifying any errors of law made or information not previously considered and shall be filed **not later than ten working days** after receipt of the Contracting Officer's decision.

Requests for reconsideration of a decision of the Contracting Officer shall be acted upon as expeditiously as possible. The Contracting Officer may uphold the previous decision or reopen the case as the Contracting Officer deems appropriate. The decision shall be final and the protesting bidder shall be informed:

(1) Whether the protest is denied or sustained; and

(2) If the protest is denied, the protestor's right to an administrative proceeding pursuant to subchapter 5, chapter 3-126, HAR.

The protesting bidder shall inform the Contracting Officer **within five working days** after the final decision if an administrative appeal will be filed. An appeal shall be filed within seven calendar days of the determinations under subsections 1.1(e) and 1.1(f), this section, or section 3.2. [HAR 3-126-8]

GENERAL INSTRUCTIONS TO BIDDERS (7/99)

3.2 Authority to debar or suspend. The Contracting Officer, in accordance with the provisions of section 103D-702, HRS, and chapter 3-126, subchapter 2, HAR, may debar or suspend a person for cause from consideration for award of contracts. The period of debarment shall not be more than three years, and for suspension, not more than three months.

3.3 Solicitation or award in violation of law. If a solicitation or award is found to be in violation of law, it shall be dealt with in accordance with chapter 3-126, subchapter 4, HAR.

EXHIBIT "A"

(Intent.frm. 1/99)

Contractor

Street/P. O. Box

City/State/Zip Code

Business Telephone

Director, Department of
Budget and Fiscal Services
c/o Division of Purchasing
City and County of Honolulu
530 South King Street, Room 115
Honolulu, Hawaii 96813

SUBJECT: INTENT TO BID

This is to inform you that the undersigned bidder intends to bid on the following project:

PROJECT NAME AND DESCRIPTION: _____

PROJECT NUMBER (IF ANY): _____

BID OPENING TIME AND DATE: 2:00 P.M. _____

The undersigned certifies that the bidder is licensed to undertake this project pursuant to Chapter 444, Hawaii Revised Statutes, relating to licensing of contractors.

BIDDER'S CONTRACTOR'S LICENSE NO: _____
(If a joint venture for this project only, list the license numbers of all partners to the joint venture. Joint venture must notify the Contractor's Licensing Board of this intended action.)

Signature/Title

PROPOSAL

Contractor

Director
Department of Budget and Fiscal Services
City and County of Honolulu
530 South King Street, 2nd Floor
Honolulu, Hawaii 96813

The Undersigned hereby proposes and agrees, if this bid is accepted, to furnish and pay for all labor, materials, tools, equipment, and incidental work necessary to design and construct or install, in place complete, the work called for under and in accordance with the true intent of the Contract Documents for:

DESIGN-BUILD OF BALL BARRIER HEIGHT EXTENSION

AT

TED MAKALENA GOLF COURSE
93-059 WAPIO POINT ACCESS ROAD
WAIPAHU, OAHU, HAWAII

Tax Map Key: 9-3-002:009

JOB NO. 09-P- 13

on file in the Office of the Division of Purchasing, Department of Budget and Fiscal Services, City and County of Honolulu, and that he/she will take in payment therefore the unit and/or lump sum prices as itemized in the following schedule:

PROPOSAL FOR
DESIGN-BUILD OF BALL BARRIER HEIGHT EXTENSION
AT
TED MAKALENA GOLF COURSE

Item	Est.		Unit	Total
No.	Qty.	Description	Price	Amount

BASIC BID

All work and materials shall be in accordance with the requirements of applicable Standard Specifications, Standard Details, Project Site Location Plans, Design/Build Construction Drawings, Project Specifications, and as directed by the Officer-in-Charge.

The scope of work shall also include, but not be limited, to the following:

- Design and prepare a complete set of construction drawings for the 20 foot height extension to 160 lineal feet of the existing ball barrier. It is the intent of this contract to limit the reinforcing the existing ball barrier that will be extended in height by using a "break away" design of the new ball barrier netting. The attachment of the new ball barrier netting shall release the ball barrier netting before the additional wind load stresses on the existing ball barrier supports from the height extension exceed the new design level. The released netting shall not be permitted to be totally blown free from its supports, but be sufficiently restrained to avoid becoming a hazzard or nuisance.
- Submit design calculations and construction drawings prepared, stamped, and signed by a registered structural engineer, for review and approval to the City and appropriate governmental agencies; obtain required permits and clearances prior to construction.
- Site preparation as required.
- Furnish and install height extension supports and barrier netting, in-place complete.
- Repair grassed areas and irrigation system disturbed by the construction work, grass maintenance is not required of the contractor.
- Coordinate and schedule the construction work with the Assistant Golf Course Systems Administrator or his representative.

Item No.	Est. Qty.	Description	Unit Price	Total Amount
1.	L. S.	Design and prepare plans of the ball barrier height extension to 160 L. F. of existing ball barrier and obtain the building permit and other applicable permits, including incidental miscellaneous and appurtenant work, all in accordance with the plans and specifications.		
		Lump Sum		\$ _____
2.	L. S.	Construction of the ball barrier height extension to 160 L. F. of existing ball barrier, in place complete, including incidental miscellaneous and appurtenant work, all in accordance with the accepted plans and specifications.		
		Lump Sum		\$ _____
		TOTAL SUM BASIC BID (Items Nos. 1 and 2, inclusive)		\$ _____

The Undersigned also agrees as follows:

1. That the bids submitted on the various items in this Proposal for which a Lump Sum bid is asked, include all materials, equipment, labor, and all other incidental work required for the complete design, construction, and installation of these improvements in accordance with the plans and specifications.

That the quantities in any item on a Lump Sum bid in this Proposal are approximate only and that payment will be made only for the item in place complete, regardless of amount of material, equipment, and labor necessary to complete the same in a proper and workmanlike manner and in accordance with the plans and specifications. That the quantities shown distributed in the lump sum items are given only for the bidder's and/or Contractor's convenience and for the purpose of making monthly estimates. The bidder and/or Contractor shall verify these quantities in any manner he/she deems necessary or expedient.
2. That the bids will be compared on the basis of the Total Sum Basic Bid. The amount for each bid item shall be the actual or corrected amounts, as the case may be.
3. The time of completion shall be within 180 consecutive calendar days from the notice to proceed, including the design, but excluding the time that the CITY takes to review the design submittal(s).
4. That the Director of Budget and Fiscal Services reserves the right to accept or reject any bid and to waive any defect therein.
5. That the liquidated damages for each and every calendar day the Contractor may delay in the completion of his contract is stated in the Instruction to Bidders.
6. That if this Proposal shall be accepted and the Undersigned shall fail to or neglect to contract as aforesaid, and to furnish the required bond to the City and County within ten (10) days from the date of receiving from the City and County the contract prepared and ready for execution, the City and County of Honolulu may determine that the bidder has abandoned the contract, and thereupon, forfeiture of the security accompanying his/her Proposal shall operate and the same shall become the property of the said City and County of Honolulu.
7. That the Undersigned certifies that he/she is licensed to undertake this project pursuant to Chapter 444, HRS, relating to licensing of Contractors.
8. No allowance.
9. HAWAII PRODUCT PREFERENCE SHALL NOT APPLY TO THIS BID.
10. The apparent successful bidder will be required to submit tax clearances from the State Department of Taxation and the Internal Revenue Service prior to award. The tax clearance certificate must be an original certified by the State Department of Taxation.
11. That in accordance with Section 1.18 of the General Instructions, the bidder shall include the name of each person or firm to be engaged by the bidder as a joint contractor or subcontractor in the performance of the design and construction and the nature and scope of work to be performed by each joint contractor or subcontractor on the attached joint Contractor/Subcontractor Listing.
12. That the undersigned shall certify on the attached Joint Contractor/Subcontractor Listing that the employees of the bidder will perform all other contract work not within the scope of work of the

listed joint contractor(s) or subcontractor(s) and that the bidder is properly licensed to perform such intended work.

13. Enclosed herewith is surety bond,)
legal tender, certificate of deposit,)
share certificate, cashier's check,) (Circle one)
certified check, treasurer's check)
teller's check, official check)

for the sum of _____
_____ DOLLARS (\$ _____),
being no less than 5 percent of the bid amount.

Respectfully submitted,

Name of Bidder

By: _____
Authorized Signature

Print or Type Name & Title of Above

Address: _____

Phone no.: _____

Date: _____

**BIDDER SHALL BE RESPONSIBLE TO CONFIRM THE EXISTENCE OF ANY ADDENDUM TO THIS
BID SOLICITATION BY TELEPHONING (808) 768-3948 OR 768-3963**

ACKNOWLEDGE ADDENDUM (IF ANY) BY INDICATING THE DATE OF RECEIPT.

ADDENDUM NO. 1 _____ ADDENDUM NO. 3 _____

ADDENDUM NO. 2 _____ ADDENDUM NO. 4 _____

CERTIFICATION OF COMPLIANCE
WITH HRS 396-18, SAFETY AND HEALTH PROGRAMS
FOR CONTRACTOR BIDDING ON CITY JOBS

PROJECT NAME AND NUMBER _____

This is to certify that the undersigned will comply with the requirements of HRS 396-18, as follows:

- (A) Pursuant to HRS 396-18, all bids and proposals in excess of \$100,000 shall include a signed certification from the bidder that a written safety and health plan for the job will be available and implemented by the notice to proceed dates of the project. The written safety and health plan shall include:
- (1) A safety and health policy statement reflecting management commitment;
 - (2) A description of the safety and health responsibilities of all levels of management and supervisors on the job and a statement of accountability appropriate to each;
 - (3) The details of:
 - (a) The mechanism for employee involvement in job hazard analysis;
 - (b) Hazard identification, including periodic inspections and hazard correction and control;
 - (c) Accident and "near-miss" investigations; and
 - (d) Evaluations of employee training programs;
 - (4) A plan to encourage employees to report hazards to management as soon as possible and to require management to address these hazards promptly; and
 - (5) A certification by a senior corporate or company manager that the plan is true and correct.
- (B) Failure to submit the required certification may be grounds for disqualification of the bid.
- (C) Failure to have available on site or failure to implement the written safety and health plan by the project's notice to proceed date shall be considered willful noncompliance and be sufficient grounds to disqualify the award and terminate the contract.

Name of Contractor

Signature and Title

Date _____

ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES PROVISION

PROJECT NAME AND NUMBER: _____

This is to certify that the undersigned understands and agrees to the provision for Liquidated Damages, Section 8.4 of the General Conditions of Construction Contracts of the City and County of Honolulu, and that submittal of our bid constitutes acceptance of the provisions and amount of liquidated damages that may be assessed per calendar day as specified in the Instruction to Bidders.

Name of Contractor

Signature and Title

Date: _____

Failure to submit this form with the bid may be cause for rejection.

Section 103D-302, HRS, provides that all bids shall include the name of each person or firm to be engaged by the bidder as a joint contractor or subcontractor in the performance of the construction and the nature and scope of work to be performed by each joint contractor or subcontractor. Construction bids that do not comply with this requirement may be accepted if the Contracting Officer or the HAR conclude that acceptance is in the best interest of the public and the value of the work to be performed by the joint contractor or subcontractor is equal to or less than one percent of the total bid amount. In all other cases, bids which do not comply with this requirement shall be rejected.

In determining work that is to be performed by joint Contractors or Subcontractor, bidders shall be familiar with HRS 444, relating to licensing of Contractors and the Hawaii Administrative Rules, Title 16, Department of Commerce and Consumer Affairs, Chapter 77, Contractors.

Where more than one joint contractor or subcontractor is listed for a category of work, the bidder shall identify the scope of work each will perform, including the alternate if alternate bids are requested.

Name of joint contractor
or subcontractor

Nature and scope of work
(identify alternate number, if applicable)

The undersigned certifies that the employees of the bidder will perform all other contract work not within the scope of work of the above listed joint contractor(s) or subcontractor(s) and that the bidder is properly licensed to perform such intended work.

Name of Contractor

Signature and Title

SURETY BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,

(Full name or legal title of Bidder)

as Bidder, hereinafter called Principal, and _____,

(Name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto the CITY AND COUNTY OF HONOLULU, as Owner, hereinafter called Owner, in the penal sum of _____

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

WHEREAS:

The Principal has submitted an offer for _____

(Project number, if available, and description)

NOW, THEREFORE:

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

Signed this ____ day of _____, 200__.

(Principal)

By _____
Its

(Surety)

By _____
Its Attorney-in-Fact

SURETY BID BOND

CONTRACT

This agreement made on this _____ day of _____, 20 _____, and effective as of the date executed by the Director of Budget and Fiscal Services, by and between the City and County of Honolulu, a Municipal Corporation of the State of Hawaii, hereinafter called the City, and _____, an independent contractor, hereinafter called the Contractor.

WITNESSETH

I

That the Contractor has covenanted and agreed, and by these presents does covenant and agree, for and in consideration of the covenants and agreements of the City and the payments to be made as hereinafter provided:

1. That the Contractor will furnish and pay for all the materials, tools, equipment and labor necessary for constructing and to construct and complete in the most substantial and workmanlike manner all those certain improvements, constructions and work within the City and County of Honolulu, State of Hawaii, as particularly described and set forth in the invitation for bids as hereinafter described and that the Contractor will receive and accept as full compensation for all of such work the prices for the various items of such work as hereinafter set forth.

2. That the Contractor will construct and perform said work in accordance with the true intent and meaning of the invitation for bids marked:

CONTRACT NO. CT-XXX-XXXXXXXX

Insert project name here

Insert job or project number here

on file in the office of the Department of Budget and Fiscal Services of the City and County of Honolulu, said invitation for bids and any and all alterations, amendments, additions and deductions in connection therewith being specifically referred to and incorporated herein by reference and made a part hereof as though fully set forth herein.

3. That the Contractor will commence work as provided in the said invitation for bids.

4. That the Contractor will prosecute said work in an efficient manner so as entirely to complete and perform said work within the time set forth in the said invitation for bids.

5. That in the event of any breach of this contract on the part of said Contractor or cancellation, annulment, or other termination thereof as provided in the said invitation for bids, the City may apply any moneys due or to become due the Contractor under this contract to the completion of the work or to the payment of a second contractor; and in case a contract let after such cancellation, annulment or termination is let at a figure in excess of the amount remaining available for the contract in the hands of the City, free from all claims by those who performed work or furnished materials for this contract prior to the cancellation and termination aforesaid or any deductions authorized by the said invitation for bids in favor of the City, then the Contractor will deposit, within ten (10) days from the receipt of notice of such reletting, to the credit of the City, solely for the prosecution and completion of the work, a sum of money equal to such excess; and in case the City desires to complete the work in any other manner than by contract, then the Contractor will deposit within ten (10) days from the receipt of notice of the final completion of the work, to the credit of the City, the amount of any excess cost occasioned by such completion over the amount available under this contract in its hands, free from all claims as aforesaid, all without prejudice to any other or additional right the City may have against the Contractor or the Contractor's surety or sureties under this contract.

II

And in consideration of the covenants and agreements herein contained by the Contractor to be observed and performed and of the faithful observance and performance thereof and of these presents, the City hereby covenants and agrees with the Contractor:

1. That it will and does hereby employ the Contractor to perform the work according to the terms and conditions herein contained and referred to, and, so long as the Contractor faithfully performs and observes the covenants and agreements contained in this contract and in the invitation for bids the City will pay, and cause to be paid to, the Contractor for such work the sum of _____ AND /100-----DOLLARS (\$_____), being the amount set forth in the Proposal hereto attached and by reference made a part of this contract.

2. That payments will be made at the time, in the manner and upon the conditions set forth in the invitation for bids.

III

AND IT IS MUTUALLY COVENANTED AND AGREED by and between the parties hereto, as follows:

1. That the terms, conditions, covenants and provisions of this contract, and the invitation for bids herein incorporated by reference, shall be liberally construed to effect the objects and purposes of the parties hereto under any provisions of law, statute or ordinance applicable thereto.

2. That if any term, condition, covenant or provision of this contract or any part of the invitation for bids herein incorporated by reference is held by any court to be invalid under the laws of the State of Hawaii or the United States of America, such part of the contract or the invitation for bids as shall have been held to be invalid shall not affect the validity of this contract as a whole or any part thereof, which can be given effect without the term, condition, covenant or provision decided to be invalid.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

THE CITY AND COUNTY OF HONOLULU

By _____
Director, Department of Budget
And Fiscal Services

Date: _____

Contractor

By _____
Its (Seal)

By _____
Its

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel
City and County of Honolulu

SPECIAL PROVISIONS

SECTION SP 1 - THE HAWAII ADMINISTRATIVE RULES, GENERAL INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONSTRUCTION CONTRACTS:

The Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, hereinafter referred to as "HAR," is by reference incorporated herein and made a part of these contract documents. The HAR is available for inspection at the Purchasing Division, Department of Budget and Fiscal Services, City and County of Honolulu.

The "GENERAL INSTRUCTIONS TO BIDDERS, JULY 1999," and the "GENERAL CONDITIONS OF CONSTRUCTION CONTRACTS, JULY 1999," of the Department of Budget and Fiscal Services, City and County of Honolulu, are by reference incorporated herein and made a part of these specifications. The terms "General Instructions" and "General Conditions" used hereinafter refer to the "GENERAL INSTRUCTIONS TO BIDDERS, JULY 1999," and the "GENERAL CONDITIONS OF CONSTRUCTION CONTRACTS, JULY 1999," respectively. Copies of the General Conditions are on file and may be inspected at the Division of Purchasing during regular business hours of the City or may be obtained online at <http://www.honolulu.gov/pur>. Any provision of the General Instructions and General Conditions not in conflict with the Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, shall be applicable to this contract.

SP 1.1 GENERAL INSTRUCTIONS TO BIDDERS

A. All Contractors must list the names of all their subcontractors when bid proposals are submitted to the City. No substitutions and/or waivers after the bids are opened will be permitted without the written approval of the Contracting Officer. Contractors who are licensed to do the sub-trade work will submit written certification when bids are submitted to the City listing the sub-trade work to be done and that the employees of the company will do the sub-trade work listed.

B. Responsibility of Offerors

The General Instructions to Bidders shall be amended as follows:

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the City as proof of compliance with the above-mentioned requirements.

Method of Award. Award, if made, shall be to the lowest responsive, responsible Offeror whose bid meets the requirements and criteria set forth in the Instructions to Bidders and/or Proposal.

Responsibility of Lowest Responsive Bidder. Reference § 103D-310(c), HRS. If compliance documents have not been submitted to the City prior to award, the lowest responsive Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Hawaii Compliance Express. Vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Section 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the following sections.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Awarded Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the purchasing agency.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the purchasing agency. However, the tax clearance certificate shall be submitted to the purchasing agency.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Awarded Offeror shall also be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the purchasing agency. A photocopy of the certificate is acceptable to the purchasing agency.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the purchasing agency.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the purchasing agency. However, the certificate shall be submitted to the purchasing agency.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.

Lastly, the awarded Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the purchasing agency. A photocopy of the certificate is acceptable to the purchasing agency.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the purchasing agency as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spc.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction – Chapter 103D, HRS, menu.

- C. Delete Sections 3.1, 3.2 and 3.3 of the General Instructions to Bidders in its entirety and replace with the following:

"3.1 Authority to resolve protested solicitations and awards.

Complaints and protest of awards shall be subject to the requirements specified in chapter 3-126, subchapter 1, HAR and section 103D-701, HRS.

(a) Filing of complaint and protest prior to receipt of offers. Protestor initially should seek an informal resolution of the protestor's complaint with the procurement officer named in the solicitation. Protestor may file a protest pursuant to section 103D-701, HRS, prior to the receipt of offers on any phase of a solicitation. [HAR 3-126-3]

(b) Protest of an award. A protest of an award shall be submitted in writing to the Contracting Officer within five working days after the posting of the notice of award. Protest filed after the five working day period shall not be considered. [HAR 3-126-4]

- 3.2 Authority to debar or suspend. The Contracting Officer, in accordance with the provisions of section 103D-702, HRS, and chapter 3-126, subchapter 2, HAR, may debar or suspend a person for cause from consideration for award of all public contracts and from performance on any public contracts. The period of debarment shall not be more than three years, and for suspension, not more than three months.

- 3.3 Solicitation or award in violation of law. If a solicitation or award is found to be in violation of law, it shall be dealt with in accordance with chapter 3-126, subchapter 4, HAR."

- D. Add Section 1.5(e) with the following:

- (e) Contractor's responsibility: The Contractor accepts the conditions at the construction site as they eventually may be found to exist and warrants and represents that the contract can and will be performed under such conditions, and that all material, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the contractor's own cost and expense, anything in this contract to the contrary notwithstanding."

SP 1.2 GENERAL CONDITIONS OF CONSTRUCTION CONTRACTS

The following modifications are made to the General Conditions of Construction Contracts ("General Conditions"):

- A. The fourth paragraph of Section 3.3 (b) of the General Conditions, relating to modifications of the contract, is deleted and the following paragraph substituted:

"On any price adjustment, Contractor shall submit detailed cost breakdowns in the format attached herein as Exhibit "F," for material, equipment and labor, including additional or reduction in time, for the Officer-in-Charge's approval, within three working days or within such further time as the Officer-in-Charge may allow, from the time the Contractor is informed of the work to be performed or of any changes. The substantiation shall include the Contractor and subcontractor's cost breakdown to a level of detail acceptable to the Officer-in-Charge."

- B. Section 4.3 Commencement Requirements. Delete Paragraph (a) in its entirety and replace with the following:

"(a) Notice to Proceed. Upon execution of the contract by the Contracting Officer, the Officer-in-Charge may schedule a pre-construction conference or issue a notice to proceed to the Contractor designating the official commencement date for performance of the contract. Unless otherwise specified in the invitation for bids, the notice to proceed shall be issued within 90 calendar days after execution of the contract by the Director of the Department of Budget and Fiscal Services unless a later date is agreed to by mutual agreement. In the event that the notice to proceed is delayed beyond the 90 calendar days or the time mutually agreed to, the contract amount may be adjusted in accordance with Section 8.1, Suspension of Work, or the Contracting Officer may, upon recommendation by the Officer-in-Charge, terminate the contract for convenience."

- C. The last sentence of Section 4.14(b) of the General Conditions, relating to work stoppage for hazardous materials, is deleted and substituted by the following:

"The work in the affected area shall be resumed in the absence of any hazardous materials or when it has been rendered harmless."

- D. Section 4.14(e) of the General Conditions, relating to dispute resolution for hazardous materials work, is deleted in its entirety.

- E. Delete Section 6.6 of the General Conditions in its entirety and replace with the following:

"(a) Any, money, other than retainage, paid to a Contractor shall be dispersed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the Subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes on which the procurement agency has withheld payment."

(b) Upon final payment to the Contractor, full payment to the Subcontractor, including retainage, shall be made within ten days after receipt of the money; provided there are no bona fide disputes over the Subcontractor's performance under the subcontract.

(c) Where a subcontractor has provided evidence to the Contractor of:

- (1) A valid union trust fund contribution bond acceptable to the Contractor in an amount not less than three months of the Subcontractor's trust fund contribution;
 - (2) A performance and payment bond for the project executed by a surety company authorized to do business in the State;
 - (3) Any other bond acceptable to the Contractor; or
 - (4) Any other form of mutually acceptable collateral; and the Contractor fails to pay in accordance with this section, a penalty of one and one-half percent per month shall be imposed on the outstanding amounts due to the Subcontractor. The penalty may be withheld from future payment due to the Contractor.
- Where a Contractor has violated subsection (b) three or more times within two years of the first violation, the Contractor shall be referred to the Contractor License Board by the procurement agency under HRS Section 444-17(14)."

SP 1.3 PLANS AND SPECIFICATIONS

For CD-ROM or electronically downloaded Bid Documents: The City and County of Honolulu will provide three (3) sets of plans and specifications to the Contractor awarded the project. Any additional sets required shall be provided by the Contractor at their own expense.

SECTION SP 2 - REFERENCE SPECIFICATIONS:

The current edition of the following shall be applicable and incorporated and made part of these specifications (copies may be purchased at the Library, Records Management and Bookstore Section, Customer Service Department during regular business hours of the City):

- A. Parks Standard Details for Parks and Recreation Construction of the Department of Parks and Recreation, City and County of Honolulu, hereafter referred to as Parks Standard Details.
- B. Standard Specifications for Public Works Construction, of the Department of Public Works, City and County of Honolulu, hereafter referred to as DPW Standard Specifications.
- C. Standard Details for Public Works Construction, of the Department of Public Works, City and County of Honolulu, hereafter referred to as DPW Standard Details.
- D. The Board of Water Supply, City and County of Honolulu, Water System Standards, Vol. 1, Approved Material List and Standard Details for Water System Construction, Vol. 2 and Water System External Corrosion Control Standards, Vol. 3.

- E. Building Department, City and County of Honolulu, Building, Electrical, and Plumbing Codes.

SECTION SP 3 - CHARGES FOR OVERTIME INSPECTIONS:

Pursuant to Chapter 41, Revised Ordinances of Honolulu 1990, as amended, the amount to be charged to the Contractor by the City for overtime inspections shall be at the rate for the current fiscal year as set by the Department of Budget and Fiscal Services.

SECTION SP 4 - PERMITS, LICENSES:

SP 4.1 GENERAL

This section shall supplement Subsection 4.3 (i) of the General Conditions.

All City Department of Planning and Permitting fees are waived for this contract.

The Contractor shall obtain all permits and licenses, pay all charges, fees and taxes, give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. These may include but are not limited to the following:

- A. Demolition Permit (including all notices to the State Department of Health and Environmental Protection Agency for removal of toxic and hazardous material).
- B. Dumping Charges.
- C. Grading Permits.
- D. Traffic Permit.
- E. Community Noise Permit.
- F. Building Permit.
- G. National Pollutant Discharge Elimination System Permit (NPDES).
- H. Rodent Control Requirements on Demolition of Structures and Clearing of Sites and Vacant Lots.

SP 4.2 PAYMENT

All cost and work covered under this section shall not be paid for directly but shall be considered incidental and included in the prices bid for the various items of work.

SECTION SP 5 - ORDERING MATERIALS:

So as not to delay completion of the work, the Contractor shall place orders for all specialty items after execution of the contract and immediately following the official Notice to Proceed date and the written acceptance of all shop drawings by the Officer-in-Charge. Evidence of placement of such orders shall be provided to the Officer-in-Charge.

SECTION SP 6 - OPERATIONS AND STORAGE AREAS:

Except for portions of the ground and facilities affected by this contract, the facilities will be accessible to and in continuous use by the public. The Contractor shall provide full cooperation with the using agency of the facility to effectively maintain such use of the facilities.

No unauthorized or unwarranted entry upon, passage through, or storage, or disposal of materials shall be made upon City premises. City premises adjacent to the construction will be made available for use by the Contractor without cost whenever such use will not interfere with other City uses or purposes. The Contractor shall be liable for any and all damage caused by him to such City property.

The Contractor shall use only established roadways or construct and use such temporary roadways or building as may be authorized by the Officer-in-Charge.

Areas within the facilities which are utilized by the Contractor with the permission of the Officer-in-Charge for storage, access, or any other construction operation shall be considered part of the project area and shall be used and restored by the Contractor.

SECTION SP 7 - SANITARY PROVISIONS:

Sanitary conveniences for the use of employees on the work site shall be provided and maintained by the Contractor and their exclusive use strictly enforced. These conveniences shall comply with the requirements and regulations of the State Department of Health. Contractor's sanitary convenience shall be located so that it will be as inconspicuous as possible to the passing motorists and the facility visitors.

In parks and other sites where there are comfort stations and/or public facilities, the Contractor will not be required to provide sanitary facilities for use by his employees; however, the Contractor shall be responsible to keep the City facilities used by him and his employees clean and respectable.

SECTION SP 8 - SURVEYS AND CONSTRUCTION STAKES, LINES, AND GRADES:

SP 8.1 GENERAL

This section shall supersede Subsection 4.3 (j) of the General Conditions.

Drawings include site plan showing approximate existing and new finish elevations. Contractor shall verify all grades, lines, levels, and dimensions shown on drawings and shall report any errors or inconsistencies to the Officer-in-Charge before commencing work. Failure to do so shall make the Contractor responsible for any changes which may be required thereafter in connection therewith. The Contractor shall at his own expense furnish all stakes, templates, platforms, equipment, and labor that may be required in setting and cutting or laying out any part of the work. The Contractor will be held responsible for the proper execution of the work to such lines and grades as may be indicated by the Officer-in-Charge, and all stakes or other marks thus established shall be preserved by him until their removal is authorized by the Officer-in-Charge. The Contractor shall be responsible for laying out the project.

The work required for construction shall be laid out and provided with grade stakes

through the services of a registered land surveyor licensed in the State of Hawaii.

SP 8.2 PAYMENT

All cost and work under this section shall not be paid for directly but shall be considered incidental and included in the prices bid for the various items of work.

SECTION SP 9 - ELECTRICAL AND WATER SERVICE:

SP 9.1 GENERAL

This section shall supplement Subsection 4.3 (I) of the General Conditions.

SP 9.2 UTILITIES

The Contractor shall pay for all utility service or connection charges, as specified in the Proposal or the Instructions to Bidders, against the Department of Design and Construction by the various public utility companies, including the Board of Water Supply and the Department of Environmental Services, and it shall be considered that the cost of the charges are included in his bid, and no extra compensation shall be paid to the Contractor thereof.

Where there are existing utilities serving the project site and upon approval from the Officer-in-Charge, the Contractor may make a temporary connection into the utility lines within the site for use during construction of this project. The Contractor shall furnish all labor, materials (including temporary meters), and equipment necessary for proper installation and the protection of existing improvements. The Contractor will be assessed a charge based on the usage indicated from the meter readings. Upon completion of the project, the Contractor shall remove all temporary installations and restore the site to the satisfaction of the Officer-in-Charge at no cost to the City. If there are no existing utilities serving the project site, it is the Contractor's responsibility to obtain temporary utility services as required for construction at no additional cost to the City. All assessed charges for temporary utility services shall be included as part of the basic bid price and independent of other utility allowances.

SECTION SP 10 - WORK LIMITATIONS, PROTECTIVE BARRIERS, AND WARNING SIGNS:

Because of the facility's activities, it may be necessary to confine the work to one area, at any one time. The Contractor shall provide and maintain protective barriers, fencing, and whatever signs necessary to caution the visiting public. The cost of providing and maintaining the protective barriers and warning signs shall be considered incidental to the cost of the project, and no extra compensation shall be made to the Contractor thereof.

SECTION SP 11 - EXISTING UTILITIES:

This section shall supplement and modify Subsection 12.3, "PROTECTION OF EXISTING IMPROVEMENTS," of the DPW Standard Specifications and Subsection 1.5 (c), "UTILITIES, UNDERGROUND," of the General Instructions and Subsection 4.3 (n) of the General Conditions.

The Contractor shall be responsible for the protection of existing surface and subsurface utilities and facilities within and abutting the project that the Contractor encounters during the progress of the work, such as the telephone system, electric system, water system, sewer system, drainage system and irrigation system, etc., whether or not shown on the plans. Such utilities and facilities shall not be disturbed or damaged unless otherwise instructed on the plans and specifications. The Contractor shall notify the Officer-in-Charge and the owner of the affected utility and/or facility immediately of any damage or disturbance to the utility and/or facility.

The existing surface and subsurface utilities and facilities shown on the plans are approximate in their locations. The Contractor shall be fully responsible for any and all damages, injuries, deaths, expenses, etc., to property, personnel, and the public from accidents to and from existing utilities and facilities which actual locations are within 5 feet of the centerline of the utility or facility as shown on the plan. The Contractor shall repair, restore or reconstruct at his cost any damage to utilities and facilities resulting in the performance of the work to the satisfaction of the Officer-in-Charge and/or the owner of the affected utility or facility.

Should existing utilities and facilities not shown on the plans and/or not pointed out to the Contractor in the field be encountered during the performance of the work, the Contractor shall promptly notify the Officer-in-Charge for instruction. Failure to do so will constitute acceptance of the site conditions and the Contractor assumes responsibility for any and all damages arising from his operations. Upon notification of the encounter with unanticipated utilities, the Officer-in-Charge may instruct the Contractor to relocate or adjust the existing utilities or facilities which shall be considered additional work as covered by Section 3.3, Modifications of the General Conditions.

SECTION SP 12 - PROJECT SIGN:

This section shall supplement Subsection 4.3 (h) of the General Conditions.

When called for in the Instructions to Bidders, construction sign board(s) shall be installed prior to construction as herein detailed and shown in these specifications. No construction shall commence before the construction sign is installed.

SECTION SP 13 - ENVIRONMENTAL POLLUTION CONTROL:

SP 13.1 GENERAL

This section shall supplement Subsection 4.15 of the General Conditions.

SP 13.2 NON-COMPLIANCE

The Officer-in-Charge will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. If the Contractor fails or refuses to comply promptly, the Officer-in-Charge with the approval of the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No extension of time or payment for excess costs or damages shall be made for the time lost due to such stop action.

SP 13.3 PAYMENT

The cost of environmental pollution control shall not be paid for directly but shall be considered incidental and included in the prices bid for the various items of work.

SECTION SP 14 - NOISE CONTROL:

SP 14.1 GENERAL

This section shall supplement Subsection 4.16 of the General Conditions.

The Contractor shall comply with the provisions of Chapter 43, Community Noise Control for Oahu, of the State Department of Health Administrative Rules. Where required, the Contractor shall obtain a Community Noise Permit.

SP 14.2 LIMITATIONS OF CONSTRUCTION ACTIVITIES

- A. Construction activities shall not create "excessive noise" when measured at or beyond the property line of the construction site for the hours before 7:00 a.m. and after 6:00 p.m. of the same day.
- B. Construction activities which emit noise in excess of 95 DBA at or beyond the property line of the construction site shall be restricted to the hours between 9:00 a.m. and 5:30 p.m. of the same day.
- C. Construction activities which exceed 95 DBA at or beyond the property line of the construction site shall be prohibited on Saturdays.
- D. Construction activities which exceed the "allowable noise levels" at or beyond the property line of the construction site shall be prohibited on Sundays and on all holidays observed by the City.

SP 14.3 PAYMENT

The costs and work covered by this section shall not be paid for directly but shall be considered incidental and included in the prices bid for the various items of work.

SECTION SP 15 - PROTECTION OF PROPERTY:

SP 15.1 GENERAL

Any damage to existing structures or work of any kind or the interruption of a utility service resulting from failure to comply with the requirements of this contract shall be repaired or restored promptly by or at the expense of the Contractor.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Officer-in-Charge. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking on grassed areas by equipment.

The Contractor shall erect and maintain adequate safety signs, fences, barricades, blinkers, etc.

After the construction, the Contractor shall restore the premises used for his operations to its original condition.

SP 15.2 PAYMENT

The cost of the work under this section shall not be paid for directly but shall be considered incidental and included in the prices bid for the various items of work.

SECTION SP 16 - ACKNOWLEDGMENT OF LIQUIDATED DAMAGES PROVISION:

Subsection 8.4 of the General Conditions relating to Damages for Delay states that the parties to the contract mutually understand and agree that time shall be of the essence to the contract and that in case of failure on the part of the Contractor to complete the work under the contract within the specified time, the City will be damaged thereby, and that the amount of said damages being difficult if not impossible of definite ascertainment and proof, the Contractor hereby agrees to pay a certain sum as liquidated damages in the amount and manner specified in Instructions to Bidders.

The acknowledgment form attached to the proposal and made a part of the bid document shall be completed, signed by the Contractor, and submitted with its bid. Failure to acknowledge and submit the form with the bid may be cause for rejection of a bid.

SECTION SP 17 - DEFECTIVE WORK:

SP 17.1 GENERAL

This section shall supplement Subsection 4.25 of the General Conditions.

The Contractor shall guarantee to remedy any defects due to faulty materials and/or workmanship or any damage to other work resulting therefrom which shall appear within a

period of one year after the date of acceptance of the project or portion of the project involved unless a longer period is specified. The Contractor shall take action to correct any defective work within five (5) calendar days from the date of notification by the City.

SECTION SP 18 - AS-BUILT DRAWINGS:

Upon the completion and acceptance of the project by the Officer-in-Charge or his authorized representative, the Contractor shall submit to the City one (1) complete set of certified As-Built Drawings. The Contractor shall note all changes and deviations from the original plans, drawings, and specifications, including all substituted materials and equipment and certified by stamping and signing each sheet that it represents the As-Built conditions. After the City or Consultant transfers the as-built markings to the final drawings, the Contractor shall review the final drawings and sign each drawing certifying that it represents the as-built condition.

SECTION SP 19 - SURPLUS EXCAVATED MATERIALS:

All surplus excavated materials from the project shall become the property of the Contractor unless otherwise specified in the Detailed Specifications. Excess material, debris, adobe, and unacceptable materials shall be hauled away.

The cost of the work under this section shall be considered incidental and included in the prices bid for the various items of work.

SECTION SP 20 – STANDARD CONTRACT INSURANCE CLAUSE – CONSTRUCTION CONTRACTS:

Delete Section 7.1 of the General Conditions of Construction Contracts in its entirety and replace with the following:

“7.1 INSURANCE.

- (A) Required coverages. The Contractor shall procure or cause to be procured and maintain (as provided herein), at no cost to the City, during the life of this contract and any extensions thereof, or until such time as action against the Contractor or Subcontractor for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, the following types of insurance to cover the operations under the contract, and all other insurance that may be required under the laws, ordinances or regulations of any governmental authority:

Workers Compensation and Employers' Liability Insurance. The Contractor shall maintain workers compensation and employers' liability insurance. Workers compensation coverage shall be in accordance with State statutes. Employers liability and/or commercial excess limits shall be not less than \$1,000,000 each accident or otherwise as set forth in the Special Provisions.

- (1) Commercial General and Excess Liability Insurance. (a) Contractor shall maintain commercial general liability (CGL) and if necessary commercial excess insurance

with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and not less than \$2,000,000 products-completed operations aggregate limit, or otherwise as set forth in the Special Provisions. CGL insurance shall be written on ISO occurrence form, CG 00 01 (or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse and underground property damage (XCU) and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The City shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 (or equivalent), and under the commercial excess, if any. The City's Design Engineers, Architects and/or Surveyors, and Construction Manager shall be included as insured, using ISO additional insured endorsement CG 20 32 (or equivalent), and under the commercial excess, if any. (b) Continuing Completed Operations Liability Insurance: Contractor shall maintain commercial general liability (CGL) and if necessary, commercial excess liability insurance with limits of not less than \$1,000,000 each occurrence or otherwise as set forth in the Special Provisions for at least one (1) year following final acceptance of the work, or for such other period as specified in the Special Provisions. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or equivalent form) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

- (2) Business Auto and Excess Liability Insurance. Contractor shall maintain business auto liability (including no-fault coverage) and if necessary, commercial excess liability insurance with limits of not less than \$1,000,000 per accident, or otherwise as set forth in the Special Provisions. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used in the performance of this contract. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, with appropriate Hawaii endorsements, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- (3) Professional Liability Insurance. If Contractor is required to perform professional design and/or engineering services, Contractor shall provide professional liability insurance, covering the Contractor, any design professionals hired by Contractor, and or any Subcontractors, and their respective employees and agents for liability arising out of errors, omissions, or negligence in the performance of professional services under the contract. Limits shall be not less than \$1,000,000 per claim, or otherwise as set forth in the Special Provisions. Such insurance shall remain in full force and effect continuously for the period of design and construction of the work, and for an additional one (1) year period following substantial completion of construction, as set forth in the Special Provisions, provided that such coverage is reasonably available at commercially affordable premiums, as mutually determined and agreed, prior to the bid.

(4) Property Insurance. (a) Contractor shall purchase and maintain in force property insurance on the work at the site, in an amount equal to the full replacement cost of the work, or the initial contract sum (including any subsequent modifications thereto), whichever is greater. Such property insurance shall be maintained in effect as required in the Contract documents. This insurance shall name as insured the City, the Contractor, and all Subcontractors in the work.

(i) Builders Risk Insurance, covering loss or damage to covered property, which shall include structures or buildings, and all fixtures, materials, supplies, machinery and equipment to be used in or incidental to the work, scaffolding, false work, fences and temporary buildings located on the site, portions of the work located away from the site but intended to be used in the site, and portions of the work in transit. This insurance shall cover all risks of physical loss or damage, excluding earthquake, flood and hurricane, and shall include coverage for reasonable compensation for architects' services and other expenses made necessary due to an insured loss, the cost of debris removal and demolition as may be legally necessary by operation of any law, ordinance or regulation.

(ii) Site Work: Property insurance is not required for loss or damage to site work, defined as new underground works, sidewalks, paving, excavation or site preparation and landscaping. Contractor is responsible for loss or damage to such site work, as defined, until final acceptance and it is the Contractors sole option to insure or self-insure this risk.

(iii) Earthquake, Flood, and Windstorm Insurance: If required in the Special Provisions, Contractor shall provide coverage against loss or damage to the work due to the perils of earthquake, flood and/or hurricane, with limits equal to the replacement cost of the work, or as close to such amount as is reasonable available, and subject to the review and approval of the City.

(iv) Boiler and Machinery Insurance: The Contractor shall purchase and maintain Boiler and Machinery insurance if required by the Contract documents or by law, covering insured objects during installation and testing and until final acceptance.

(v) Contractor shall be responsible for any and all loss or damage to Contractor's equipment, tools and other personal property, and may at its option purchase insurance to cover such property and equipment.

(b) Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to obtain consent of the insurer(s) and Contractor and City agree to take no action, other than upon mutual written consent, with respect to occupancy for the use of the work that could lead to cancellation, lapse, or reduction of insurance.

(B) GENERAL CONDITIONS, applicable to all insurance herein required, unless otherwise specified above:

- (1) As used herein, "City" shall mean the City and County of Honolulu, its elected and appointed officials, employees, agents and servants.
- (2) Except for Professional Liability Insurance required in 7.1(a)(4) above, Contractor waives all rights against the City for recovery of damages to the extent such damages are covered by the insurance required herein.
- (3) All insurance required herein shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City.
- (4) Subcontractors Insurance. Contractor shall either:
 - (a) Include all Subcontractors as insured under all insurance set forth in paragraphs 7.1(A), above; OR
 - (b) Cause each Subcontractor employed by Contractor to purchase and maintain in insurance of the types specified above. Contractor shall obtain and maintain evidence of Subcontractors' insurance, and if requested by City, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.
- (5) Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- (6) The Contractor is responsible for paying any portion of any loss not covered because of the operation of any deductible applicable to the insurance required herein. If the City is damaged by the failure of the Contractor to maintain insurance as required in this paragraph, then the Contractor shall bear all reasonable costs properly attributable to that failure.
- (7) Evidence of Insurance.
 - (a) Upon execution of the Contract by Contractor, Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with insurance requirements set forth in paragraphs 7.1(A)(1), (2) and (3) above.
 - (b) Prior to commencing the work, Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance required under paragraphs 7.1(A)(4) and (5) above.
 - (c) With respect to continuing insurance as required under Section 7.1(A)(2)(b) and 7.1(A)(4) above, Contractor shall provide certificate(s) of insurance evidencing such coverage at the time of final payment, and thereafter whenever requested by the City.
 - (d) All certificates shall provide for 30 days written notice to City prior to the cancellation or material change of any insurance referred to therein.
 - (e) Contractor shall provide certified copies of all insurance policies required

- above within 10 days of the City's written request for said copies.
- (f) Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligations to maintain such insurance.
- (8) **Failure to Maintain Required Insurance**
 - (a) Failure to maintain the required insurance may result in termination of this Contract at City's option.
 - (b) The City shall have the right, but not the obligation, of prohibiting Contractor or any of its Subcontractors from entering the project site until Contractor has provided certificates or other evidence that insurance has been placed in complete compliance with these requirements and such certificates have been approved by the City.
 - (c) If the Contractor fails to maintain the insurance as set forth herein, the City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
 - (9) No representation of coverage adequacy. By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the City under this Contract.
 - (10) The City reserves the right to require additional kinds or amounts of insurance, as may be mutually agreed from time to time.

SP-21 PAYMENT FOR DELIVERED MATERIALS OR EQUIPMENT:

Delete Section 6.4 and 6.5 of the General Conditions in its entirety and replace with the following:

"6.4 Payment for delivered materials or equipment. (a) No payment for any material or equipment *that is affixed, movable or removable*, delivered to the site of the work under the Contract will be made until said material or equipment is incorporated into the parts of the project required to be constructed under the Contract. *Payment for the delivered material or equipment shall be included in the monthly progress payment under the appropriate cost item. Each progress payment shall include the completed "Report of Equipment Purchased with Construction Contracts" (Form BFS-P-79). Whenever payment is requested for delivered equipment that is movable or removable, two copies of the list of such equipment must be attached to the report. The list shall include the equipment description, make, model, serial number, quantity, cost, an indication of whether or not the equipment is movable or removable, and the specific location of the equipment such as the room number. The amount included for payment under this subsection shall be subject to the retention requirement. Approval of progress payment shall be contingent upon the submission of the report (Form BFS-P-79) and the equipment list.*

- (b) Specialized or Special Ordered Materials, Equipment. The Officer-in-Charge may, to the

extent provided for in the contract, include in the monthly estimate for progress payment the delivered cost of specialized materials, special ordered materials or equipment usable only for the contract. Such inclusion in the monthly estimate will be allowed only if all costs are substantiated by evidence of delivery and payment, and only for such materials or equipment as are specifically described or referred to in the Contract as being the subject matter for such inclusion in the monthly estimate for progress payment. *The progress payment shall include the "Report of Equipment Purchased with Construction Contracts" and a list of the movable and removable equipment as described in Section 6.4(a).* Payment to the Contractor shall not terminate the Contractor's responsibility or ownership of such materials or equipment until incorporated in place and accepted by the Officer-in-Charge. The Contractor shall be responsible for the safekeeping of such specialized materials or equipment until incorporated into the work and accepted by the Officer-in-Charge. The amount included for payment under this subsection shall be subject to the retention requirement.

(c) **Movable or Removable Equipment.** *Movable or removable equipment as specified in subsection (a) is defined as any item that can be removed with a hand tool, or can be moved or transferred to another location, or can be tagged with an identification number as listed in the proposal.*

6.5 Final Payment. (a) Final payment. After final acceptance by the Officer-in-Charge, the Contractor will be paid the balance due in accordance with the Officer-in-Charge's final estimate of the construction actually performed and approved by the Contractor, provided that final payment will be made only with the approval of the Contracting Officer or, for improvement districts, the City Council and upon submittal of the following to the Contracting Officer:

- (1) *Completed form BFS-P-79, "Report of Equipment Purchased with Construction Contracts", in accordance with Section 6.4;*
- (2) *Whenever the payment includes payment of movable or removable equipment, two copies of the list of equipment installed or provided under the contract, listing the description, make, model, serial number, quantity, cost, an indication of whether or not the equipment is movable or removable, and the specific location of the equipment such as the room number, in accordance with Section 6.4;*
- (3) Written consent of the surety or sureties on the Contractor's bonds;
- (4) Tax clearances from the Director of Taxation of the State and the Internal Revenue Service;
- (5) Completed form DF-P-65 (Exhibit "K"), acknowledging any outstanding claims arising out of the performance of the Contractor's work; and
- (6) Evidence of continuing insurance as required in Section 7.1.

(b) Failure to comply. If the Contractor delays or fails to comply with the requirements of this section, the Contracting Officer, upon recommendation of the Officer-in-Charge and without further obligation to the Contractor, may take any or all of the following actions:

- (1) Upon notice from the State Department of Taxation or Internal Revenue Service, assign payment to the appropriate tax agency.
- (2) Unilaterally, use the final payment estimate of the Officer-in-Charge as the final payment to the Contractor.
- (3) Determine the Contractor to be nonresponsible which may jeopardize the Contractor's future status as a qualified bidder.

SP-22 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 contractors are paid with funds appropriated by a legislative body.

SP-23 ACT 291, SLH 2006, PROMPT PAYMENT ACT

Bidders are advised of the applicability of Act 291, SLH 2006, the Prompt Payment Act which became effective on July 1, 2007 for contracts that are executed on or after July 1, 2007. The act provides for prompt payment to a subcontractor or materialman upon completion of the subcontractor's or materialman's work in government projects. A copy of Act 291, SLH 2006 can be viewed at www.hawaii.gov/pwd/Members/qc/ACT291-2006.htm. All applicable references contained in the General Conditions, General Instruction to Bidders, special provisions and bid documents which pertain to or are inconsistent with Act 291 are superseded by this Act.

SP-24 PERFORMANCE BOND (SURETY) AND LABOR AND MATERIAL PAYMENT BOND (SURETY)

Delete Exhibit "B" and Exhibit "C" of the General Conditions of Construction Contracts and replace with the attached Exhibit "B" and Exhibit "C" dated 6/21/07.

EXHIBIT B

PERFORMANCE BOND (SURETY)

(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (SURETY)

(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety
in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

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

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

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

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

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

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

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

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

Signed this _____ day of _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC



REPORT OF EQUIPMENT PURCHASED WITH CONSTRUCTION CONTRACTS

INSTRUCTIONS

1. Request For BFS Approval/Processing – Agency to complete Section I - Attach 1 copy of this form to **every** construction contract document that requires BFS approval or processing; i.e. construction contract drafts and finals, bid referrals, addendums, change orders, and requests for payment. This policy is applicable to consultant contracts only when it includes equipment, as defined in Item No. 3.
2. Request For Payment Of Equipment – Contractor and agency to complete Section II **only when there is a request for payment of equipment**, as defined in Item No. 3.
3. Equipment That Must Be Reported On This Form: Equipment that is **movable** or that is **removable with a hand tool**, which will hereafter be referred to as "equipment".

SECTION I (Agency to complete and attach to all documents requiring BFS approval/processing)

Contract No. _____ Invoice No. _____ Job/Project No. _____

Agency _____ Agency Project Manager _____ Phone _____

Project _____

_____ Contractor _____

Check the appropriate box:

4. ☐ Contract **does not include** equipment, as defined in Item No. 3.

5. ☐ Contract **includes** equipment, as defined in Item No. 3.

(Note to Fiscal Services: If Item No. 5 is checked and there is a request for payment of equipment, completion of Section II is a prerequisite for payment)

Comments:

Signature of department head or representative

Date

SECTION II (Contractor and Agency to complete only when there is a request for payment of equipment as defined in Item No. 3 above)

Contractor:

6. Two (2) copies of the detailed list of equipment are attached and includes the following information: description, make, model, serial number, quantity, cost, indication of whether or not it is movable or removable, and the specific location of the equipment such as the room number. See Item No. 9 for a sample of the detailed list.

Signature of contractor or representative

Date

Agency: Check the appropriate box:

7. ☐ Federal funds **are not** being used to partially or totally reimburse, or pay, for the equipment.
8. ☐ Federal funds **are** being used to partially or totally reimburse, or pay, for the equipment.

Signature of department head or representative

Date

For additional information: Contact the Property Management & Disposal Section, Purchasing Division, BFS, 808-523-4781.

DETAIL SPECIFICATION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01010. GENERAL REQUIREMENTS

PART 1 – GENERAL:

1.01 GENERAL REQUIREMENTS AND COVENANTS:

The General Conditions of Construction Contracts of the City and County of Honolulu, July 1999, (not specifically attached), General Instructions to Bidders, dated July 1999, Instruction to Bidders, Special Provisions, and other applicable documents preceeding these specifications shall govern all work specified hereinafter in all DIVISIONS and SECTIONS.

1.02 DESCRIPTION OF WORK:

- A. These specifications are divided for convenience into titled division and sections as set forth in the TABLE OF CONTENTS preceding these specifications and shall not be considered an accurate or complete segregation of the several units of labor and materials. No responsibility, either direct or implied, is assumed by the City and County for omissions or duplications of the subject matter. The Contractor will be held responsible for the complete work whenever or wherever the parts are described in one or more trade headings. Any mention in these sections or indication on the drawings of articles, materials, operations or methods that require the Contractor to furnish each item so mentioned or indicated of the kind, type or design and quality of each item so mentioned or indicated on the drawings, and that the Contractor furnish all labor, materials, equipment, incidentals and supervision necessary to complete the work in accordance with the drawings and the true meaning and intent of these specifications, even though such mention of articles, material, operations, methods, quality, qualifications or conditions is not expressed in complete sentences.
- B. Where devices, items, or parts thereof are referred to in the singular, it is intended that such references shall apply to as many such devices, items or parts as are required to properly complete the work.
- C. Schedule of work included in these specifications section are given for convenience and shall not be considered as a comprehensive list of items necessary to complete the work of any section.
- D. The Contractor shall employ the usual standard practice of coordinating the work covered in each section with the work of other sections. The necessary information and the items, accessories, anchors, connections, patterns, templates, etc., shall be delivered when required, in order to prevent any delay in the progress and completion of the work.

1.03 PLANS AND SPECIFICATIONS:

- A. These specifications are intended to cover all labor, materials and standards of workmanship employed in the work indicated on the plans and called for in the specifications or reasonably implied therein. The plans and specifications complement one another. Any part of the work mentioned in one and not represented in the other shall be done the same as if it had been mentioned or represented in both.

- B. The Contractor shall not alter from the drawings and specifications. In the event of errors or discrepancies, the Contractor shall immediately notify the Officer-in-Charge for clarification and instructions.
- C. All figured dimensions take precedence over scaled measurements. No important dimension shall be determined by scale.
- D. Specifications and drawings are prepared in abbreviated form and may include incomplete sentences. Omissions of words or phrases such as "the Contractor shall", "as shown on the drawing", "a", "an", and "the" are intentional. Omitted words and phrases shall be provided by inference to form complete sentences.
- E. The phrase "or equal" shall mean "or equal acceptable to Officer-in-Charge".

1.04 AS BUILT DRAWING:

The Contractor shall keep job site copies of the approved drawings and shall mark on one set, kept expressly for this purpose, all changes made or site conditions which differ from the approved contract set. The Contractor shall stamp and sign each page of the completed set of approved contract documents indicating as-built condition. The Contractor shall also prepare an as built set of tracings on heavy vellum which indicates all of the changes made or site conditions which differed from the approved drawings for the City's records. The Contractor shall also submit an as built specification set indicating specific product used and stamp and sign the cover sheet indicating as built conditions.

1.05 REFERENCE STANDARDS:

All work shall be done in accordance to the most current standards listed in the Special Provisions and below as amended and/or amplified herein.

- ASA : American Standards Association.
- ASTM : American Society of Testing Materials.
- AISC : American Institute of Steel Construction.
- ACI : American Concrete Institute.
- GC : General Conditions of Construction Contracts of the City and County of Honolulu (7/99).
- SS : Standard Specifications for Public Works Construction, Department of Public Works, City and County of Honolulu.
- SD : Standard Details of the Department of Public Works, City and County of Honolulu, dated September 1984, including Plumbing Codes for the City and County of Honolulu.
- WSS : Water System Standards, dated 2002, of the Board of Water Supply, City and County of Honolulu.

Do all work in accordance with the above standards as amended and amplified herein.

- O.I.C. : Officer-in-Charge, Architect, Engineer or Landscape Architect authorized to represent the Director of the Department of Design and Construction.

DDC-CI: Department of Design and Construction – Construction Inspector.

1.06 LOCATION OF PROJECT:

The location of the project is at the 16th hole of the Ted Makalena Golf Course.

1.07 SCOPE OF WORK:

The major items of work consists of the design and the subsequent construction of a twenty (20) foot height extension to 160 lin. ft. of an existing ball barrier and shall include, but not be limited, to the following:

The Basic Bid for this work shall generally consist of the following:

- A. Prepare and furnish the design, construction plans and specifications for the work and obtain the review and acceptance by the City.
- B. Obtain all necessary permits and approvals from all affected agencies, utilities, etc. except the waiver from height restriction (already obtained).
- C. Mobilization and demobilization.
- D. Furnish and install temporary construction gravel ingress/egress, if required, and removal upon completion of work.
- E. Construct the ball barrier height extension.
- F. Coordinate the work with the Assistant Golf Course Systems Administrator or his authorized representative.
- G. Perform all incidental miscellaneous and appurtenant work required to complete the project in accordance with the accepted plans and specifications.
- H. Remove and dispose of all debris, unused materials, and cleanup.

1.08 RESTORATION OF EXISTING AREAS:

The Contractor shall restore the existing areas disturbed or damaged due to the construction work including ingress and egress to the project site. The Contractor shall exercise due care to limit the disturbance and/or damage to a minimum. Areas of disturbance and/or damage shall be repaired by the Contractor using the same kind and type of material as that existing prior to the disturbance and/or damage and no direct payment shall be made but shall be considered included in the various items of work. The existing grassed areas disturbed by the Contractor shall be repaired, re-graded, and re-grassed by the Contractor; however, maintenance of the grass by the Contractor shall not be required.

1.09 OFFICER-IN-CHARGE (O.I.C.) REVIEW AND ACCEPTANCE:

The O.I.C. and/or authorized representative's review and acceptance of all submittals and conditions shall be based on the information submitted and the visible condition observed. Acceptance shall be for general intent of the contract. Ultimate performance of the work or product to meet the requirements of the contract shall be the Contractor's responsibility.

1.10 INGRESS, EGRESS, AND CONDUCT OF OPERATIONS:

The Contractor shall coordinate with the golf course personnel for daily ingress and egress and use of the areas at and adjacent to the project site. The golf course shall remain open for play during the construction period. The Contractor shall coordinate all work with the Assistant Golf Course Systems Administrator (Leighton Wong, ph. no. 733-7382) to minimize any adverse effect of the work on the operation of the golf course and the safety of the players and golf course staff.

1.11 PROTECTION OF PROPERTY:

The Contractor shall continually maintain adequate protection of all his/her work from damage and shall protect all property at the project site and adjacent private properties, including buildings, equipment, furniture, grounds, vegetation, materials, utility systems, etc. The Contractor shall repair, replace or pay the expense of repair of damages resulting from his/her fault or negligence.

1.12 SPECIAL NOTICE:

All Contractors must be familiar with the project site and familiarize themselves with existing conditions, amount and kind of work to be performed, and conditions relating to methods of construction and labor under which the work will be performed. The Contractor must employ, insofar as possible, such methods and means in carrying out his/her work so as not to cause any interruption or interference to the operations of the City and County of Honolulu.

1.13 CLEAN UP:

The Contractor shall, at all times, keep the construction area free of waste materials or rubbish. Upon completion of the project, the Contractor shall leave the work and premises in a clean and neat condition, satisfactory to the Officer-in-Charge.

PART 2 – DESIGN-BUILD:

The intent of this Design-Build contract is to expedite the construction of the ball barrier height extension at the 16th hole of Ted Makalena Golf Course. The responsibility of the Design-Build Team is to plan, engineer, design, and construct the ball barrier height extension, in place complete, including related improvements as specified herein.

- a. The Contractor shall provide a design and construction team to design, furnish, and build, complete in place, the ball barrier height extension at the 16th hole of the Ted Makalena Golf Course noted in the Proposal, including but not limited to, all design, permitting, site construction work, and miscellaneous related work. The Design Team shall have the standard insurance coverage required of consultants for City design projects.
- b. The Design Team may be a design firm or an assembled team of individuals, provided the design and plans are done under the supervision of and stamped by a Registered Structural Engineer.
- c. Design considerations:
 - (1) The design intent is to limit the additional loading on the existing ball barrier supports from the added height. Therefore, the existing ball barrier supports shall be strengthened and/or provided with braces to support the design loading from the new height extension supports based on a minimum of fifty (50) MPH wind loading. Any higher wind velocity shall cause the new ball barrier netting to “break away” and be released before the additional external loading (wind, etc.) from the extended height causes over stressing

conditions to the strengthened and/or braced existing ball barrier supports and the new extended supports.

- (2) The new supports for the height extension shall remain in place after the netting “breaks away” and is released. If pipes are used for the supports, it shall be galvanized water pipes. All other metals shall be hot-dipped galvanized after fabrication.
 - (3) The “break away” release of the netting shall be by the attachments that will not cause any damage to the netting. The attachments shall be a reusable type or readily available replaceable type and be resistant to deterioration from UV exposure. Submit sample of the intended attachment for review and approval. Provide a supply of attachments for a one time re-attachment of the netting. The netting shall not be allowed to totally “break away” and be released but be sufficiently restrained to prevent the loose released netting from being blown into the adjacent private properties or becoming a hazard or nuisance.
 - (4) The ball barrier netting shall be 1” mesh Olefin Fiber netting by J. A. Cissel Mfg. Co. or approved equal for use as golf ball barrier netting at golf driving ranges. It shall be resistant to deterioration from UV exposure and have a material guarantee for a period of 10 years from the time of project acceptance. Submit product information and sample of the material for review and acceptance.
- d. All construction work shall be done by a Licensed Contractor.
 - e. The Prime Contractor submitting the bid for this contract shall be responsible to have sufficient bond coverage to cover the liabilities of the Design-Build Team.
 - f. All payment requests for the Design-Build Team shall be done through the Prime Contractor. Payment shall be made in accordance with the appropriate items in the Proposal. The total sum of partial payments by the City for the items in the Proposal shall not exceed the contract bid price.

PART 3 – APPLICABLE REGULATIONS:

The Prime Contractor and the Design-Build Team shall comply with all local laws, ordinances, rules and regulations pertaining to such work and must obtain and pay for required permits, licenses, and certificates and publish or post all notices required thereby.

The required height variance for the ball barrier has been obtained and the Contractor shall not be required to obtain this variance.

PART 4 – DESIGN AND DRAWINGS:

- a. The plans of the existing ball barrier are provided for the convenience of the Design Team. The Design Team shall obtain any additional information of the site necessary to formulate and design the ball barrier height extension.
- b. The drawings shall be prepared for the project as applicable and shall include, but not be limited to the following:
 - Title Sheet
 - Location plan including the golf course name, address, and Tax Map Key.
 - Site plan including all adjacent improvements, grades, contours, landscape features, sprinklers, etc.
 - Layout plan, sections, elevations, and details.

The calculations and drawings shall be submitted to the City for review at the various stages of development and revisions shall be made as necessary to obtain final acceptance by the City before construction is started. The Contractor shall furnish two (2) sets of preliminary drawings and calculations for review by the City. After addressing all comments, the Contractor shall furnish three (3) sets of approved drawings to the City. Final As Built reproducible record drawings on heavy vellum shall be submitted to the City upon acceptance of the construction work. All drawings shall be 22" x 34" in size and shall follow the standard title block and related information format, as shown on the attached samples. All drawings shall be done by computer aided drafting (Auto Cad 2000 or later). CAD disks, read and write, compatible to the DDC computer system shall be submitted to the City at the completion of the project.

PART 5 - GENERAL CONSTRUCTION NOTES

1. Bidder shall visit the site, verify all existing dimensions, field conditions, access, structures, site improvements, drainage and grading patterns, etc. prior to bidding.
2. No storage area is available at the project site. The Contractor shall make any necessary adjustments and confine his operations to limit the construction impact on the use of the golf course.
3. Locations of all existing utilities shall be verified in the field before construction commences. All damages shall be immediately repaired or replaced to its original condition by the Contractor at his /her cost. Utilities shall include, but not be limited to electrical, telephone, sewer, water and irrigation systems.
4. Existing sprinkler heads and quick connect valves shall be located, exposed and tested prior to commencing any work. Conditions and locations shall be noted by the Contractor and confirmed in writing by the O.I.C. Any damage caused by the Contractor's operations shall be repaired to DPR standards at no cost to the City.
5. The Contractor shall stake out the access to the site prior to commencing any work at the site and obtain acceptance from the O.I.C. The condition of existing improvements should be noted by the Contractor and any existing damage reported to the O.I.C. Any subsequent damage shall be repaired by the Contractor at no cost to the City.
6. The Contractor shall coordinate his operations with those of other contractors who may be employed on this or adjacent or related projects and avoid unnecessary delay or hinderance in the performance of their respective contracts.
8. Except for the portion of the golf course grounds and facilities affected by this contract, the golf course facilities shall be in use by the public. The Contractor shall provide full cooperation with the Department of Enterprise Services, Golf Course Division, to effectively maintain such use of the facilities.
9. No tracked vehicles or equipment shall be allowed. No operation of equipment shall be allowed within the drip line of existing trees except to construct the improvements located therein.
10. The Contractor shall erect adequate barricades to isolate the work site and keep it in proper repair throughout the construction period. Such barricades shall be removed and the area restored upon completion of all work.

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 – GENERAL

1.01 GENERAL CONDITIONS:

The General Conditions, Special Provisions, and Section 01010 – General Requirements preceding these specifications shall govern this section of the work.

PART 2 - MATERIAL SUBMITTALS:

- A. Upon award of contract, the Contractor shall immediately begin processing of required submittals such as design calculations and drawings, payment schedule, performance schedule, shop drawings, catalog cuts, samples, etc., for review and acceptance by O.I.C. The Contractor shall obtain building permits and other permits/approvals as required for the project prior to start of construction.
- B. Submittals shall include but not be limited to the following:
 - 1. Certificate of Compliance: The original and ten (10) copies of the signed manufacturer's certificate indicating compliance to the provisions of the specifications. The Certificate of Compliance shall be on an 8-1/2" x 11" format.
 - 2. Product Data: Ten (10) copies of product data, such as manufacturer's data, catalog cuts, etc., that indicate conformance to the provisions of the specifications regarding materials, appearance and finishes. Product data shall conform to an 8-1/2" x 11" format.
 - 3. Samples: Three (3) samples of each material as indicated in the applicable specification sections. Samples required by specification sections for color, texture, or finish selection and/or acceptance, shall be no smaller than 12" x 12" (fabric) and of the actual material to be used. Catalog cuts, photographs, or otherwise "similar" representations are not acceptable submittals. Each sample shall be properly labeled, cross-referencing the specification item, as well as planned location.
 - 4. Shop Drawings: Ten (10) prints of drawings indicating how specific portions of the work are to be fabricated and/or installed by the Contractor, that is a confirmation of conditions detailed in the approved construction documents, clarification and planned conditions not readily indicated in the approved construction documents, that maintain the design intent. Shop drawings shall be cross referenced to corresponding items in construction documents. As much as possible, shop drawings shall conform to an 8-1/2" x 11" format (i.e., capable of being folded to 8-1/2" x 11" for filing), but in no case shall exceed 22" x 34" size sheets.
 - 5. Guarantee and Warranties: The original and six (6) copies of a written guarantee/warranty, signed as directed in the applicable specification section, for the scope of work and duration indicated in the applicable specification section. Unless otherwise indicated in the applicable specification section, guarantee/warranty periods shall be for one (1) year and start at the time of final acceptance of the project by the City and County. Guarantees/warranties shall conform to an 8-1/2" x 11" format.

6. Performance Schedule: The performance schedule shall be of the critical path method (CPM) type or approved equal, in the form of a network diagram and activity listing. The performance schedule shall show in sufficient detail and in orderly sequence all activities, their description, duration and dependencies necessary to the completion of the contract. It shall contain, but not limited to, the sequence of all operations including procurement, submittals, and mobilization to complete the work within the contract period.

PART 3 – COMPLETION FOLDER:

Upon completion of the work, the Contractor shall deliver to the O.I.C. three (3) sets of a completion folder containing the information listed below. The listed items may be requested elsewhere and may be a part of that request.

1. Project Personnel – A listing of the Contractor's design and construction team and position.
2. Subcontractor/Vendor – A listing of the subcontractors and vendors and work description.
3. Emergency Notification – A listing of persons to call for emergency.
4. Guarantees and Warranties – A copy of guarantees and warranties.
5. Equipment and Materials – An inventory listing of the equipment and materials.
6. Instruction/Operation Manuals – A copy of the instruction and operation manuals.
7. Additional Material – A listing of the additional project material, quantity, and location material delivered to.

(REQUEST FOR SUBSTITUTION – SAMPLE)

DATE: _____

Director

Department of Design and Construction
City and County of Honolulu
650 South King Street
Honolulu, Hawaii 96813

Attention: Chief, Facilities Division

SUBJECT: REQUEST FOR SUBSTITUTION

PROJECT TITLE: _____

In accordance with the requirements of the Special Provisions, we hereby submit for substitution ten (10) sets of descriptive literature, technical brochures and/or plans, and statement of variances for your review and acceptance for the item(s) shown below:

<u>SECTION/ ITEM</u>	<u>SPECIFIED ALTERNATE BRAND</u>	<u>SUBSTITUTE OR FEATURES</u>	<u>VARIANT BRAND</u>
--------------------------	--------------------------------------	-----------------------------------	--------------------------

In further certify that my request for substitution of the above item(s) has no other variant features.

SIGNATURE

- NOTE:
1. Please use own letterhead.
 1. Submit original and two (2) copies of letter.
 2. If no variant features, indicate "None".
 3. Submit ten (10) sets of descriptive literature, technical brochures and/or plans.

(SHOP DRAWING/MATERIAL SUBMITTAL – SAMPLE)

DATE: _____

Director,
Department of Design and Construction
City and County of Honolulu
650 South King Street
Honolulu, Hawaii 96813

Attention: Chief, Facilities Division

SUBJECT:

We herewith submit for your acceptance the following items for the subject project:

<u>NO. OF COPIES</u>	<u>ITEM</u>	<u>SUPPLIER OR SUBCONTRACTOR</u>
--------------------------	-------------	--------------------------------------

Your early review and acceptance of the above item(s) will be greatly appreciated.

SIGNATURE

- NOTE: 1. Please use own letterhead.
2. Submit original and two (2) copies of letter.

END OF SECTION

DIVISION 2 – SITE CONSTRUCTION

SECTION 02200 - SITE WORK

1. GENERAL:

In general, work on this project shall be performed in accordance with the applicable provisions of the following sections of the Standard Specifications for Public Works, City and County of Honolulu:

- | | |
|--------------------------------------|------------|
| a. Clearing and Grubbing | Section 10 |
| b. Structure Excavation and Backfill | Section 13 |
| c. Portland Cement Concrete | Section 39 |
| d. Concrete Structures | Section 40 |
| e. Reinforcing Steel | Section 48 |

2. STANDARD SPECIFICATIONS FOR THE DEPARTMENT OF PARKS AND RECREATION:

Work on this project shall also be performed in accordance with the applicable provisions of the following Standard Specifications for the Department of Parks and Recreation herein attached:

- a. Standard Specifications for Irrigation System.
- b. Standard Specifications for Landscaping.

3. EXCAVATION:

All excavation shall be considered unclassified.

If existing conditions differ from that originally anticipated by the Contractor's Design Team in terms of excavation, the difference in the conditions shall not be considered an alteration.

All excavation shall become the property of the Contractor and shall be disposed of at his/her expense.

END OF SECTION

DEPARTMENT OF PARKS AND RECREATION
CITY AND COUNTY OF HONOLULU

STANDARD SPECIFICATIONS FOR IRRIGATION SYSTEMS

A. GENERAL:

1. WORK INCLUDED:

This work shall consist of furnishing and installing the various components of irrigation systems in accordance with the requirements of the contract.

Included in this work are the furnishing and installing of piping, sprinkler heads, valves, automatic controllers, control wiring, all related labor, materials, equipment, electrical work and as-built plans as specified herein or as indicated on the plans.

2. EXPLANATION AND PRECEDENCE OF DRAWINGS:

- a. For purposes of clearness or legibility, drawings for irrigation lines are essentially diagrammatic and, although size and location of equipment are usually drawn to scale, Contractor shall make use of all data in the contract documents and shall verify the information and layout at the site.
- b. All work called for on the plans by notes shall be furnished and installed whether or not specifically mentioned in the specifications.

3. REFERENCE SPECIFICATIONS AND DETAILS:

The current edition of the following shall be applicable and incorporated and made part of these specifications:

- a. The Board of Water Supply, City and County of Honolulu, Water System Standards, Vol. 1; and Approved Material List and Standard Details for Water System Construction, Vol. 2.
- b. Building Department, City and County of Honolulu, Uniform Plumbing Code.
- c. Standard Specifications for Public Works Construction, of the Department of Public Works, City and County of Honolulu.
- d. National Electrical Code.
- e. Parks Standard Details for Parks and Recreation Construction of the Department of Parks and Recreation, City and County of Honolulu.

B. MATERIALS AND EQUIPMENT:

Materials and equipment installed as part of any permanent construction shall be new, unless otherwise specified. The contract contemplates the use of first-class materials and equipment throughout the performance of the contract, and it is agreed that any material for which no particular specification is given shall be of the highest quality of its class or kind. All materials and equipment used shall be mined, produced or manufactured in the United States of America. Substitutes for American products will be permitted only with prior written approval of the Contracting Officer. All items of one kind shall be by the same manufacturer.

1. Pipes:

Unless otherwise indicated on the plans, nominal pipe sizes 3" or smaller shall be PVC 1120 or 1220; ASTM D1785 Schedule 40; ASTM D1784 cell classification 12454, with integral solvent bell conforming to ASTM D2672 or Schedule 40 solvent weld coupler conforming to ASTM D2466.

Unless otherwise indicated on the plans, nominal pipe sizes 4" to 6" inclusive shall be PVC 1120 or 1220; ASTM D2241 SDR 21/Class 200; ASTM D1784 cell classification 12454 with integral elastomeric seal coupler conforming to ASTM D3139.

2. Risers:

Fittings and nipples shall be as shown on the plans and details.

3. Plastic Pipe Fittings and Connections:

- a. Plastic pipe fittings and connections 3" or less shall be Sch 40 PVC Solvent Welded fittings to conform to the manufacturer's requirements unless otherwise noted on the plans.
- b. Plastic pipe fittings and connections 4" or greater shall be ductile iron rubber-ring gasketed intergral elastomeric seal fittings unless otherwise noted on the plans.

4. Gate Valves, Fittings and Valve Boxes:

- a. Gate valves shall be of the same size as that of the pipeline in which they are installed and shall be located as shown on the plans.
 - (1) Valves 2" and smaller shall be all brass, with non-rising stem, and designed to withstand a minimum working water pressure of 150 psi. Valves shall have screwed ends or as noted in Subparagraph 3) below.

Valve box shall be Board of Water Supply Type "B" meter box with cast iron cover, unless otherwise noted on the plans.

- (2) Valves 2-1/2" and larger shall be of cast iron, brass or bronze body, with non-rising stem, and designed to withstand a minimum working water pressure of 150 psi.
- (3) Valves in PVC pipelines shall have the same type of connections as the typical joint of the line.
- (4) All buried valves 2-1/2" and larger shall have a 2" square operating nut. All others to be equipped with malleable iron hand wheels. Contractor shall furnish to the Officer-in-Charge one 5-foot valve wrench for operating valves with operating nut upon completion of the project.

Valve box shall be Board of Water Supply type valve box for gate valve, unless otherwise noted on the plans.

- (5) Valves shall be provided with boxes and covers as noted on the plans or equal acceptable to O.I.C. Valve boxes shall be installed with their tops flushed with the surrounding grade.
- b. All fittings shall be new and of the same material as the pipeline or as indicated on the plans and shall withstand a minimum working water pressure of 160 psi.

5. Sprinkler Heads:

Sprinkler heads shall be as indicated on the plans or approved equal.

Where applicable and unless indicated otherwise or directed by the Officer-in-Charge, sprinkler heads shall be located at the edge of curbs, sidewalks, walls and paved areas and set to grade.

All sprinkler heads shall be installed on swing joints unless otherwise noted on the plans.

6. Quick Coupling Valves:

Quick coupling valves shall be as indicated on the plans or approved equal.

All quick coupling valves shall be installed on swing joints unless otherwise noted on the plans.

7. Manual Control Valves and Valve Boxes:

Manual control valves shall be of the sizes and types indicated on the plans.

Valve box shall be Board of Water Supply Type "B" meter box with cast iron cover, unless otherwise noted on the plans. Valve boxes shall be installed with their tops flushed with the surrounding grade.

Contractor shall furnish to the Officer-in-Charge two 30-inch long manual valve key for adjustment of manual control valves upon completion of the project unless otherwise noted on the plans.

8. Water Service:

Water shall be furnished to the Contractor without charge if there are existing waterlines already serving the park or unless otherwise specified in the Instructions to Bidders. However, the Contractor must furnish all labor, materials, and equipment necessary to install all temporary waterlines, valves, etc., for the proper installation of the work included in this contract. The Contractor must use all precautions to conserve the water by closing valves when water is not being used and to make immediate repairs of all leaks in temporary lines or other damaged facilities. Upon the completion of the contract, the Contractor shall remove all such temporary waterlines, valves, etc., from the site.

For areas where no existing water system lines are servicing the park, the Contractor shall be responsible and pay for all costs of water, including meter application fees, temporary lines, valves, etc., and said cost shall be considered included in his bid, and no extra compensation will be made thereof.

9. Automatic Control Valves and Valve Boxes:

Automatic control valves shall be as indicated on the plans or approved equal.

Sprinkler pipe laterals shall be reduced just before and after the respective inlet and outlet ports of the automatic control valves. Tees at the irrigation mains shall match the pipe size of the first section of the sprinkler lateral unless otherwise noted on the plans.

Valve box shall be Board of Water Supply Type "X" meter box with cast iron cover, unless otherwise noted on the plans. Valve boxes shall be installed with their tops flushed with the surrounding grade.

10. Control Wire:

- a. All control wires shall be solid core conductor AWG, Type UF underground feeder.
- b. Control wire sizes shall be of the size and type as recommended by the manufacturer of the automatic controllers furnished for the project and/or as indicated on the plans.
- c. All control wires shall be in gray, PVC Schedule 40 conduits and placed adjacent to the sprinkler lines as detailed on the plans.

Conduit size requirement for Type "UF" control wires:

<u>No. of Control Wires</u>	<u>Min. Conduit Size (Sch. 40 PVC)</u>
2-10	1"
11-20	1-1/2"
21-30	2"
31 +	(As Approved)

- d. All wire splices and connections shall be waterproof.

11. Electric Controllers:

- a. All controllers shall be electro-mechanical type as called for on the plans or equal acceptable to O.I.C. and carry the Underwriter's Laboratories approval. All significant components, parts and controls shall be as specified by the manufacturer.
- b. Controllers shall be installed as detailed on the plans. Equipment requiring modifications to conform to specified requirements shall have modifications made at the factory before shipment to the project site.
- c. Controllers shall be labeled with plastic laminate (black-white-black) "Irrigation controller #___" and date installed. (Required only if more than one controller will be installed.)
- d. Contractor shall attach to the inside of the controller door an as-built irrigation system drawing indicating the assigned station numbers to respective control valves. Drawings shall be clean and legible and folded in a "zip lock" plastic enclosure. A copy of a schematic wiring diagram for the controller shall also be included.
- e. Contractor shall submit three complete sets of maintenance and operation manuals for the controller to the Officer-in-Charge prior to final acceptance of the project.

12. Backflow Prevention:

Backflow prevention unit shall be of the type and model as indicated on the plans.

Backflow prevention assemblies shall be tested in accordance with the Rules and Regulations of the Board of Water Supply and the Uniform Plumbing Code. The testing of the backflow prevention assemblies shall be performed by a certified tester who is listed on the Board of Water Supply's Approved List of Certified Backflow Prevention Assembly Testers. The certified tester shall complete and submit to both the Officer-in-Charge and the Board of Water Supply, Environmental Unit, the Board of Water Supply Backflow Prevention Assembly Installation and Test Form Report within 30 days after assembly has been installed.

13. Concrete:

All concrete shall be Class "B" or better and in accordance with the Standard Specifications for Public Works Construction, of the Department of Public Works, City and County of Honolulu.

C. INSTALLATION AND WORKMANSHIP:

Installation of the materials and workmanship shall conform to the standards and practices of the Board of Water Supply, the plumbing code and the manufacturer's recommendations, except when provisions of these specifications exceed such requirements, than these specifications shall govern.

1. Trench Excavation:

Trenching operation shall be done either by mechanical trenching machine or backhoe to a true line as much as possible. Trenching with grader or bulldozer will not be allowed. No trench shall be excavated in such a manner that the trench section appears triangular or trapezoidal, unless the soil condition warrants such a section. Any trench excavated in an objectionable manner, as determined by the Officer-in-Charge, shall be backfilled and recompact before retrenching.

The minimum trench depth shall be governed by the amount of cover.

- a. Minimum cover of 12" in grassed or ungrassed ground areas, unless otherwise noted on the plans.
- b. Minimum cover of 18" in paved areas, unless otherwise noted on the plans.

- c. Minimum cover of 24" in campsite areas.

Generally, trenching for plastic pipe shall be done in accordance to the manufacturer's specifications and recommendations.

The bottom of the trench shall be free of rocks, clods, and other sharp edged objects. The Officer-in-Charge reserves the right to have the trench over excavated 3" and filled with approved material at no additional cost, should the trench bottom contain rocks or objectionable material.

2. Trench Backfill:

Trench backfill material shall be on site or imported select material free from rocks greater than 1/2" diameter and shall be acceptable to the Officer-in-Charge before use. Cost of importing approved backfill material shall be considered as part of the basic bid.

Backfilling of trenches shall be by mechanical or hand methods. Loose soil shall be placed in layers of six to eight inches and compacted by tamping after each placing. The top 6" of backfill in planting areas shall be on-site soil or imported screened soil acceptable to O.I.C. Should any settling of the soil over trenches occur after completion of the irrigation systems, the Contractor shall refill and compact the soil as directed at no additional cost. Before testing, all pipe joints shall be left uncovered and only after acceptance of the test shall the pipe joint sections be backfilled.

3. Assembling Plastic Pipe:

- a. Because of the nature of plastic pipe and fittings, the Contractor is cautioned to exercise care in handling, loading, unloading and storing the material to avoid damage. The pipe and fittings shall be stored under cover before using and shall be transported in a vehicle with a bed long enough to allow the length of pipe to lay flat. Defective pipes will not be accepted. All plastic pipes shall be covered with minimum of 3" of approved backfill material within 24 hours after being placed in the trench. Whenever multiple pipes are laid in the same trench, pipes shall be spaced a minimum of 12" apart.

Center load pipe with sufficient backfill to prevent arching and whipping under pressure. Joints shall be left exposed for inspection by the Officer-in-Charge during pressure test.

- b. The Contractor shall arrange with the manufacturer of the pipe for the services of a qualified instructor to be on hand at the start of the pipe assembly and during the installation, as necessary, to give instructions on the proper assembly and installation of the pipe.

- c. Concrete thrust blocks shall be installed at all bends, tees, plugs and as recommended by the manufacturer, or as directed by the Officer-in-Charge.

4. Trench Restoration:

Where irrigation systems are laid in existing lawns, the trenches, upon being properly backfilled and settled, shall be filled with existing on-site soil or imported screened soil acceptable to O.I.C. to a depth of 6" from the finished surface, fine graded, completely re-grassed by use of seed, sod or stolons, unless otherwise noted on the plans. Soil preparation, grass planting and maintenance shall be done in accordance with the Department of Parks and Recreation's Standard Specifications for Landscaping except that the period of maintenance shall be 30 calendar days unless otherwise noted in the Proposal.

In areas of other improvements such as concrete walkways and other type of pavement areas, the trench, upon being properly backfilled shall be restored with similar and like materials, smoothly phased-in to match the existing.

The Officer-in-Charge shall reserve the right to have any work on trench restoration corrected when, in his opinion, the work was not done properly and satisfactorily.

D. TESTING AND INSPECTION:

Backfilling of the irrigation piping and installation of heads and quick coupling valves shall be done after all irrigation mains, laterals, control valves and risers are in place, connected, flushed, tested and accepted by the Officer-in-Charge. Testing of the system shall be performed on each section of the irrigation system whenever any section of the work can be segregated.

The irrigation system shall be flushed under pressure to remove any dirt, scale or other foreign material.

After flushing, the irrigation system shall be tested in the presence of the Officer-in-Charge as specified herein:

1. Make necessary provisions for thoroughly bleeding the irrigation piping of air and debris.
2. Expose all couplings and fill all irrigation piping with water for a period of 24 hours (minimum).
3. Hydrostatic pressure test all irrigation piping at 150 psi with pressure not dropping more than 5 psi in 30 minutes.

4. Repair leaks and retest until acceptance by the Officer-in-Charge.

After installation of sprinkler heads and quick coupler valves, the irrigation system shall be tested for operational adequacy.

E. INSTRUCTIONS:

After the irrigation system has been completed, inspected and accepted, the Contractor shall instruct the Park's maintenance personnel in the operation and maintenance of the system.

F. AS-BUILT DRAWINGS:

Upon completion and acceptance of the irrigation system by the Officer-in-Charge, the Contractor shall submit one set of As-Built Drawings, showing and noting all changes and deviations from the original plans, drawings, and specifications, including all substituted materials and equipment.

DEPARTMENT OF PARKS AND RECREATION
CITY AND COUNTY OF HONOLULU

STANDARD SPECIFICATIONS FOR LANDSCAPING

1. WORK INCLUDED:

Work includes all labor, materials, equipment and incidentals required to complete the landscaping by a licensed landscape contractor as shown on the plans and as herein specified. Grass restoration for trenches (12" or less in width) for sewers, drains, culverts, electrical ducts, potable water lines, irrigation lines and related appurtenances shall not be required to be done by a licensed landscape contractor.

2. EXPLANATION AND PRECEDENCE OF DRAWINGS:

- a. For purposes of clarity or legibility, drawings are essentially diagrammatic and although the locations and areas of plant material are drawn to scale, Contractor shall make use of all data in all contract documents and shall verify this information at the site.
- b. All work called for on the drawings by notes shall be furnished and installed whether or not specifically mentioned in the specifications.

3. WORK SPECIFIED IN OTHER SECTIONS:

- a. Stripping surface, stockpiling and spreading of existing on-site soil and/or furnishing and spreading of imported screened soil in all planting areas except for trees and shrubs.
- b. Submission of samples of the existing on-site soil and/or imported screened soil and the soil analysis.

4. SOIL PREPARATION (For grass and ground cover planting):

- a. General:
 - 1) These specifications shall supersede Sections 50 and 51 "Standard Specifications for Public Works Construction," September 1986, City and County of Honolulu.
 - 2) Soil Testing: Complete soil testing and soil analysis shall be done on all existing on-site soil and/or imported screened soil to be used for landscaping on the site. Soil testing shall be done by the University of Hawaii Cooperative Extension Service or an independent soil engineering laboratory. Soil samples shall be tested for PH and "available"

phosphorous, potassium, calcium and magnesium. A test for salinity may be requested upon inspection by the Officer-in-Charge. Contractor shall bear all cost of soil testing.

b. Materials:

- 1) Commercial fertilizer shall be of the analysis 10-30-10, or as determined by the Officer-in-Charge.
- 2) Lime (Calcium Carbonate) shall be agricultural type acceptable to O.I.C.
- 3) Gypsum (calcium sulfate) shall be agricultural type acceptable to O.I.C.
- 4) Organic Nutrient soil conditioner (humus) shall be Ferto (6-4-2) or Gro-Power Plus (5-3-1) or equal acceptable to O.I.C.
- 5) Organic non-nutrient-soil conditioner shall be Burnt Bagasse Mix or Big "R" Redwood soil conditioner or equal acceptable to O.I.C.

c. Soil Amending Application Rates:

- 1) Organic nutrient soil conditioner shall be applied at the rate of 150 lbs. per 1000 square feet or as specified on plans.
- 2) Organic non-nutrient-soil conditioner shall be applied as specified on plans.
- 3) Addition of Amendments: Addition of commercial fertilizer and amendments shall be in strict accordance to specifications and as determined by the Officer-in-Charge after submission of soil test report.
- 4) Contractor shall submit copies of all purchase and delivery receipts to the Officer-in-Charge for all amendments ordered and used on this project.

d. Soil Preparation Procedure:

- 1) After site grading operations have been completed, shape and fine grade to a smooth fine surface the entire site in accordance with the grading plan. In ball field areas, grade to a maximum 2% slope ground plane to insure proper drainage.
- 2) Spread amendments on ground in even layers at rates specified in 4c, 1, and 2 and incorporate to a depth of 4 inches by rotary hoe method, working over all areas in alternate directions. ALL AMENDMENTS SHALL BE SPREAD OVER THE SITE IN THE PRESENCE OF AND ACCEPTED BY THE OFFICER-IN-CHARGE BEFORE INCORPORATION. This soil amending and acceptance procedure shall not be deleted, substituted nor amended in any manner.

- 3) Drag all areas by mechanical means to break up clods. Remove debris and rocks over 1 inch in diameter by use of a spring tooth harrow with debris screen container. Fine grade to a smooth continuous surface and roll with a lightweight disc roller prior to planting.

5. RELOCATION OF EXISTING TREES:

a. General:

The work covered under this section shall include the furnishing of all labor, material, equipment and incidentals necessary for the relocation of trees, complete in place, in strict accordance with this section of the specifications and as shown on the drawings.

b. Materials:

- 1) Imported screened soil shall be as specified in Section 6b, 1.
- 2) Commercial fertilizer shall be slow release Agriform (20-10-5) tablets or Osmocote (18-6-12) polymeric capsules, unless otherwise specified on plan or drawings. It shall be uniform in composition, free flowing and shall be delivered in unopened containers bearing the manufacturer's statement of analysis.
- 3) Organic non-nutrient-soil conditioner shall be Burnt Bagasse Mix or Big "R" Redwood soil conditioner or equal acceptable to O.I.C.
- 4) Organic nutrient-soil condition (humus) shall be Ferto (6-4-2) or Gro-power Plus (5-3-1) or equal acceptable to O.I.C.
- 5) Vitamin "B" transplanting solution shall be "Vitastart" or equal acceptable to O.I.C. and shall be applied according to manufacturer's instructions.
- 6) Anchor stakes for field grown trees shall be #8 x 2'-6" reinforcing bars or equal acceptable to O.I.C.
- 7) Guys shall be unused #12 gauge annealed galvanized wire, double strand and shall be flagged by yellow surveyors tape at 3-foot intervals and by fixing a white 1/2" diameter x 60" PVC pipe to each guy at lower 2/3 of each guy.
- 8) Tree ties shall be reinforced rubber or plastic hose inserted with #12 gauge pliable galvanized iron wire or approved commercial plastic ties.
- 9) Tree paint shall be Cabot Tree Seal or equal acceptable to O.I.C. and shall not contain growth inhibiting chemical substances.

c. Relocation Procedure:

- 1) General: Existing trees designated on the drawings for relocation shall be moved from their original location prior to construction operations when so directed by the Officer-in-Charge. Relocation of these trees shall be handled by experienced workmen.
- 2) Protection of Trees: The Contractor shall be responsible for the protection of all existing trees within the project site and for any tree damaged as a result of his operations within the entire park area. No tree shall be pruned or otherwise affected by the construction unless specifically designated for relocation. No material shall be stockpiled nor equipment parked, stored or permitted to operate within the drip line area of any existing tree. This restriction shall apply equally to relocated trees.
- 3) Pruning: All trees to be relocated shall be pruned by a licensed contractor and experienced workmen prior to pre-balling operations for relocation. All pruning shall be done under the supervision of the representative from the Beautification Division, phone 971-7160. Contractor shall notify at least 14 days in advance. Unless specified otherwise, approximately 1/3 to 1/2 the foliage shall be removed in such a way that the natural shape of the tree is not impaired. Pruning shall be done with clean, sharp tools acceptable to O.I.C. All cut surfaces 1/2-inch diameter or greater shall be completely covered with an approved tree wound dressing. All dead and broken branches shall be removed from the tree.
- 4) Plant Holes: Plant holes to receive relocated trees shall be dug at least 18 inches deeper and twice the size of the rootball of the tree. The soil at the bottom of the excavation shall be loosened to an additional depth of 12 inches. All plant holes shall be completely excavated prior to the initiation of trenching for relocation. Loosened 12 inches of soil in the bottom of holes and mix in 3 lbs. of Magamp (7-40-6) slow-release fertilizer unless otherwise detailed on plans.
- 5) Balling: Each tree shall be carefully balled to a rootball size that insures survival. The balling trench shall be at least 18 inches wide, 42 inches deep minimum, unless otherwise detailed on plans. All cut or damaged roots shall be treated with a growth promoting compound such as Vitamin "B" transplanting solution. Final undercutting shall not be done until the Contractor can certify that the hole to receive the tree has been prepared in accordance with specifications and that the tree can be moved immediately to the new hole.
- 6) Lifting: All relocated trees shall be "walked" to new locations by the lifting crane. All trees shall be protected against bruises and burns by the use of packing, wrapping and wooden shields acceptable to O.I.C. in the area of contact with slings and ropes. No cables shall be used.

- 7) Transport: Contractor shall make arrangements for safe transport of all relocated trees.
- 8) Placing: Trees shall be placed in plant holes in such a way as to most nearly approach a natural balance and appearance. Immediately prior to placing, tree holes shall be filled with water and permitted to drain completely. Trees shall be turned and adjusted until accepted by the Officer-in-Charge. Trees shall be slowly lowered into place to guard against breaking of earth ball and other damage.
- 9) Backfilling: All backfilling shall be done with an amended soil mix as specified on details. Sufficient soil shall be first placed in the bottom of the hole to ensure that the level of the top of the rootball shall be flush with the surrounding grade. To reduce settling, all soil shall be firmly tamped during placing. When half of the backfilling is completed, the hole shall again be filled with water and permitted to drain. Place specified amounts of Woodace Briquettes evenly around tree as detailed. Complete backfilling. A soil basin 6 inches below finish grade shall be constructed around each tree. Soil basin shall then be filled with water. Care shall be exercised in the placing of backfill to ensure that no air pockets are formed. All roots damaged during moving and placing shall be carefully pruned and treated as hereinabove noted.
- 10) Tree Guying: Trees shall be supported immediately after planting. All trees shall be guyed and shall be done with at least three guys spaced equally. Each guy shall consist of a double strand of #12 gauge annealed, galvanized wire encased in rubber attached to the tree trunk or crown at an angle of about 60 degrees at about three-fifths the height of the tree and anchored to the ground to notched stakes or rods which have been driven into the ground at 45 degrees angle away from the tree. Stakes shall not protrude above the ground level. Wires shall be tightened and kept taut. Yellow flag strips shall be provided on each guy wire at 3-foot intervals. Install white 1/2" diameter x 60" PVC pipe to each guy at lower 2/3 of each guy.

6. LANDSCAPE PLANTING - TREES, SHRUBS, GROUND COVERS AND GRASS:

a. General:

Plant trees, shrubs, ground covers and grass where indicated on the drawings and specified herein.

Plant materials shall be inspected and accepted by Department of Parks and Recreation prior to delivery and being planted at the job site.

b. Materials:

- 1) Imported screened soil: Shall be screened, (1/2-inch screen), natural, fertile, friable soil free of stones, noxious seeds, roots, sticks, weeds, (especially nutgrass), subsoil in any quantity. Red Humic latosol soils or types known as "Palolo Clay" or "Lualualei Clay" are unacceptable. Soil should have satisfactory loam characteristics, and it shall not be screened subsoil.
- 2) Commercial Fertilizer: Shall be slow release Agriform (20-10-5) tablets or Osmocote (18-6-12) polymeric capsules, unless otherwise detailed on plans.
- 3) Organic nutrient-soil conditioner (humus): shall be Ferto (6-4-2) or Gro-Power Plus (5-3-1) or equal acceptable to O.I.C.
- 4) Organic non-nutrient-soil conditioner: shall be Burnt Bagasse Mix or Big "R" Redwood soil conditioner or equal acceptable to O.I.C.
- 5) Stakes for container stock trees shall be 2" x 2" x 8'-0" rough construction grade redwood or treated Douglas Fir; stakes for field grown trees shall be #5 reinforcing bars, 3 feet long minimum or as detailed on drawings.
- 6) Tree Ties shall be new or used reinforced rubber or plastic hose inserted with #12 gauge pliable galvanized iron wire or commercial ties acceptable to O.I.C.

c. Plant Materials:

- 1) Nomenclature: The names of plants required shall conform to "Gardens of Hawaii" by Marie C. Neal. Names of plants not included therein shall conform to names generally accepted in the local nursery trade. The Officer-in-Charge shall be the final arbiter in decisions regarding plant identification and nomenclature.
- 2) Quality and Size: All plant materials shall be uniform and have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, plant disease and injuries. Trees and shrubs in containers of the size specified shall have sufficient roots to hold earth together intact after removal from containers without being rootbound.

Trees will be straight of uniform shape without damaged, crooked or multiple leader, unless otherwise specified. Trees shall be free of bark abrasions, sunscalds, disfiguring knots or fresh cuts of limbs over 3/4 inch which have not completely calloused.

All materials shall equal or exceed the measurements specified in the drawings which are minimum acceptable sizes. Caliper measurements for trees shall be taken at a point 6 inches above natural ground line for trees up to 4 inches in caliper and at a point 12 inches above natural ground line for trees over 4 inches in caliper. Materials shall be measured before pruning with branches in normal condition.

d. Trees, Shrubs and Ground Cover Procedure:

- 1) Planting Pits: Reasonable care shall be exercised to have tree and shrub pits dug and soil prepared prior to moving plants to their respective locations for planting to ensure that they will not be unnecessarily exposed to drying elements or to physical damage. The diameter of all plant pits shall be at least twice the diameter of the container. The depth of pits for trees and shrubs shall be sufficient to accommodate the rootball depths when the plant is set plus at least 12 inches clearance for trees and 6 inches clearance for shrubs for prepared soil at the bottom of the pit.
- 2) Setting Trees: All trees shall be set at such a level that after settlement, the top of rootball shall be approximately 4-6 inches below the finished grade of the surrounding ground. Each shall be set upright and faced to provide the best appearance possible.
- 3) Planting: Trees shall be planted in the specified backfill which shall be thoroughly settled by watering and tamping. Backfill mix for all trees shall consist of organic non-nutrient-soil conditioner, organic nutrient-soil (humus) and screened soil in proportions detailed on plans. MagAmp (7-40-6) shall be mixed in bottom of pits in proportions detailed on plans. All soil amendments and screened top soil shall be thoroughly mixed together before being placed in the plant pit. If the on-site soil available from the excavation of planting pits, as herein specified, is insufficient in quantity or of poor quality for backfill, the Contractor shall provide the necessary additional imported screened top soil. Backfill shall not be packed.

After backfilling, 6" below the rootcrown, soak pit with water and place the required number of Agriform tablets or amount of Osmocote fertilizer evenly around the rootball, approximately 2 inches from root tips. Slow release fertilizer shall be applied to trees and shrubs at rates detailed on plans.

Backfill rest of hole with specified backfill mixture. Firm down backfill, but do not pack. Immediately after planting, thoroughly soak planting pit with water.

- 4) Staking: Trees shall be supported immediately after planting.
 Container-grown trees shall be secured with stakes as detailed on plans.
 - 5) Pruning: Pruning of trees shall be limited to the minimum necessary to remove injured twigs and branches and to compensate for the loss of roots during transplanting but never to exceed one-half of the branching structure.
 - 6) Ground Cover Planting: Plant ground cover in prepared soil only, refer to 4. Soil Preparation. Plants shall be spaced equally and uniformly at the distance indicated on the plan. Spacings shown on the drawings are triangular, unless noted otherwise. Finish grade shall be smooth and uniform, and drainage patterns and tree water basins shall not be altered. Water and soak ground immediately after planting.
- e. Grass Planting:
- 1) General:
 - a) The work covered under this section shall include the furnishing of all labor, equipment, materials and incidentals necessary for grass planting or grass restoration, complete in place, in strict accordance with this section of the specifications and applicable drawings.
 - b) Grass planting shall commence immediately after the soil preparation has been completed and accepted by O.I.C.
 - c) The Contractor may elect to plant grass by either seeding, stolonizing or hydromulching, unless otherwise indicated on the drawings.
 - 2) Materials:
 - a) Grass shall be common Bermuda, Cynodon dactylon, unless otherwise indicated on the drawings.
 - b) Grass seed shall be fresh hulled and meet the following requirements:

Pure Seed.....	95.0% minimum
Crop Seed.....	1.0% maximum
Weed.....	0.5% maximum
Inert Material.....	5.0% maximum
Germination.....	85.0% minimum
- Grass seeds shall be delivered to the site in unopened, sealed container, labeled with brand name and percent purity. Labeling

shall indicate that the seeds passed a certified germination test no more than 12 months prior to use.

- c) Grass stolons shall be healthy, living runners 2 inches to 4 inches long with a well developed root system. They shall be freshly cut and free from weeds. Immediately following harvesting, the stolons shall be thoroughly watered then covered and kept moist during storage and transportation until planted.

3) Procedure:

- a) Preparation of Planting Area: Refer to 4. Soil Preparation.
- b) Planting by Seed: Ground surface shall be raked to a smooth even plane, broadcast seeds uniformly by mechanical sower at a minimum rate of 5 lbs. per 1000 square feet. Sow one-half the seeds in one direction and the remainder at right angles to the first direction. The seeds shall be incorporated into the top 1/4 inch to 1/2 inch of soil. After sowing, the seeded area shall be compacted by hand or a cultipacker or mechanical roller weighing 60 to 90 pounds per lineal foot of roller. The area shall be thoroughly and gently watered and kept moist during the germination period.
- c) Planting by Stolons: After ground surfaces have been raked to a smooth and even plane, broadcast stolons uniformly by hand at a minimum rate of 6 bushels per 1000 square feet. The stolons shall be incorporated into the top 1/4 inch to 1/2 inch of soil. After broadcasting, the planted area shall then be disked and rolled by a mechanical roller weighing 60 to 90 lbs. per lineal foot of roller to insure close contact of the soil and stolons. Do not roll on wet soil.
- d) Planting by Hydromulching:
 - (1) Description: This work shall consist of furnishing and applying by hydromulching, seeds or stolons, and mulch to areas designated on the plans or ordered by the Officer-in-Charge and shall include continuous care and maintenance in accordance with these specifications. Such areas shall include those damaged or made barren by construction operations or equipment. All steep banks 3 to 1 slope or more shall be hydromulched for erosion control.
 - (2) Materials:
 - (a) Seeds: Seeds shall be hulled common Bermuda (*Cynodon dactylon*), certified, meeting the following requirements:

Pure Seed.....	95.0% minimum
Crop Seed.....	1.0% maximum
Weed.....	0.5% maximum
Inert Material.....	5.0% maximum
Germination.....	85.0% minimum

The seeds shall be applied at the rate of 50 pounds per acre (minimum) and within 12 months of the date of the certified germination test.

- (b) Stolons: Shall be healthy, living, well developed runners, 1 inch to 2-1/2 inches in length, freshly dug up and free from weeds. Immediately following harvesting, the stolons shall be thoroughly watered then kept moist during storage and transportation until planted. Stolons shall be applied at the rate of 8 bushels per 1000 square feet (minimum).
- (c) Mulch: Mulch shall be specifically processed fiber containing no growth or germination inhibiting factors. It shall be such that after addition and agitation in the hydraulic equipment with seeds, fertilizer, water and other additives not detrimental to plant growth, the fibers will form a homogeneous slurry. When hydraulically sprayed on the soil, the fibers shall form a blotter-like ground cover which readily absorbs water and allows infiltration to the underlying soil. In every application, complete coverage of the soil shall be attained. Mulch shall be applied at the minimum rate of 1700 pounds per acre.

(3) Procedure:

- (a) The Contractor shall notify the Officer-in-Charge not less than 24 hours in advance of any hydromulching operation and shall not begin work until area for hydromulching has been prepared and accepted by O.I.C. Acceptance shall include inspection of fine grading to provide for the collection and disposal of surface and subsurface water to protect planting areas against unnecessary erosion. Acceptance shall not relieve the Contractor of his responsibility to restore any damage to the grade until the planted areas are accepted. Following the Officer-in-Charge's acceptance, hydromulching of the approved planting areas shall begin promptly.

The hydromulch equipment shall be capable of mixing all the necessary ingredients to a uniform mixture and to apply the slurry to provide uniform coverage. Seeds, fertilizer and mulch mix shall be applied in one operation by approved hydraulic equipment. The equipment shall have a built-in agitation system with an operating capacity sufficient to keep the mix in uniform distribution until pumped from the tank. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with hydraulic discharge spray nozzles which provide a uniform distribution of the slurry. Areas inaccessible to hydromulching application shall be stolonized or seeded by hand broadcast method acceptable to O.I.C. and fertilized.

Water shall be applied immediately following mulching in such quantities as to moisten the soil and mulch. Watering shall be continued in such manner, quantity and frequency to insure proper germination and growth and shall be done in a way that will prevent erosion. Watering equipment shall be of a type that will not cause erosion or runoff. If method is deemed unacceptable by the Officer-in-Charge, it shall be corrected by the Contractor. Should the slope erode or silt be transported to pose as potential pollutants, it shall be immediately removed and prevented from entering into water channels. All eroded areas shall be restored to the original grade as soon as possible.

7. PLANTING MAINTENANCE, INSPECTION AND ACCEPTANCE:

a. General:

This item of work shall consist of the maintenance of all plants and planted areas in optimum growing condition and appearance and the inspection and acceptance of landscape planting.

b. Pre-Maintenance Inspection:

- 1) A pre-maintenance inspection shall be held at the completion of all planting operations and prior to the beginning of the formal maintenance period.
- 2) All deficiencies shall be corrected and all plantings accepted by the Officer-in-Charge before the issuance of a commencement date of the formal maintenance period.

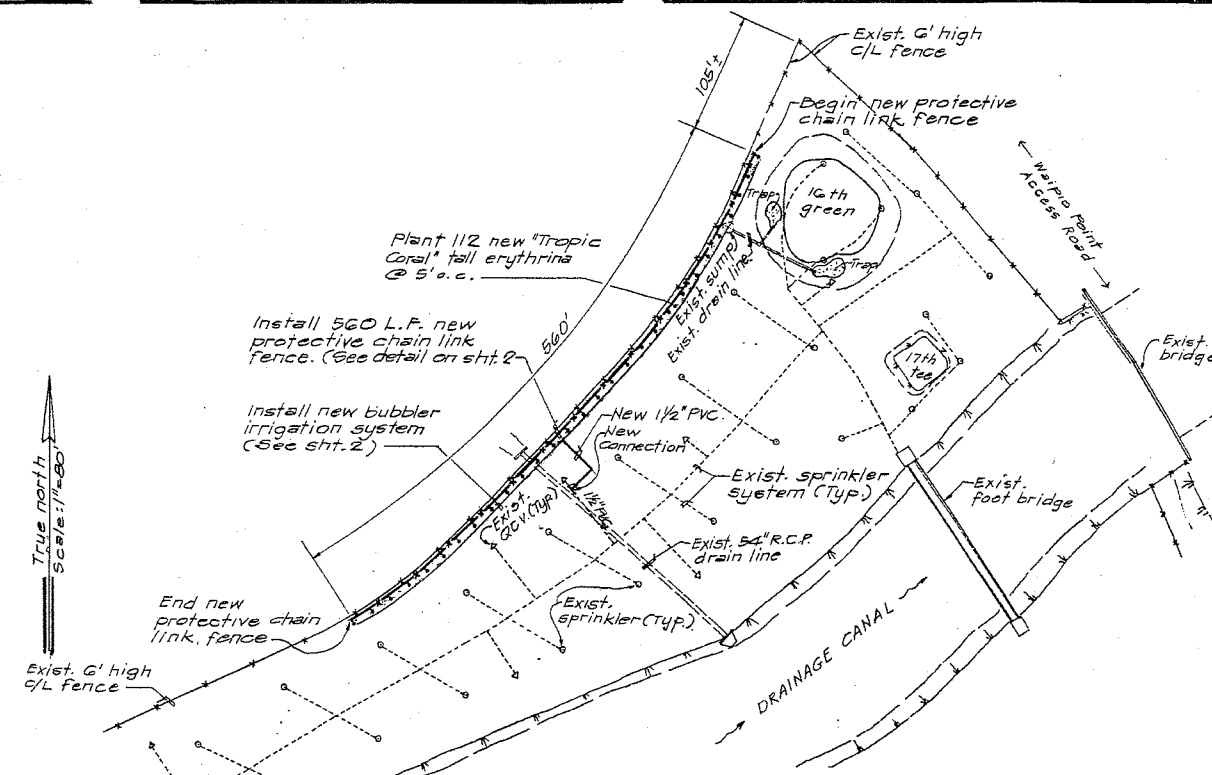
c. Period of Maintenance:

- 1) Maintenance shall begin immediately after completion and acceptance of all planting and shall continue for 60 calendar days thereafter, unless otherwise specified in the Proposal or on the drawings. The care of plants prior to completion of all planting, including relocated trees, shall not be considered as part of the maintenance period but only as an incidental to landscape work.
- 2) Maintenance shall include watering, weeding, fertilizing, topdressing with amended imported screened soil acceptable to O.I.C., mowing, pruning, repairing stakes, guys and ties, spraying for diseases and insects, replanting and any other work necessary to maintain all plants in a healthy growing condition. The Contractor shall be responsible for the protection of all plants and planting areas during the maintenance period and shall pay for all water required during the maintenance period unless otherwise specified. All dead plant materials shall be replaced immediately. During the last week of the maintenance period, the Contractor shall fertilize the entire planting areas as follows:
 - a) Organic nutrient-soil conditioner (humus) at the rate of 25 lbs. per 1000 square feet. Ferto (6-4-2) or Gro-Power Plus (5-3-1) shall be applied in the presence of the Officer-in-Charge.

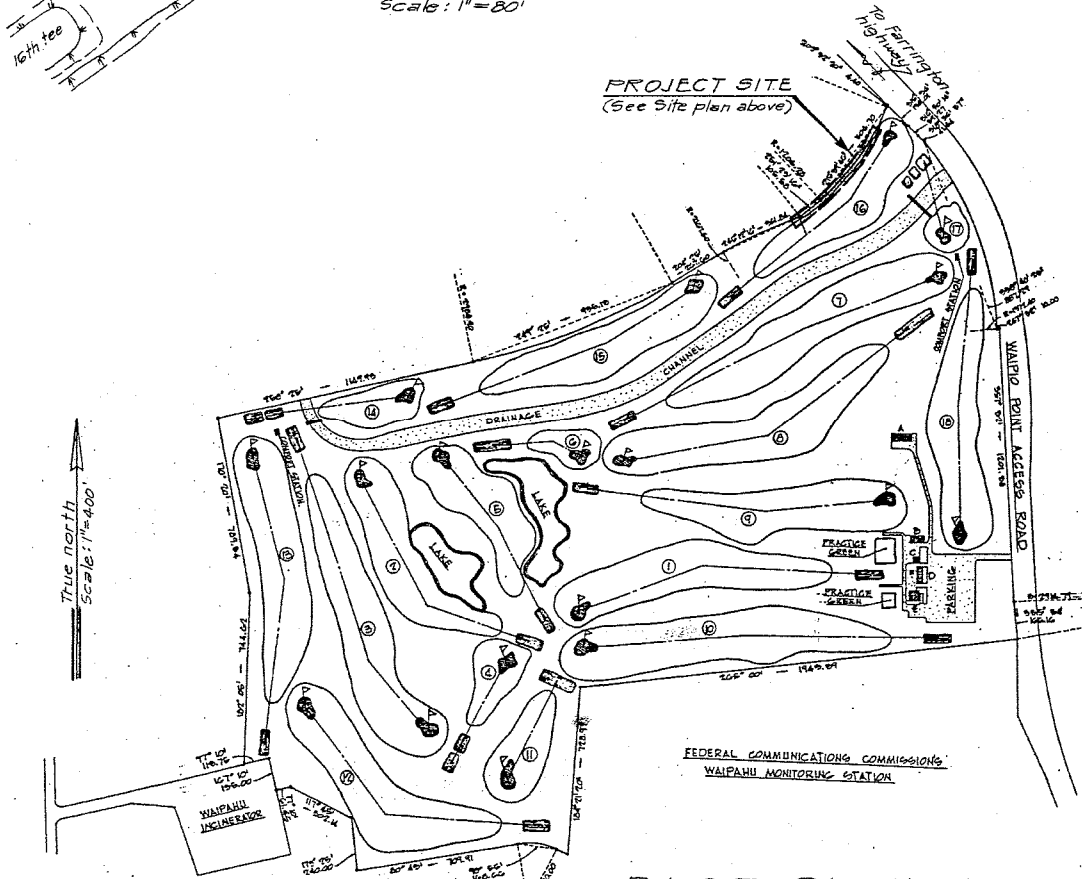
d. Final Inspection and Acceptance:

- 1) At the completion of all planting operations and the maintenance period, an inspection shall be performed.
- 2) The Contractor shall request the inspection in writing to the Officer-in-Charge 7 calendar days prior to the completion of the maintenance period in order that a mutually agreeable time for inspection may be arranged.
- 3) The Contractor and the Officer-in-Charge, or their representatives, shall be present at the inspection.
- 4) Any plant material found not to be in healthy growing condition shall be immediately replaced by the Contractor.
- 5) Acceptance of the grass planting after the maintenance period shall be contingent upon the following:
 - a) 95% coverage of the overall area shall be required for grass planting.
 - b) All germinated areas shall be healthy and living at the end of maintenance period.

- c) Weeds shall not exceed an area greater than 10% of the overall grass area.
 - d) Grass shall be mowed and not taller than 1 inch in height. All clippings shall be removed.
 - e) All depressions shall be filled to proper grade and area regrassed as required.
- 6) Acceptance of the ground cover planting after the maintenance period shall be contingent upon an 80% coverage.
 - 7) If at the final inspection, the Officer-in-Charge is of the opinion that all or certain portions of the work is not acceptable as to the intent of the drawings and specifications, an additional 30 days maintenance period shall be extended at no cost to the City. During this period, the Contractor shall meet all requirements and correct all deficiencies, including any additional mowing and fertilizing. After the 30 days, if the work is still unacceptable or does not meet the conditions as specified under Section 7.d.4) & 5), Planting Maintenance, Inspection and Acceptance, the Contractor shall be charged with liquidated damages for each and every calendar day thereafter and shall be based on the amount specified in the Instructions to Bidders.
 - 8) If all plant materials are accepted at this inspection by the Officer-in-Charge, the Contractor shall be relieved of further maintenance.
 - 9) All trees and palms shall be guaranteed for one year. If any tree or palm fails to survive by the end of one year, it shall be replaced with the same size and species by the Contractor at no cost to the City. Contractor shall not be held liable for any loss due to lack of proper maintenance, vandalism or accident.



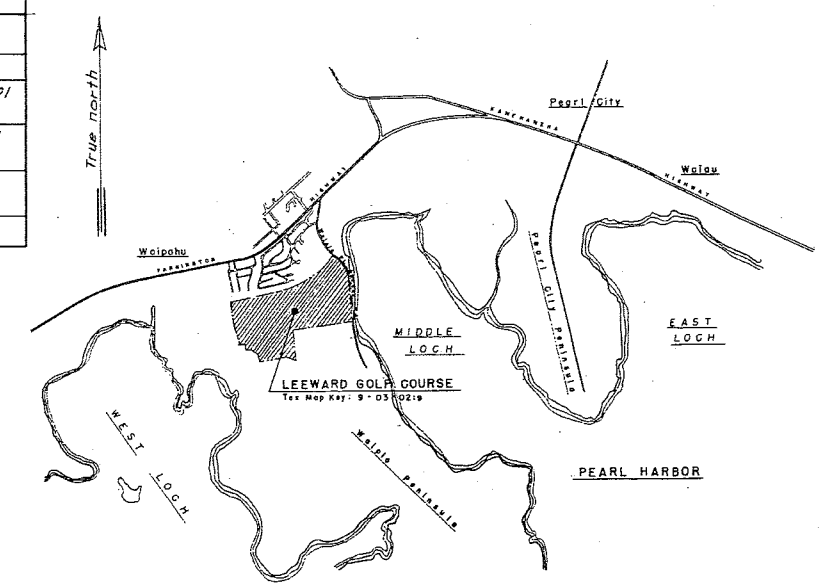
SITE PLAN
Scale: 1" = 80'



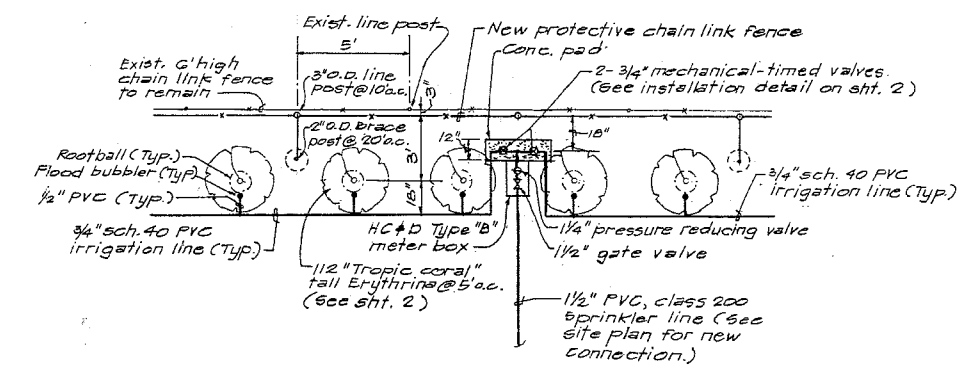
PLOT PLAN
Scale: 1" = 400'

CONTRACTOR SHALL FURNISH AND INSTALL THE FOLLOWING:

LEGEND	QUANTITY	DESCRIPTION
•	112	Flood bubbler - pressure compensating, Toro FB-100-PC or approved equal
⊗	1	1 1/2" gate valve
⊖	1	1/4" pressure reducing valve, Clayton 20G-01 or approved equal, set at 50 psi.
⊗	2	3/4" mechanical-timed in-line valve, Richdel 750FR or approved equal.
□	1	Valve box, H.C.D. type "B" meter box with checkered cast-iron cover.
—	See Plan	New sprinkler line



LOCATION MAP
Scale: 1" = 2000'



TYPICAL ENLARGED LAYOUT PLAN
Scale: 1/4" = 1'-0"

NOTES:

- 1- Location of facilities and utilities as shown are approximate only. Contractor shall verify and locate the existing sprinkler line for new connection and shall exercise extreme caution in his post footing excavations near existing drain lines and drain sump.
- 2- All existing trees shall be protected from damage or injury.
- 3- All fencing materials shall conform to Section G.24, quality of materials and equipment, of the revised general provisions of construction contracts of the City and County of Honolulu, current edition.
- 4- Contractor shall contact the golf course maintenance personnel for the location of the existing irrigation valves for shutting off the sprinkler line.

REFERENCE PLAN
For Information Only

APPROVED:

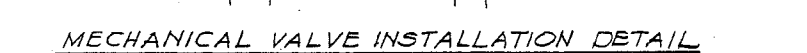
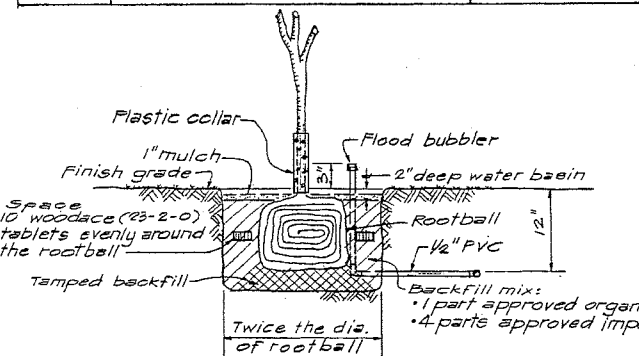
Jirama Canale
DIRECTOR, DEPT. OF PARKS AND RECREATION
CITY AND COUNTY OF HONOLULU
DATE 9-27-88

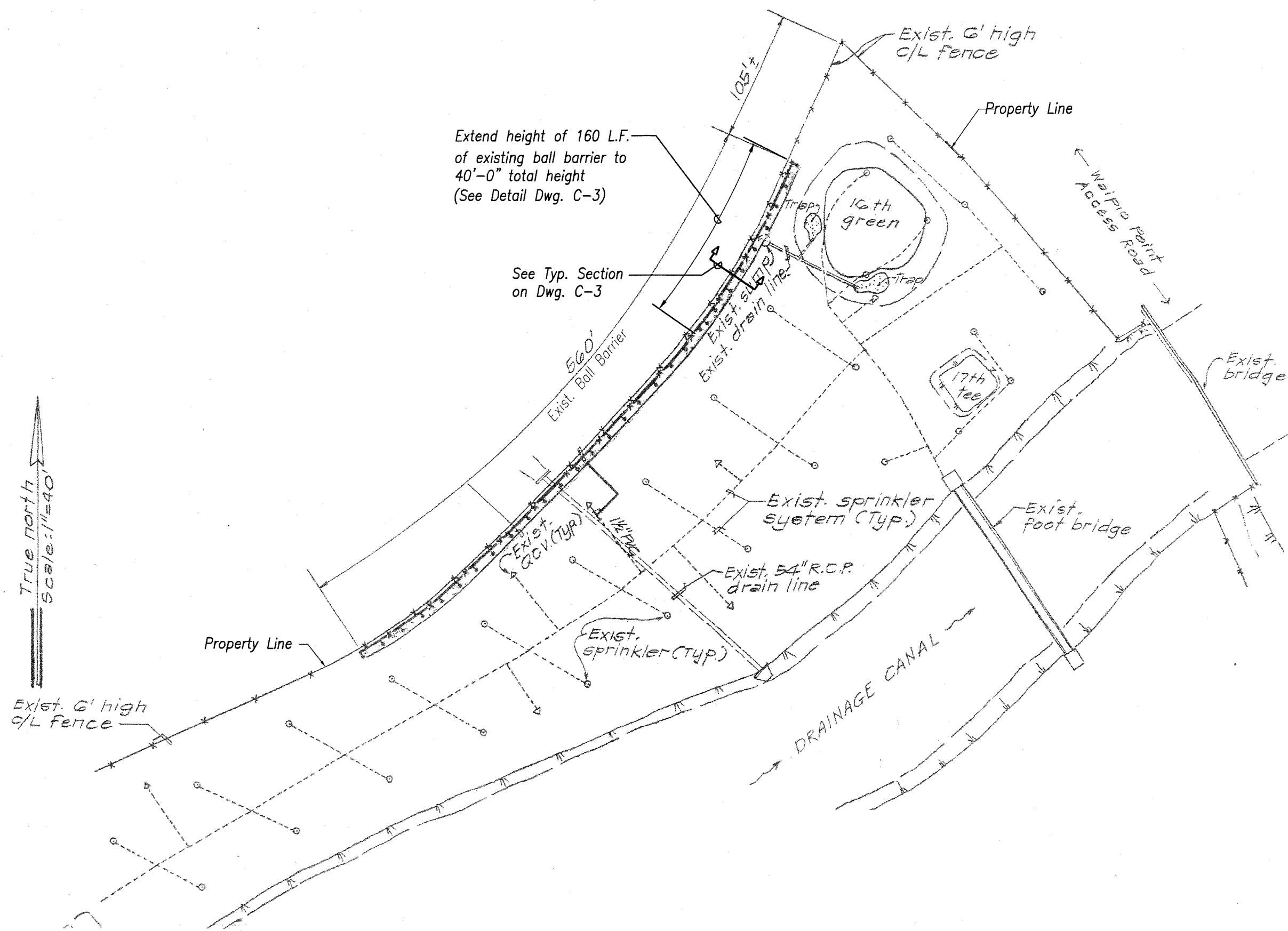
REVISION	DATE	DESCRIPTION	MADE BY	APPROVED
DEPARTMENT OF PARKS & RECREATION CITY & COUNTY OF HONOLULU TED MAKALENA GOLF COURSE PROTECTIVE C/L FENCE AND LANDSCAPING IMPROVEMENTS AT 16TH FAIRWAY				
DRAWN BY: MI		DESIGNED BY: HL	DATE: Sep. 88	
RECOMMENDED BY:		DIST.		
DESIGN		SHT. 1		
MAINTENANCE		OF 2		
GOLF COURSE ADMIN.		FILE NO.		
		141/43		

Diagram illustrating the construction of a tree pit for a tree with a rootball.

Labels and Dimensions:

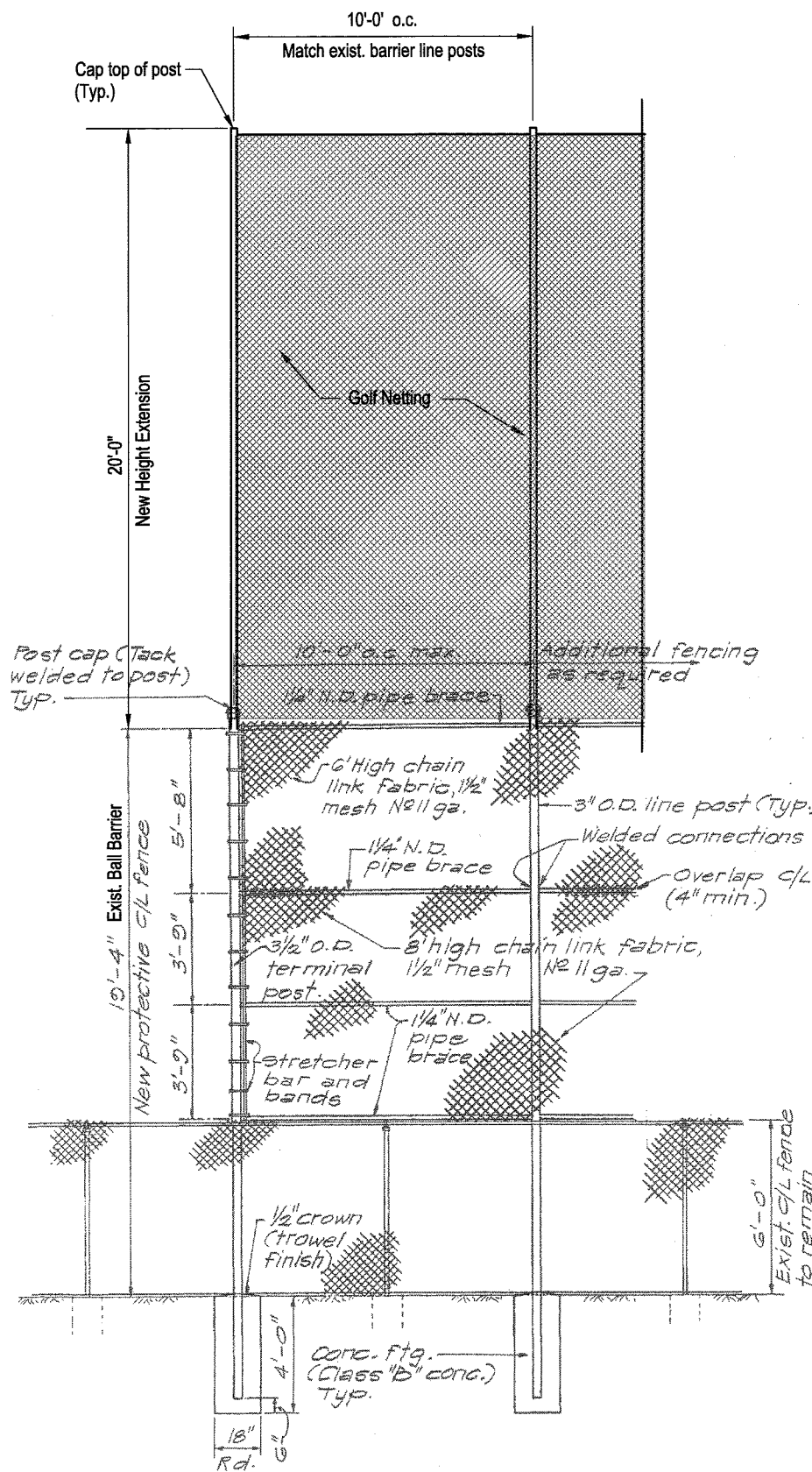
- Plastic collar
- 1" mulch
- Finish grade
- 2" deep water basin
- Flood bubbler
- Rootball
- 12" (diameter)
- 2" woodchips (2-2-0) tablets evenly around the rootball
- 1/2" PVC
- Tamped backfill
- Twice the dia. of rootball (for backfill)
- Backfill mix:
 - 1 part approved organ...
 - 4 parts approved limp...



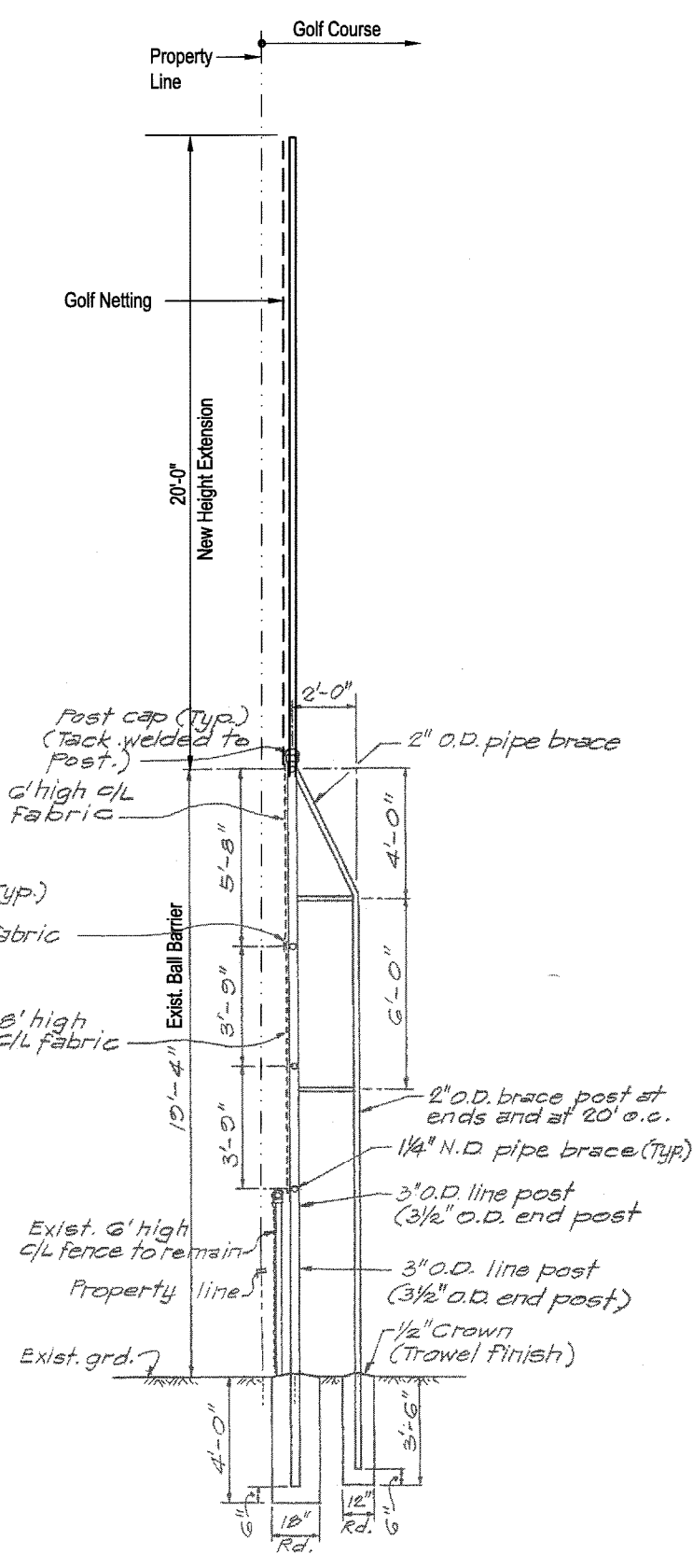


DESIGN REVIEW DRAWN
BY D.T. C.L. VY
DATE: APRIL 2009

April 3, 2009
J:\FDS\Projects\Medialano GC\Job No. 09-P-13\C-2 Site Plan.dwg



ELEVATION



SECTION

NOTES:

- 1- Location of facilities and utilities as shown are approximate only. Contractor shall verify and locate the existing sprinkler line for new connection and shall exercise extreme caution in his post footing excavations near existing drain lines and drain sump.
- 2- All existing trees shall be protected from damage or injury.
- 3- All fencing materials shall conform to Section 6.24, quality of materials and equipment, of the revised general provisions of construction contracts of the City and County of Honolulu, current edition.
- 4- Contractor shall contact the golf course maintenance personnel for the location of the existing irrigation valves for shutting off the sprinkler line.

NOTES:

Existing ball barrier shown for information of existing condition only.
Proposed height extension is schematic only to indicate location and height of new ball barrier extension.

GRAPHIC SCALE: (Scale: 3/8"=1'-0") 2 1 0 2 4 6

DEPARTMENT OF DESIGN AND CONSTRUCTION
CITY & COUNTY OF HONOLULU

DESIGN-BUILD OF BALL BARRIER HEIGHT EXTENSION
AT
TED MAKALENA GOLF COURSE

DESIGN-BUILD BALL BARRIER HEIGHT EXTENSION SCHEMATIC

JOB NO. 09-P-13
DRAWING NO. C-3
SHEET NO. 3 OF 3
FILE NO. 14/01

DESIGN REVIEW DRAWN
BY: D.T. C.L. VY
DATE: APRIL 2009

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION
LICENSE EXPIRES 4-30-10

REVISION	DATE	DESCRIPTION	MADE BY	APPROVED