

BID DOCUMENTS & SPECIFICATIONS FOR:

Security Fence Line & Lighting Repairs/Replacement for
Multiple Locations at Kalaeloa
State of Hawaii, Department of Defense Hawai'i Army National Guard
Job No. CA-1905-C

ISSUED BY:
STATE OF HAWAII
DEPARTMENT OF DEFENSE
3949 DIAMOND HEAD ROAD
HONOLULU, HAWAI'I 96816-4495
TELEPHONE: 808.369.3567

MAY 2022

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STATE OF HAWAII
DEPARTMENT OF DEFENSE
OFFICE OF THE ADJUTANT GENERAL
3949 DIAMOND HEAD ROAD
HONOLULU, HAWAII 96816-4495

NOTICE TO BIDDERS

SEALED BIDS for furnishing labor, materials, tools and equipment for "**SECURITY FENCE LINE AND LIGHTING REPAIRS/REPLACEMENT FOR MULTIPLE LOCATIONS AT KALAELOA, STATE OF HAWAII, DEPARTMENT OF DEFENSE, HAWAII ARMY NATIONAL GUARD, JOB NO. CA-1905-C**" will be received in the Engineering Office, State of Hawaii, Department of Defense, located in Building 306-A, Room 228, 3949 Diamond Head Road, Honolulu, Hawaii, up to **2:00 p.m. on June 8, 2022** and will then and there be publicly opened and read aloud. Bids may also be mailed to State of Hawaii, Department of Defense, 3949 Diamond Head Road, Honolulu, HI, 96816-4495, ATTN: HIENG, Room 228. Bids must be received in the Engineering Office, Room 228, prior to the time and date fixed for opening to be considered. All bids received in the Engineering Office after the time and date fixed for opening will not be considered.

Bidders are advised that the Department of Defense facility at 3949 Diamond Head Road is a secure facility. In order to access the property, Bidders and/or their authorized personnel shall present a current driver's license or other form of official identification (with photograph) to the security personnel at the entry gate; and shall inform the security personnel of the building and room number they require access to (State Contracting Section 808-369-3491). Lack of official identification or knowledge of the building and room to which access is needed are grounds for denial of access onto the property.

Bidders should be aware and allow for security screening and random vehicle inspections. The state will not be responsible for late bids due to the afore mentioned reasons.

Proposed work consists of, but not limited to the following: 1) Repair, replace, and relocate existing perimeter chain link fences, gates and signages. 2) Adding new chain link gates, automatic sliding gate, pedestrian gates. 3) Repair/fix existing Photovoltaic (PV) light poles and adding new PV light poles.

The estimated cost is between \$1,200,000 and \$1,500,000.

A Pre-Bid/Site Visit will be held on **May 27, 2022 at 9:00 a.m.** Contractors are to meet Mr. Virgil Cadiente at the entrance of Gate 16 guard shack on Saratoga Ave., Kalaeloa prior to 9:00 a.m. Please call Mr. Cadiente at 808-844-6555 or 808-291-1250 before 4:30 p.m. on May 26, 2022 to register for the pre-bid/site visit. If no answer, please leave your company information, attendees names and a contact number, you may assume that you are registered for the site visit. All interested bidders and sub-contractors are welcome, but not required to attend.

Bona fide bidders may obtain copies of applicable specifications and bidding documents at the above-named office. Documents may also be downloaded from the State Procurement Office website at <http://spo.hawaii.gov/> and at the State Department of Defense website at

<http://dod.hawaii.gov/hieng/>. If prospective bidders obtain copies of the bid documents from sources other than the Contracting and Engineering Office address listed above, then bidders are responsible to register by sending their company name, address, telephone and facsimile number, and email address via email to theasius.a.allen@hawaii.gov.

All requests for substitution, clarification of bidding documents and/or specifications must be received in the office listed above, via email, prior to **Wednesday June 1, 2022** by 4:30 p.m. Questions shall be emailed to theasius.a.allen@hawaii.gov.

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

An Intent to Bid is NOT required to be submitted for this project.

Bidders are required to register on the Hawaii Compliance Express web site for all tax clearances by going to <http://spo.hawaii.gov/> click on "HCE" and registering there.

Bidders are responsible for checking for any addenda for this project. The addenda will be posted on the State Procurement Office web site under the project name at <http://spo.hawaii.gov/>.

The Hawaii Products preference pursuant to ACT 175, SLH 2009 may be applicable for numerous items throughout this solicitation. Persons wishing to certify and qualify a product not currently listed as a Hawaii Product shall submit a Certification for Hawaii Product Preference (form SPO-38) by e-mail to theasius.a.allen@hawaii.gov **prior to 4:30 p.m.** 15 days prior to the bid opening date for this project. View the current Hawaii Products List on the State Procurement office (SPO) website at <http://hawaii.gov/spo>.

For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). The form is available on the SPO webpage at <http://hawaii.gov/spo>.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED. If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

REQUIREMENT FOR CONTRACTORS LICENSING CLASSIFICATIONS

Due to the nature of the work contemplated bidder must possess a valid State of Hawaii Contractor's license in the appropriate classification: A minimum "B" license is required.

General Engineering Contractors holding an 'A' license and General Building Contractors holding a 'B' license are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the General Contractor to act as a specialty Contractor in any area in which the General Contractor has no license.

Bidders are solely responsible to review the project requirements, determine the appropriate licenses required, and ensure that they possess and that the Subcontractor(s) listed in their OFFER FORM possess the necessary specialty licenses to perform the work for this project.

Kenneth S. Hara
Major General
Adjutant General

Posted on: May 23, 2022

**Security Fence Line & Lighting Repairs/Replacement for Multiple Locations at Kalaeloa
State of Hawaii, Department of Defense, Hawaii Army National Guard
Job No. CA-1905-C**

Adjutant General
State Department of Defense
3949 Diamond Head Road
Honolulu, Hawaii 96816-4495

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, and all documents attached hereto, and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ✓ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii, **OR**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii. Business shall be registered prior to award at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii. State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____
Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

(x) _____
Authorized (Original) Signature (*1)

Date: _____

Telephone No.: _____

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror) (*2)

Fax No.: _____

(*2) If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

E-mail Address: _____

(*1)

Original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

The undersigned has carefully examined the attached plans and specifications and hereby proposes to furnish at his own expense all labor, materials, tools, and equipment necessary to construct all work as shown and called for, in strict accordance with the specifications, schedules and drawings pertaining thereto, all for cost of:

1. Total Base Bid Cost (Items 1-56):

_____ Dollars (\$_____)

2. Total Additive Alternative Bid Item #1 (Items 57-59):

_____ Dollars (\$_____)

3. Total Additive Alternative Bid Item #2 (Items 60-62):

_____ Dollars (\$_____)

4. Total Additive Alternative Bid Item #3 (Items 63-65):

_____ Dollars (\$_____)

5. Total Additive Alternative Bid Item #4 (Items 66-68):

_____ Dollars (\$_____)

6. Total Additive Alternative Bid Item #5 (Items 69-72):

_____ Dollars (\$_____)

TOTAL COST LUMP SUM:

_____ Dollars (\$_____).

[BIDDER'S INSTRUCTIONS: Fill in the total lump sum bid price in numbers and write out the total lump sum bid price in words. Prices shall be written in ink or typed.]

(Including the cost of delivery, unloading, freight charges, all applicable taxes, and other cost involved) and will fully complete all the work under this contract within **365** consecutive calendar days from the date of commencement specified by the written order of the Adjutant General including the date of said order.

The undersigned hereby provides a breakdown of LUMP SUMP amount.

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	GENERAL REQUIREMENTS				
1	Mobilization/ Demobilization	1	LS		
2	Best management measures	1	LS		
	TOTAL FOR GENERAL REQUIREMENTS				
	SITEWORKS (REMOVAL/ REPLACEMENT/ INSTALLATION)				
3	Remove/ replace rusted barbed wires.	10,700	LF		
4	Remove and replace misaligned existing barbed wire.	2,210	LF		
5	Remove and replace loose existing barbed wire.	250	LF		
6	Remove/ replace cut-off barbed wires.	1,150	LF		
7	Installation of new barbed wires.	170	LF		
8	Remove/ replace rusted extension arms.	450	EA		
9	Remove and replace misaligned extension arms.	350	EA		
10	Remove rust and apply rust proof paint on both sides of existing chain link fence .	7,000	LF		
11	Remove and replace existing tampered fencing fabric.	500	LF		
12	Remove and replace existing misaligned fencing fabric.	100	LF		
13	Remove and replace rusted existing line post and foundations.	3	EA		
14	Remove and replace bent existing line post and foundations.	50	EA		
15	Installation of new top cap for missing fence post cap.	2	EA		
16	Patching and sealing with concrete patching compound for the surface cracks in post foundation.	4	EA		
17	Adjust fencing fabric to keep spacing between bottom of fencing and grade less than 3".	1	LS		
18	Remove and replace rusted existing bottom tension wire	7,000	LF		
19	Remove and replace of loose existing tension wire	1,600	LF		
20	Installation of new bottom tension wire (missing)	600	LF		
21	Remove and replace existing rusted top horizontal bar	3,950	LF		
22	Remove and replace existing bended top horizontal bar.	475	LF		
24	Remove and replace existing rusted mid horizontal bar.	230	LF		
25	Reconnection of disconnected mid horizontal bar.	1	LS		
27	Remove and replace rusted bottom horizontal bar.	40	LF		
28	Remove and replace bended bottom horizontal bar.	180	LF		
29	Remove and replace rusted vertical tension bars.	550	LF		
30	Remove and replace bended vertical tension bars.	275	LF		
31	Remove and replace rusted truss rods.	650	LF		
32	Remove and replace bended truss rods.	70	LF		
33	Remove and replace rusted tension clips.	160	EA		
34	Reconnection of disconnected tension clips.	4	EA		
35	Remove and replace rusted tie wires.	1,000	EA		
36	Remove and replace rusted gate (30' wide).	1	EA		
38	Remove and replace rusted gate (20' wide).	1	EA		

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	SITEWORKS (REMOVAL/ REPLACEMENT/ INSTALLATION)				
39	Remove and replace gate posts and foundation.	8	EA		
40	Remove and replace rusted razor wires.	8,700	LF		
41	Remove tree weaved in fence fabric, vines intertwined in barbed wire and overgrown weeds.	1	LS		
42	Removal of existing landscaping.	1	LS		
43	8' high chain link fence (single ext. arm, 3-layers barbed wires), In place complete.	188	LF		
44	20' Wide, 8' high clf double swing gate, In place complete.	2	EA		
45	44' Wide, 8' high clf rolling gate, In place complete.	1	EA		
46	3' Wide, 8' high clf pedestrian gate, In place complete.	2	EA		
47	Speed limit sign, In place complete.	2	EA		
48	Stop sign, In place complete.	2	EA		
49	No trespassing sign, In place complete.	2	EA		
50	Perimeter restricted area sign, In place complete	156	EA		
51	Entry restricted area sign, In place complete	2	EA		
52	Reflector, In place complete.	2	EA		
53	36" diameter grate, In place complete.	2	EA		
	Subtotal for SITE WORK				
	ELECTRICAL WORK				
	<u>BASE BID ITEMS:</u>				
54	Pole, base, light & PV system.	4	EA		
55	Grounding.	6	EA		
56	Miscellaneous		LS		
	Total BASE BID				
	<u>Additive Alternative #1:</u>				
57	Pole, base, light & PV system	8	EA		
58	Grounding	8	EA		
59	Miscellaneous		LS		
	Subtotal Add Alt #1				
	<u>Additive Alternative #2:</u>				
60	Pole, base, light & PV system	7	EA		
61	Grounding	7	EA		
62	Miscellaneous		LS		
	Subtotal Add Alt #2				
	<u>Additive Alternative #3:</u>				
63	Pole, base, light & PV system	1	EA		
64	Grounding	1	EA		
65	Miscellaneous		LS		
	Subtotal Add Alt #3				
	<u>Additive Alternative #4:</u>				
66	Pole, base, light & PV system	14	EA		
67	Grounding	14	EA		
68	Miscellaneous		LS		
	Subtotal Add Alt #4				

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	ELECTRICAL WORK				
	Additive Alternative #5:				
69	Pole, base, light & PV system	3	EA		
70	Grounding	3	EA		
71	Underground duct, Including trenching	230	LF		
72	Miscellaneous		LS		
	Subtotal Add Atl #5				
	SUBTOTAL FOR ELECTRICAL WORK				
	TOTAL (GENERAL REQUIREMENTS, SITE WORK, ELECTRICAL)				
	Hawaii State Tax	4.712%			
	TOTAL COST LUMP SUM				

NOTE:

1. This project falls under the requirement of the "Buy American Act".
2. Davis-Bacon Act prevailing wage rate or State wage rates apply to this contract.
3. Contract will be awarded based on the total lump sum bid.
4. A Pre-Bid meeting/Site Visit will be held on **May 27, 2022 at 9:00 am**. Contractors are to meet Mr. Virgil Cadiente at Gate 16 guard shack on Saratoga Ave prior to 9:00am. Please call Mr. Cadiente at 808-844-6555 or 808-291-1250 before 4:30 pm on May 26, 2022 to register for the Pre-Bid meeting/Site Visit. If no answer, please leave your company information, attendees names and a contact number, you may assume that you are registered for the meeting/site visit. All interested bidders and subcontractors are welcome, but not required to attend.

All requests for substitution, clarification of bidding documents and/or specifications must be received by email at theasius.a.allen@hawaii.gov prior to 4:30 PM on Wednesday June 1, 2022.
5. The State reserves the right to determine the extent of the contract by selecting and/or omitting bid items (not necessarily in sequence) to the extent required to come within the funds available for the project. The award of the contract shall be made to the responsible bidder whose total bid is the lowest.
6. **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED.** If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.
7. The Surety shall not be held liable beyond two (2) years of the project acceptance date.

HAWAII PRODUCTS PREFERENCE

In accordance with ACT 175, SLH 2009 the Hawaii Products preference is applicable to this solicitation. Hawaii products may be available for those items noted on the offer form. The Hawaii Products List is available on the State Procurement Office (SPO) website at <http://spo.hawaii.gov/> search for "Hawaii Product Preferences".

Offeror offering a Hawaii Product (HP) shall identify the HP on the solicitation offer pages. Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii Products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii Product list shall complete form SPO-38, *Certification for Hawaii Product Preference*, and submit to the Department of Defense, Contracting Officer, and provide all additional information required by the Contracting Officer no later than 4:30pm, fifteen (15) calendar days prior to the bid opening date. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). The form is available on the SPO webpage at <http://spo.hawaii.gov/> search for "Forms" and select form SPO-38.

Late submittals for this project will not be reviewed by the Department.

Change in Availability of Hawaii Product

In the event of any change that materially alters the offeror's ability to supply Hawaii Products, the offeror shall immediately notify the Contracting Officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

Offerors shall indicate in the Hawaii Product Schedule below whether the pre-approved Hawaii Products are offered. Offerors offering a Hawaii Product shall fill-in the quantity, unit measure, unit price and total price for the Hawaii Product they desire to be considered for preference. Products not pre-approved shall not be considered. Hawaii Products not meeting the requirements of the specification shall not be considered.

Offerors selecting the Hawaii Product preference may be required to submit additional information on the cost basis of their selected Hawaii Product preference items when requested after the bid opening to verify cost of the Hawaii Products, including the computations for the estimated quantities, manufacturer's or supplier's quotations, and delivered material cost Free on Board (FOB) at the jobsite. The Hawaii Product Cost shall not include installation costs.

Hawaii Products available for this project are as follows:

Product Description	Class I, II or III	Manufacturer	Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$

APPRENTICESHIP AGREEMENT PREFERENCE

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

1. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. "Employ" means the employment of a person in an employer-employee relationship.
 - a. The apprenticeship agreement shall be registered with the DLIR and conform to the requirements of Hawaii Revised Statutes Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
 - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
2. A bidder seeking the preference must state the apprenticeable trade the bidder will employ for each trade to be employed to perform the work by submitting a completed **signed original** *Certification of Bidder's Participation – Form 1* verifying participation in an apprenticeship program registered with the DLIR. "Apprenticeable trade" shall have the same meaning as "apprenticeable occupation" pursuant to Hawaii Administrative Rules (HAR) §12-30-5.
 - a. The *Certification of Bidder's Participation – Form 1* shall be authorized by an apprenticeship sponsor listed on the DLIR list of registered apprenticeship

programs. "Sponsor" means an operator of an apprenticeship program and in whose name the program is approved and registered with the DLIR pursuant to HAR §12-30-1.

- b. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor.
 - c. The completed *Certification of Bidder's Participation – Form 1* for each trade must be submitted with the bid. A facsimile or copy is acceptable to be submitted with the bid, however the signed original must be submitted within five (5) working days of the bid open date. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.
 - d. When filling out the *Certification of Bidder's Participation – Form 1*, the name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website. "Registered apprenticeship program" means a construction trade program approved by and registered with the DLIR pursuant to HAR § 12-30-1 and §12-30-4.
 - e. The *Certification of Bidder's Participation – Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://hawaii.gov/labor/wdd>
3. Upon receiving the *Certification of Bidder's participation – Form 1*, the Procurement Officer will verify that the apprenticeship program is on the List of Construction Trades in Registered Apprenticeship Programs and that the form is signed by an authorized official of the Apprenticeship Program Sponsor. If the programs and signature are not confirmed by the DLIR, the bidder will not qualify for the preference.
 4. If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's bid amount by five (5) percent for evaluation purposes.
 5. Should the bidder qualify for other preferences (for example, Hawaii Products), all applicable preference shall be applied to the bid price.
 6. If the winning bidder has submitted Form 1 with his bid packet, the Form 2 will be required the first week of each month for the prior month beginning with the month of the start of work.

CHARACTER OF WORKERS OR EQUIPMENT

The Contractor shall perform with his own organization, work amounting to not less than twenty percent (20%) of the total contract cost. The Engineer may require the Contractor to verify the percentage of work he will be providing with his own organization by furnishing pertinent information such as all of the actual subcontractor(s)' quotations he received for the bid. If requested, the Contractor shall provide such verification within 5 working days of the request.

CERTIFICATION FOR SAFETY AND HEALTH PROGRAM FOR BIDS IN EXCESS OF \$100,000

In accordance with HRS 396-18, by submitting this proposal, the undersigned certifies that his company will have a written safety and health plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational Safety and Health Division (HIOSH).

TAX CLEARANCES FROM THE STATE DIRECTOR OF TAXATION AND INTERNAL REVENUE SERVICE

Contractors are required to provide a state and federal tax clearance as a prerequisite to entering into a public contract of \$2,500 or more. To meet this requirement, all bidders shall submit valid tax clearances with their bid proposals when the bid is \$2,500 or more.

Failure to submit the required tax clearance may be sufficient grounds for the State to refuse to receive or consider the prospective bidder's proposal.

In accordance with Act 190 Amendment to HRS 103D-310(c), required as a prerequisite to entering into a contract, the contractor shall register on the Hawaii Compliance Express web site for all tax clearances by going to <http://vendors.ehawaii.gov> and registering there.

A Certificate of Vendor Compliance generated from this website should be included with their bid proposal. A Compliant status is required prior to awarding the contract.

LICENSE

Due to the nature of the work contemplated, bidder must possess a valid State of Hawaii Contractor's license in the appropriate classification – A minimum "B" license is required.

1. The Adjutant General or his designated representative reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
2. The award of the contract shall be conditioned upon funds being made available for these projects and further upon the right of the Adjutant General or his designated

representative to hold all bids received for a period of ninety (90) days from the date of the opening thereof, unless otherwise required by law, during which time no bid may be withdrawn.

3. The liquidated damages per working day for failure to complete the work on time shall be **\$186.00** per working day or as stipulated in the General Conditions, whichever is higher.
4. By submitting this proposal, the undersigned is declaring his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past two years.
5. Upon the acceptance of the proposal by the Adjutant General or his designated representative, the undersigned must enter into and execute a contract for the same and furnish a bond, as required by law. This bond shall conform to the provisions of Section 103D-324 of the Hawaii Revised Statutes and any law applicable thereto.
6. If the lowest bid received by the State exceeds the funds available for this project, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, as amended, to reduce the scope of work and award a contract therefore.
7. This contract may be awarded as an informal contract as determined by the Adjutant General or his designated representative in accordance with the applicable Hawaii Revised Statutes as amended, whereby a purchase order will be executed and used as the formal contract.

Receipt of the following addenda issued by the Department is acknowledged by the day(s) of the receipt indicated below:

Addendum No. 1 _____ Addendum No. 2 _____
 Date
Addendum No. 3 _____ Addendum No. 4 _____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this Proposal as submitted. (See Special Notice to Bidders for information regarding addenda.)

ALL JOINT CONTRACTORS & SUBCONTRACTORS TO ENGAGE ON THIS PROJECT

The bidder certifies that the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, Hawaii Revised Statutes, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The bidder further certifies that only those joint contractors or subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the bidder with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the bidder with his own employees.

All bidders must be sure that they possess and that the subcontractors listed in the proposal possess all the necessary specialty licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all of the specialty licenses required to perform the work is covered in his bid.

The bidder shall include the license number of the joint contractors or subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor for Lump Sum Bid	License Number	Nature and Scope of Work to be performed

Enclosed herewith as required by law:

Surety Bond

Certificate of Deposit

Certified Check

Cashier's Check

Share Certificate

Legal Tender

(Cross Out Those Not Applicable)

DOLLARS (\$ _____).

*Signature

HAWAII GENERAL EXCISE TAX

Title _____

I.D. NO. _____

Name of Company

Address

LICENSE CLASSIFICATION
AND/OR SUBCLASSIFICATION
NO.

Telephone

Date

(CORPORATE SEAL)

*Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.

NOTE: Fill in all blank spaces with the information asked for or bid may be invalidated.
PROPOSAL PAGES MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

FORM 1

CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

I. Bidder's Identifying Information			
A. Legal Business Name: _____			
B. Project Bid Title & Reference No.: _____			
C. Contact Person's Name: _____			
1. Phone No.: _____		2. E-Mail: _____	
II. Apprenticeable Trades To Be Employed*	B. Apprenticeship Sponsor*	C. No. Enrolled	D. No. Completed
A. (List)	(One Sponsor Per Form)	(# of apprentices currently enrolled as of bidder's request date)	(# of apprentices who completed the apprenticeship program in the 12 months prior to request date)
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
III. Bidder's Certification			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.			
A. Name (Type) _____		B. Title _____	
C. Signature (original signature required) _____		D. Date _____	
IV. Apprenticeship Sponsor's Contact Information			
A. Training Coordinator's Name: _____			
B. Address: _____			
C. Phone No.: _____		D. E-Mail: _____	E. Fax No: _____
V. Apprenticeship Program Sponsor's Certification			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.			
A. Name of Authorized Official _____		B. Title _____	
C. Signature (original signature required) _____		D. Date _____	

* Name of Apprenticeable Trade and Apprenticeship Sponsor must be the *same* as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.

(Name of Corporation)
Corporate Resolution

I, _____, Secretary of _____
Corporation,
a _____ Corporation, do hereby certify that the following is a full, true
and correct copy of a resolution duly adopted by the Board of Directors of said corporation, at its
meeting duly called and held at the office of the Corporation _____
Street, _____, on the _____ day of _____, 20____, at
which a quorum was present and acting throughout, and that said resolution has not been
modified, amended or rescinded and continues in full force and effect:

“RESOLVED that any individual at the time holding the position of President, Vice
President, Secretary or Treasurer be, and each of them hereby is, authorized to execute on behalf
of the Corporation any bid, proposal or contract for the sale or rental of the products of the
Corporation or for services to be performed by the Corporation, and to execute any bond
required by any such bid, proposal or contract with the United States Government or the State of
Hawaii or the City and County of Honolulu, or any County or Municipal Government of said
State, or any department or subdivision of any of them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said
_____ Corporation this _____ day of
_____, 20____.

Secretary

(Names and Address of:)

President:

Vice President:

Secretary:

Treasurer:

SPECIAL NOTICE TO BIDDERS - CONSTRUCTION

QUALIFICATIONS OF BIDDERS - Prospective bidders must be capable of performing the work for which bids are being called.

The Department of Defense no longer requires a submittal of "INTENTION TO BID" unless otherwise stated in the notice to bidders.

If two (2) or more prospective bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with their notice of intention to bid or if no intent to bid is required, shall submit an affidavit of joint venture prior to bid opening. Such affidavit of joint venture will be valid only for the specific project for which it is filed. No further license is required when all parties to the joint venture possess current and appropriate contractor's licenses. Joint venture are required to be licensed in accordance with Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license.

The Adjutant General or his designated representative may, in accordance with Section 103D-310, Hawaii Revised Statutes, require the prospective bidder to submit answers to questions in the "Standard Questionnaire and Financial Statement for Bidders," on the form provided by the Department, properly executed and notarized, setting forth a complete statement of the experience of such prospective bidder and his organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment, at least forty-eight (48) hours prior to the time advertised for the opening of bids. If the information in the questionnaire proves satisfactory, the bidder's proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the bidder after it has served its purpose.

If upon review of the Questionnaire, or otherwise, the bidder appears not fully qualified or able to perform the intended work, the Adjutant General or his designated representative 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 prequalification questionnaire, (IF SENT TO YOU), will be sufficient cause for the Department to disqualify a prospective bidder.

INTERPRETATION OF QUANTITIES IN BID SCHEDULE - When quantities for individual items of work are listed in the bid form for which respective unit prices are asked, said quantities are to be considered as approximate and are to be used by the Department only for the purpose of comparing on a uniform basis bids offered for the work. The Department does not, expressly or by implication, agree that the actual

quantity of work will correspond therewith. The undersigned agrees that his is satisfied with and will at no time dispute said estimated quantities as a means of comparing the bids.

After determining the low bidder by comparison of bids submitted in accordance with the proposal form, the Adjutant General or his designated representative reserves the right to increase or decrease the scope of the improvement.

On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid.

It is understood and agreed that the contractor will make no claim for anticipated profit or loss of profit due to the Department's right to eliminate entirely portions of the work or to increase or decrease any or all of the quantities shown in the proposal form and/or scope of work.

CONTENTS OF CONTRACT FORMS – The Statement of Work will provide the location, description, and the contract time of the work contemplated for which a lump sum bid price is asked or containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.

Proposal forms will include a listing of joint contractor and/or subcontractors asking the name of each person or firm to be engaged on the project as a joint contractor or subcontractor.

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

The plans, specifications and other documents designated in the bid document package, will also be considered a part thereof whether attached or not.

BIDDERS RESPONSIBILITY FOR EXAMINATION OF PLANS, SPECIFICATIONS, SITE OF WORK, ETC. - The bidder shall examine carefully the site work contemplated and the proposal, plans, specifications, supplemental specifications, special provisions and contract and bond forms therefore. The submission of a bid shall be considered as a warranty that the bidder has made such examination and is satisfied with the conditions to be encountered in performing the work and with the requirements of the plans, specifications, supplemental specifications, special provisions, contract and bond.

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

Where an investigation of subsurface conditions has been made by the Department in respect to foundation or other design, the bidders may inspect the records of the Department as to such investigation, including examination of samples, if any. It is understood, however, that any such information furnished is for the bidders' convenience only and no assurance is given that conditions found at the time of subsurface investigation, such as the presence or absence of water, will be conditions that prevail at the time of construction.

When the contract plan includes a log of test borings showing a record of the data obtained by the Department's investigation of subsurface conditions, said log represents only the opinion of the Department as to the character of material encountered by it in its test borings and there is no warranty, either expressed implied, that the conditions indicated are representative of those existing throughout the work or any part of it, or that unforeseen developments may not occur.

Information regarding the site of work given on the drawings or specifications has been obtained by the Department and is believed to be reasonably correct, however, it is the responsibility of the bidder to verify all such information. Any utilities that the Contractor encounters during the progress of the work, such as telephone ducts, electric ducts, water lines, sewer lines, electric lines and drainage pipes, whether shown or not on the contract plans, shall not be disturbed or damaged unless otherwise instructed in the plans and specifications.

In the event the utilities are damaged or disturbed by the Contractor, the Contractor shall be held liable for the damage or disturbed utilities which were:

- A. Shown on the plan.
- B. Located and exposed on the job as it progressed.
- C. Pointed out to the Contractor in the field.

The Contractor shall repair the damaged or disturbed utilities to the existing condition at no cost to the Department or the project. Any damage claims due to the disruption of service caused by the utilities being damaged shall be paid by the Contractor who shall save harmless the Department from all suits, actions, or claims of any character brought on account of such damages.

In the event utilities which were not shown on the plans and specifications are damaged or disturbed by the Contractor, the Contractor shall not be held liable but shall notify the Engineer. Upon instruction from the Engineer, the Contractor shall repair all damages which shall be considered to be additional work.

Utilities which must be relocated due to construction and not so indicated in the plans and specifications shall also be considered to be additional work. The Contractor shall not in any case, if he encounters underground utilities, proceed with any work until he has notified the Engineer.

No information derived from such inspection of records of subsurface investigations made by the Department or from the Engineer or from his authorized representative or from maps, plans, specifications or drawings will in any way relieve the Contractor from any risk or from properly fulfilling all the terms of the contract. The log tests borings if included in the plans are only for the convenience of the bidder and do not constitute a part of the contract. The Contractor is solely responsible for all assumptions, deductions, or conclusions he may make or derive from the subsurface records furnished.

ADDENDA AND INTERPRETATIONS - Discrepancies, omissions, or doubts as to the meaning of drawings and specifications should be communicated via email as directed in the Notice to Bidders and must be received by the Engineering Office, Department of Defense, no later than the date stated in the Notice to Bidders for submittal of questions. Any interpretation, if made, and any supplemental instructions will be in the form of written addenda. All addenda will be posted on the State Procurement Office website <http://spo.hawaii.gov>. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

PREPARATION OF PROPOSAL - The bidder's proposal must be submitted on the proposal form furnished by the Department. The proposal must be prepared in full accordance with the instructions therein. The bidder must state, both in words and numerals, the lump sum price at which the work contemplated is proposed to be done. These prices must be written in ink or typed. Prices written in pencil are not acceptable. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The bidder shall sign the proposal in the spaces provided with ink.

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

Pursuant to the requirements of Section 103D-302, Hawaii Revised Statutes, each bidder shall include in his bid the name of each person or firm to be engaged by the bidder on the project as joint contractor or subcontractor indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor.

BID SECURITY - No proposal totaling \$25,000 or more will be considered unless accompanied by one of the following forms of bidder's security:

A. Surety bond underwritten by a company licensed to issue bonds in this State.

B. Legal Tender.

C. Certificate of Deposit; share certificate; or cashier's, treasurer's, tellers or official check drawn by, or certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

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

(2) 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.

THE BID SECURITY SHALL BE AT LEAST FIVE (5) PERCENT OF THE BID AMOUNT.

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

If the bidder is a joint venture, all parties to the joint venture must sign the bond or evidence in the form of a joint venture agreement must be submitted showing the authority of the bidder to sign the bond on behalf of the joint venture.

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

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

DELIVERY OF PROPOSALS - The entire proposal shall be placed together with the bid security, in a sealed envelope so marked as to indicate the identity of the project, the project number, the date of bid opening and the name and address of the bidder and then delivered as indicated in the Notice to Bidders. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must by that time be in the hands of the officials indicated. The words 'SEALED BID' must be clearly written or typed on the face of the sealed envelope containing the proposal guaranty.

WITHDRAWAL OR REVISION OF PROPOSALS - Any bid may be withdrawn or revised at any time prior to, but not after, the time fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal or revision of such bid is filed with the Adjutant General before the time set for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids.

PUBLIC OPENING OF PROPOSALS - Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders, their authorized agents and other interested parties are invited to be present.

DISQUALIFICATION OF BIDDERS - Any one or more of the following cause will be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- A. Non-compliance with "QUALIFICATION OF BIDDERS".
- B. Evidence of collusion among bidders.
- C. Lack of responsibility and cooperation as shown by past work.
- D. Being in arrears on existing contracts with the State of Hawaii, or having defaulted on a previous contract.
- E. Lack of proper equipment and/or sufficient experience to perform the work contemplated as revealed by the Standard Questionnaire and Financial Statement for Bidders.
- F. No contractor's license or a contractor's license which does not cover type of work contemplated.
- G. More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name.
- H. Delivery of bids after the deadline specified in the advertisement calling for bids.

I. Failure to pay, or satisfactorily settle, all bids overdue for labor and material on former contracts in force at the time of issuance of proposal forms.

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

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

A. If the proposal is unsigned.

B. Bid security not in accordance with paragraph "BID SECURITY".

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

D. If the proposal shows any non-compliance with applicable law, alteration of form, additions not called, conditional bids, incomplete bids, uninitiated erasures, other defects, or if the prices are obviously unbalanced, or if sufficient funds are not available to prosecute the work.

E. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one bidder at any one bid letting, provided that any selection of awards will be made by the Department.

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

G. Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors the proposal may be rejected. All work which is not listed as being performed by joint contractor and/or subcontractors must be performed by the bidder with his own employees. Additions to the list of joint contractors or subcontractors will not be allowed. Whenever there is a doubt as to the completeness of the list, the bidder

will be required to submit within five (5) working days, written confirmation that the work in question will be performed with his own force. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work, the bidder will be required to either confirm in writing within five (5) working days that all joint contractors or subcontractors listed will actually be engaged on the project or obtain with five (5) working days, written releases from those joint contractor and/or subcontractors who will not be engaged.

AWARD OF CONTRACT - The award of contract, if it be awarded, will be made within ninety (90) consecutive calendar days after the opening of the proposals to the lowest responsible and responsive bidder (including the alternate or alternates which may be selected by the Adjutant General in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful bidder will be notified, by letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

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

CANCELLATION OF AWARD - The Adjutant General or his designated representative reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability to the awardee and to any other bidder.

RETURN OF BID SECURITY (excluding bid bonds) - All bid securities, except those of the four (4) lowest bidders, will be returned immediately following the opening and checking of the proposals. The retained bid securities of the remaining two (2) lowest bidders will be returned within five (5) working days following the execution of contract. The successful bidder's bid security may be returned after a satisfactory contract bond has been furnished and the contract has been executed.

RETURN OF BID BONDS – The bid bonds will be returned only after receipt of a written request from the contractor.

REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS - Performance and Payment Bonds shall be required for contracts exceeding \$50,000. At the time of the execution of the contract, the successful bidder shall file a good and sufficient performance and payment bonds on the form furnished by the Department or the contractors Surety, each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Acceptable performance and payment bonds shall be limited to the following:

- A. Surety bond underwritten by a company licensed to issue bonds in this State; or
- B. Legal Tender; or

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

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

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

If the contractor fails to deliver the required performance and payment bonds, the contractor's award shall be canceled, its bid security enforced and award of the contract shall be made to the next lowest bidders.

EXECUTION OF THE CONTRACT - The contract shall be signed by the successful bidder and returned, together with a satisfactory performance and payment bonds, within ten (10) consecutive calendar days, after the bidder has received his contract for execution or within such further time as the Adjutant General or his designated representative may allow. No proposal or contract shall be considered binding upon the State until the contract has been fully and properly executed by all parties thereto and the Adjutant General or his designated representative has endorsed therein his certificate, as required by Section 103D-309, Hawaii Revised Statutes, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the State's amount required by such contract.

On any individual award totaling less than \$50,000, the State reserves the right to execute the contract by the issuance of a State Purchase Order. Acceptance shall result in a binding contract between the parties without further action by the State. Executing the contract by Purchase Order shall not be deemed a waiver of these specification requirements.

FAILURE TO EXECUTE THE CONTRACT - If the bidder to whom a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security within ten (10) consecutive calendar days after such award or within such further time as the Adjutant General or his designated representative may allow, the award shall be canceled and the bid security shall be declared forfeited. The bid security shall thereupon become a realization of the State, not as a penalty, but in liquidation of the damages sustained. The Adjutant General may thereupon award the contract to the next lowest responsible bidder or may call for new bids, whichever method he may deem is to the best interest of the State.

NOTICE TO PROCEED - After the contract is fully executed, the Contractor will be sent a formal "Notice to Proceed" advising the Contractor of the date on which he may

proceed with the work. The Contractor shall be allowed ten (10) consecutive working days from said date to begin his work. In the event that the Contractor refuses or neglects to start the work, the Adjutant General or his designated representative may terminate the contract.

SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

RESPONSIBILITY OF OFFERORS

Offeror shall furnish proof of compliance In accordance with Act 190 Amendment to HRS 103D-310(c)

Required as a prerequisite to entering into a contract, the contractor shall register on the Hawaii Compliance Express web site for all tax clearances by going to <http://vendors.ehawaii.gov> and registering there.

A Certificate of Vendor Compliance generated from this website should be included with their bid proposal. A Compliant status is required prior to awarding the contract.

COMPREHENSIVE ANNUAL FINANCIAL REPORTING

For any project that involves work on multiple structures, including non-building structures, whether it be new work or renovation work, or when the project involves both site improvements and a structure, the Contractor shall provide the following information to the Project Manager for fixed asset allocation purposes:

1. Within 30 calendar days of award as applicable to the project, the following shall be submitted:
 - a. The total cost of each individual structure;
 - b. The total cost of on-site improvement work; and
 - c. The total cost of off-site improvement work.
2. After all work, including all change order work has been completed, and prior to a request for final payment, the following shall be submitted:
 - a. The total cost of each individual structure including any related change order cost;
 - b. The total cost of on-site improvement work including any related change order cost; and
 - c. The total cost of off-site improvement work including any related change order cost.
3. The sum total cost of each category noted above shall total to the contract amount awarded, plus all change order work issued.
 - a. The cost of each individual structure includes the cost of the structure and any work within five (5) feet of the structure or building line which may include, but is not limited to its foundation, foundation earthwork, and utility improvements within and immediately below the building line.
 - b. The on-site improvement cost includes all site improvement work from

five (5) feet and beyond the building line and up to the project's property line, which may include but is not limited to clearing and grubbing, grading, drainage system, site utility, walkway, parking lot, and landscape improvements.

- c. The off-site improvement cost includes all off-site improvement work outside of the project's property line, which may include but is not limited to walkway, landscape, drainage, utility, and roadway improvements.

LIABILITY INSURANCE

The Contractor shall not commence any work until it obtains, at its own expense, all required liability insurance. Such insurance must have the approval of the State as to limit form and amount and must be maintained with a company acceptable to the State. Such insurance must be maintained for the full period of the contract and shall provide protection from claims arising out of or resulting from the Contractor's operations under the Contract itself Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

The contractor shall take out and maintain during the life of this contract broad form public liability (Bodily Injury) and broad form property damage liability insurance in a combined single limit not less than \$1,000,000 and not less than \$2,000,000 in the aggregate to protect such contractor and all his subcontractors from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or anyone directly or indirectly employed by either of them and to include automotive liability, workers compensation and employers liability.

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

A certificate of insurance acceptable to the State shall be filed with the State prior to commencement of the work. Such certificate shall contain a provision that coverage afforded under the policy will not be canceled or changed until at least thirty days written notice has been given to the State by registered mail at the address denominated for the State in the Contract for official communications to it should any policy be canceled before final acceptance by the State, and the Contractor fails to immediately procure replacement insurance as specified, the State reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor.

BID PREPARATION

Offer Form, Page Of-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii Business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii GET at the current rate.

4.712% tax rate. All businesses located on Oahu are required to pay the ½% County Surcharge tax on all Oahu transactions for which they pay the 4% GE tax. Neighbor island and out-of-state businesses that deliver goods or services to Oahu and have a 'physical presence' on Oahu, must pay the new ½% County Surcharge tax on their Oahu transactions.

4% tax rate. Neighbor island and out-of-state businesses that do not deliver any goods or services to Oahu are not subject to the new ½% County Surcharge tax.

If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible offeror submitting the lowest Lump Sum Bid unless otherwise noted in the bid documents.

Responsibility of Lowest Responsive Bidder. Reference Responsibility of Offerors in §3-122-112, HAR. If compliance documents have not been submitted to the State Department of Defense prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

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

In accordance with Act 190 Amendment to HRS 103D-310(c)

Required as a prerequisite to entering into a contract, the contractor shall register on the Hawaii Compliance Express web site for all tax clearances by going to <http://vendors.ehawaii.gov> and registering there.

A Certificate of Vendor Compliance generated from this website should be included with their bid proposal. A Compliant status is required prior to awarding the contract.

A current Certificate of Vendor Compliance must accompany the invoice for final payment on the contract.

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

Pursuant to §103D-310(c), HRS, The Certificate of Vendor Compliance must have a "Compliant" rating with the DLIR.

Compliance with Section 103D-310(c)(1) and (2), HRS.

Contractors are required to provide a state and federal tax clearance as a prerequisite to entering into a public contract of \$2,500 or more. To meet this requirement, all bidders shall submit valid tax clearances with their bid proposals when the bid is \$2,500 or more.

In accordance with Act 190 Amendment to HRS 103D-310(c), required as a prerequisite to entering into a contract, the contractor shall register on the Hawaii Compliance Express web site for all tax clearances by going to <http://vendors.ehawaii.gov> and registering there.

A Certificate of Vendor Compliance generated from this website shall be included with their bid proposal. A Compliant status is required prior to awarding the contract.

Failure to submit the required tax clearance will be sufficient grounds for the State to refuse to receive or consider the prospective bidder's proposal.

The Certificate of Vendor Compliance should be applied for 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. A current Certificate of Vendor Compliance will be required for final payment.

SPECIAL PROVISIONS for Act 68, SLH 2010, CONSTRUCTION CONTRACTS

DEFINITIONS FOR TERMS USED IN ACT 68, SLH 2010:

- a. "Contract" means contracts for construction under 103D, HRS.
- b. "Contractor" has the same meaning as in section 103D-104, HRS, provided that "contractor" includes a Subcontractor where applicable.
- c. "Construction" has the same meaning as in section 103D-104, HRS.
- d. "Procurement Officer" has the same meaning as in section 103D-104, HRS.
- e. "Resident" means a person who is physically present in the State of Hawaii at the time the person claims to have established the person's domicile in the State of Hawaii and shows the person's intent is to make Hawaii the person's primary residence.
- f. "Shortage trade" means a construction trade in which there is a shortage of Hawaii residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

EMPLOYMENT OF STATE RESIDENTS REQUIREMENTS – ACT 68, SLH 2010:

- a. A Contractor awarded a contract shall ensure that Hawaii residents compose not less than eighty percent of the workforce employed to perform the contract work on the project. The eighty percent requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- c. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor, that is, such Subcontractors must also ensure that Hawaii residents compose not less than eighty percent of the Subcontractors workforce used to perform the subcontract.
- d. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of Act 68 for the entire duration of the contract.
 - 1. Certification of Compliance for Employment of State Residents (attached) shall be made prior to submittal of the final invoice.
 - 2. The Certification of Compliance for Employment of State Residents shall be made under oath by an officer of the company by completing a Certification of Compliance for Employment of State Residents form and executing the Certificate before a licensed notary public.
 - 3. In addition to the certification as required above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with Act 68. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four (4) year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four (4) year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.
- e. A Contractor who fails to comply with this section shall be subject to any of the following sanctions:
 - 1. Temporary suspension of work on the project until the Contractor or its Subcontractor complies with Act 68;
 - 2. Withholding of payment on the contract until the Contractor or its Subcontractor complies with Act 68;

3. Permanent termination of the Contractor or Subcontractor from any further work on the project;
4. Recovery by the State, as applicable, of any moneys expended on the contract or subcontract as applicable; or
5. Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawaii Revised Statutes §103D-702.

Conflict with Federal Law:

This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

Davis-Bacon Act:

Davis-Bacon Act prevailing wage rates apply to all State of Hawaii Construction contracts over \$2,000.00.

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

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawai'i 2011-Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and

(Name of Contractor or Subcontractor Company)

for the Project Contract indicated above, _____ was in

(Name of Contractor or Subcontractor Company)

compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

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

☐ I am an officer of the **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

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

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

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Notary Signature
NOTARY CERTIFICATION

Date

SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____
[Full name or legal title of bidder]
as Offeror, hereinafter called Principal, and _____
[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 State of Hawaii, Department of Defense, as Owner, hereinafter called owner, in
the penal sum of _____

_____, Dollars (\$ _____),
[Required amount of bid security]
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 and Title]
_____.

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 _____, 20____.

(Seal)

Name of Principal

Signature

Title _____

(Seal)

Name of Surety

Signature

Title _____

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SAMPLE FORMS

Request for Substitution
Name of Corporation
Weekly Quality Control Report Form

ARTICLE 1 - Definitions

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

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

- 1.19_ CONSULTANT - A person, firm or corporation having a contract with the State to furnish services with respect to the project
- 1.20_ CONTRACT - The written agreement between the Contractor and the State of Hawaii by its Adjutant General, by which the Contractor is bound to furnish all labor, equipment, and materials and to perform the specified work within the contract time stipulated, and by which the State of Hawaii is obligated to compensate the Contractor therefore at the prices set forth therein. The contract shall include the Contract Documents and also any and all amendments and change orders which are required to complete the construction in an acceptable manner.
- 1.21_ CONTRACT COMPLETION DATE - The calendar day on which all work on the project, required by the contract, must be completed. See CONTRACT TIME and FINAL COMPLETION.
- 1.22_ CONTRACT DOCUMENTS - The Contract, Addenda (which pertain to the Contract Documents, Contractor's Proposal (including Wage Schedule, List of Subcontractors and other documentation accompanying the Bid and any post bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Notice to Proceed, the Bonds, these GENERAL CONDITIONS, the SPECIAL CONDITIONS, the Specifications and the Drawings as the same are more specifically identified in the Contract together with all written Amendments, Change Orders, Field Orders, a written order for minor changes in the work and Engineer's written interpretations and clarifications issued on or after the effective date of the Contract.
- 1.23_ CONTRACT PRICE - The amount designated on the face of the contract for the performance of work including allowances for extra if any.
- 1.24_ CONTRACT TIME (or CONTRACT DURATION) - The number of calendar (or working) days provided for completion of the contract, inclusive of authorized time extensions. The number of days shall begin running on the effective date in the Notice to Proceed. If in lieu of providing a number of calendar (or working) days, the contract requires completion by a certain date, the work shall be completed by that date.
- 1.25_ CONTRACTOR - Any individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of the work under the terms of the contract with the State of Hawaii, and acting directly or through its agents, or employees.
- 1.26_ DEPARTMENT - The Department of Defense, State of Hawaii (abbreviated DOD).
- 1.27_ DRAWINGS (or Plans) - The contract drawings in graphic or pictorial form, which show the design, location, character, dimensions and details of the Work to be done and which shall be a part of the Contract Documents.
- 1.28_ ENGINEER - The Department of Defense Engineer, or the authorized person to act in the Engineer's behalf.
- 1.29_ EQUAL OR APPROVED EQUAL - Whenever this term is used in the drawings or specifications, it shall be interpreted to mean a brand or article, prequalified in accordance with Section 6.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT, that may be used in place of the one specified.
- 1.30_ FIELD ORDER - A written order issued by the Engineer or the Engineer's authorized representative to the Contractor requiring the contract work to be performed in accordance with a change or changes in the work. A field order may (1) establish a price adjustment and/or time adjustment in an amount the Engineer believes is reasonable for the change; or (2) may declare that the Engineer does not intend to adjust contract time or price for the work; or (3) may request the Contractor to submit a proposal for an adjustment to the contract time and/or price by a certain date.
- 1.31_ FINAL COMPLETION - The date set by the Engineer that all work required by the contract and any amendments or changes thereto is in full compliance with the contract.
- 1.32_ FORCE ACCOUNT - Term used when Work is ordered to be done without prior agreements as to lump sum or unit price cost thereof and is to be billed for at cost of labor, materials and equipment, insurances, taxes, etc., plus an agreed percentage for overhead and profit.
- 1.33_ GUARANTEE - Legally enforceable assurance of the duration of satisfactory performance of quality of a product or Work
- 1.34_ GOODS - Materials. §103D-104

- 1.35_ HAZARDOUS MATERIALS - Any and all radioactive materials, asbestos, polychlorinated biphenyls, petroleum, crude oil, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, toxic substances or materials cited in Hazardous Material Laws. Abandoned motor vehicles or parts thereof are not hazardous material.
- 1.36_ HOLIDAYS - The days of each year which are set apart and established as State holidays pursuant to Chapter 8, Hawaii Revised Statutes.
- 1.37_ INSPECTOR - The person assigned by the Engineer to make detailed inspections of contract performance and materials supplied for the work.
- 1.38_ LAWS - All Federal, State, City and County Laws, ordinances, rules and regulations, and standard specifications including any amendments thereto effective as of the date of the call for sealed bids.
- 1.39_ PERFORMANCE LIQUIDATED DAMAGES - The amount prescribed in the General Conditions, Section 7.26 FAILURE TO COMPLETE THE WORK ON TIME to be paid to the State or to be deducted from any payments due or to become due the Contractor for each working day or calendar day (as applicable) delay in completing the whole or any specified portion of the work beyond the Contract Time.
- 1.40_ LETTER OF AWARD - A written notice from the Engineer to the successful bidder(s) stating that its proposal has been accepted by the State.
- 1.41_ MAJOR UNIT PRICE ITEM - A unit price item which, when extended on its estimated quantities in the proposal form, exceeds five percent (5%) of the total base bid proposal less any allowance and contingent items included in the proposal.
- 1.42_ NON-CONFORMING WORK - Work that does not fulfill the requirements of the Contract Documents.
- 1.43_ NOTICE TO CONTRACTORS - See Solicitation.
- 1.44_ NOTICE TO PROCEED - A written notice from the Contracting Officer to the Contractor advising it of the date on which it is to begin the prosecution of the Work, which date shall also be the beginning of Contract Time.
- 1.45_ POST CONTRACT DRAWINGS - Drawings issued after the award of the contract for the purpose of clarification and / or changes to the work indicated in the original drawings and which may be made a part of the contract.
- 1.46_ PROJECT ACCEPTANCE DATE - The calendar day on which the Engineer accepts the project as sufficiently completed in compliance with the contract so that the State can occupy or utilize the Work for its intended use. See SUBSTANTIAL COMPLETION.
- 1.47_ PROJECT CONTRACT LIMITS (or Contract Zone) - The portion of the site as delineated on the drawings which define the Contractor's primary area of operation for the prosecution of the work. It does not define the exact limits of all construction that may be required under the contract.
- 1.48_ PROJECT GUARANTEE - A guarantee issued by the Contractor to the State. See GUARANTEE.
- 1.49_ PROPOSAL (Bid) - See Offer (or Bid).
- 1.50_ PROPOSAL FORM - See Offer Form (or Bid Form).
- 1.51_ PUNCH LIST - A list compiled by the Engineer (or Contractor) stating work yet to be completed or corrected by the Contractor in order to substantially complete or finally complete the contract requirements.
- 1.52_ QUESTIONNAIRE - The specified forms on which the bidder shall furnish required information as to its ability to perform and finance the work.
- 1.53_ SHOP DRAWINGS - All drawings, diagrams illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 1.54_ SPECIAL CONDITIONS - Supplements or modifies the standard clauses of the GENERAL CONDITIONS setting forth conditions or requirements peculiar to the individual project under consideration, which are not thoroughly or satisfactorily covered, described or explained in these GENERAL CONDITIONS.
- 1.55_ SPECIFICATIONS - That portion of the Contract Documents consisting of written descriptions for materials, equipment, construction systems, standards, workmanship, directions, provisions and requirements that

- pertain to the method and manner of performing the work and certain administrative requirements applicable thereto.
- 1.56_ STATE - The State of Hawaii acting through its authorized representative.
- 1.57_ SUBCONTRACT - Any written agreement between the Contractor and its subcontractors which contains the conditions under which the subcontractor is to perform a portion of the work for the Contractor.
- 1.58_ SUBCONTRACTOR - An individual, partnership, firm, corporation, joint venture or other legal entity, as covered in Chapter 444, Hawaii Revised Statutes, which enters into an agreement with the Contractor to perform a portion of the work for the Contractor.
- 1.59_ SUBSTANTIAL COMPLETION - The status of the project when the Contractor has completed all the work and 1) all utilities and services are connected and working, 2) all equipment is in acceptable working condition, 3) additional activity by the Contractor to correct punch list items as described herein will not prevent or disrupt use of the work or the facility in which the work is located, and 4) the building, structure, improvement or facility can be used for its intended purpose.
- 1.60_ SUPERINTENDENT - The employee of the Contractor who is charged with the responsibility of all the Work.
- 1.61_ SURETY - The qualified individual, firm or corporation other than the Contractor, which executes a bond with and for the Contractor to insure its acceptable performance of the contract.
- 1.62_ UNUSUALLY SEVERE WEATHER - Uncommonly harsh weather including but not limited to hurricanes, tornados, tropical storms and tropical depressions, or as otherwise defined in the SPECIAL CONDITIONS.
- 1.63_ WORK - The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient for the successful completion of the project and the execution of all the duties and obligations imposed by the contract.
- 1.64_ WORKING DAY - A calendar day, exclusive of Saturdays, Sundays and State-recognized legal holidays for the month in question.
- 1.65_ OFFER (or Bid) – The executed document submitted by an Offeror in response to a solicitation request, to perform the work required by the proposed contract documents, for the price quoted and within the time allotted.
- 1.66_ OFFEROR (or BIDDER) – Any individual, partnership, firm, corporation, joint venture or other legal entity submitting directly or through a duly authorized representative or agent, an Offer for the work or construction contemplated.
- 1.67_ OFFER FORM (or BID FORM) – The form prepared by the Department on which the Offeror submits the written offer or bid. By submitting an offer or bid, the Offeror adopt the language on the form as its own.
- 1.68_ PROJECT START DATE – The date established in the Notice to Proceed when the Contractor shall begin prosecution of the work and the start of contract time.
- 1.69_ SOLICITATION – An Invitation to Bid or Request for Proposals or any other document issued by the Department to solicit bids or offers to perform a contract. The solicitation may indicate the time and place to receive the bids or offers and the location, nature and character of the work, construction or materials to be provided.

ABBREVIATIONS

HAR	Hawaii Administrative Rules
HRS	Hawaii Revised Statutes
VECP	Value Engineering cost Proposal
DOTAX	State Department of Taxation
IRS	Internal Revenue Service

BIDDING AND EXECUTION OF CONTRACT REQUIREMENTS

ARTICLE 2 - Proposal Requirements and Conditions

- 2.1 QUALIFICATION OF BIDDERS**
Prospective bidders must be capable of performing the

work for which bids are invited, and must be capable of entering into a public contract of \$25,000 or more.

2.1.1 Notice of Intention to Bid

2.1.1.1 In accordance with Section 103D-310, Hawaii Revised Statutes, and Section 3-122-111, Hawaii Administrative Rules, a written notice of intention to bid need not be filed for construction of any public building or public work. A written notice of intention to bid need not be filed for mere furnishing and installing of furniture, equipment, appliances, material and any combination of these items when a Contractor's license is not required under Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board.

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

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

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

the Bidder's proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the Bidder after it has served its purpose.

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

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

2.1.2 Compliance Certificate § 103D -310(c) HRS)

2.1.2.1 Contractors are required to provide proof of compliance in order to receive a contract of \$25,000 or more. To meet this requirement, Offerors may apply and register at the "Hawaii Compliance Express" website: <http://vendors.hawaii.gov/hce/splash/welcome/html>

2.1.2.2 Tax clearances may be obtained by completing the Tax Clearance Application (Form A-6) and submitting it to the Hawaii State Department of Taxation (DOTAX) or the Internal Revenue Service (IRS). The application may be obtained from the DOTAX, or the IRS. The application may be mailed in or walked in to either the DOTAX or the IRS. Both tax agencies encourage the use of their mail-in process, which should be completed within twenty-one (21) calendar days. Tax clearance certificates will be issued to the applicant upon determination that the applicant has filed all tax returns due, and has paid all amounts owing on such returns, including penalty and interest.

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

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

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

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

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

2.1.2.8 Various combinations of tax clearance certificates and "special letters" are acceptable for this purpose as follows: Tax clearance certificate signed by both tax agencies;

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

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

2.2 INTERPRETATION OF QUANTITIES IN BID SCHEDULE

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

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

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

2.3 CONTENTS OF PROPOSAL FORMS

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

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

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

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

2.4 THE SITE AND PROPOSED CONTRACT DOCUMENTS

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

2.5 ADDENDA AND BID CLARIFICATIONS

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

2.5.2 The Department may alter, increase or decrease the scope of the work or the contract time, provisions and

conditions by issuing a written addendum which sets forth such alterations, increase or decrease.

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

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

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

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

2.6 SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING

2.6.1 Brand names of materials or equipment are specified or shown on the drawings to indicate a quality, style, appearance or performance and not to limit competition. The Bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualifications of such proposed alternate brands shall be submitted in writing and addressed to the Engineer. The face of the envelope containing the request must be clearly marked "SUBSTITUTION REQUEST". The request may be hand carried to the Department of Defense, State of Hawaii, 3949 Diamond Head Road, Honolulu, HI 96816-4495, or mailed. In either case, the written request must be received no later than the time and date specified in the NOTICE TO BIDDERS. The written request will be time stamped by the Department. For the purpose of this section, the time designated by the time stamping device in the Engineering Office shall be official. If the written request is hand carried, the bearer is responsible to ensure that the request is time stamped by the Engineering Office.

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

2.6.3 Statement of Variances - The statement of variances must list all features of the proposed

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

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

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

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

2.7 PREPARATION OF PROPOSAL

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

2.7.2 If the proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership the name and post office address of each member of the partnership must be shown and the proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with the State. If made by a corporation the proposal must show the name, titles, and business address of the president, secretary and treasurer and also evidence in the form of a corporate resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with the State. If made by a joint venture the name and post office address of each member of the individual firm, partnership or corporation

comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with the State.

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

2.8 BID SECURITY §3-122-223(d) HAR

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

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

2.8.1.2 Legal Tender; or

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

- (a) These instruments may be utilized only to a maximum of \$100,000.
- (b) If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- (c) **CAUTION** - Bidders are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face value

sufficient to cover the maximum penalty amount in addition to the proposal guaranty requirement. If the certificate is made out to two names, the certificate must be assigned unconditionally to the Department of Defense.

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

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

2.8.4 If the Bidder is a joint -venture, all parties to the joint venture must sign the bond; provided, that one party to the joint-venture may sign on behalf of the joint-venture if evidence in the form of a joint-venture agreement or power of attorney, is submitted showing the authority of the signatory to sign the bond on behalf of the joint-venture.

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

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

2.9 DELIVERY OF PROPOSALS - The entire proposal shall be placed together with the bid security, in a sealed envelope so marked as to indicate the identity of the project, the project number, the date of bid opening and the name and address of the bidder and then delivered as indicated in the Notice to Contractors. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must be in the hands of the official by the time indicated. The words "SEALED BID" must be clearly written or typed on the face of the sealed envelope containing the proposal and bid security.

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

2.10.1 Withdrawal of Proposals:

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

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

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

2.10.2 Modification of Proposals:

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

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

2.11 PUBLIC OPENING OF PROPOSALS - Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders, their authorized agents and other interested parties are invited to be present.

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

2.12.1 Non-compliance with Section 2.1
QUALIFICATION OF BIDDERS.

2.12.2 Evidence of collusion among bidders.

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

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

2.12.5 Lack of proper equipment and/or sufficient experience to perform the work contemplated, as revealed

by the Standard Questionnaire and Financial Statement for Bidders.

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

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

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

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

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

2.13 PROTEST

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

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

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

2.13.4 In addition to any other relief, when a protest is sustained and the protestor should have been awarded the contract under the solicitation but is not, then the protestor shall be entitled to the actual costs reasonably incurred in connection with the solicitation, including bid or proposal preparation costs but not attorney's fees.

ARTICLE 3 - Award and Execution of Contract

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

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

3.2.1 If the proposal is unsigned.

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

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

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

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

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

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

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

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

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

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

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

3.3.1.2 If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Bidder shall request correction by submitting proof of evidentiary value which demonstrates that a mistake was made. The Engineer 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.

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

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

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

3.4 AWARD OF CONTRACT

3.4.1 The award of contract, if it be awarded, will be made within ninety (90) consecutive calendar days after the opening of the proposals to the lowest responsible and responsive Bidder (including the alternate or alternates which may be selected by the Engineer in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the proposal, that its bid has been accepted and that it has been awarded the contract.

3.4.2 If the contract is not awarded within the ninety (90) days noted in paragraph 3.4.1 above, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.

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

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

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

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

3.7 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

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

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

3.7.1.3 A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings

institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

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

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

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

3.8 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

3.9 EXECUTION OF THE CONTRACT

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

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

3.10 FAILURE TO EXECUTE THE CONTRACT

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

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

3.10.3 Engineer's Options - Upon a withdrawal of the lowest responsive bid, or upon a refusal or failure of the lowest Bidder to execute the contract, the Engineer may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the Engineer may deem to be in the best interests of the State.

3.11 NOTICE TO PROCEED

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

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

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

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

GENERAL CONDITIONS

ARTICLE 4 - Scope of Work

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

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

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

4.2.2 Oral Orders

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

the filing of any claim by the Contractor. Unless the Contractor acts in accordance with this procedure, any such oral order shall not be treated as a change for which the Contractor may make a claim for an increase in the contract time or contract price related to such work.

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

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

4.2.4 Change Orders

4.2.4.1 The Department will issue sequentially numbered Change Orders at times it deems appropriate during the contract period. A Change Order may contain the adjustment in contract price and / or time for a number of Field Orders. The Change Order will be issued in the format attached (refer to the Appendix). No payment for any change will be made until the change order is issued.

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

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

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

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

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

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

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

4.3 DUTY OF CONTRACTOR TO PROVIDE PROPOSAL FOR CHANGES

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

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

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

performance liquidated damages will be assessed in accordance with Section 7.26 FAILURE TO COMPLETE THE WORK ON TIME.

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

4.4 PRICE ADJUSTMENT HRS 103D-501

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

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

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

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

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

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

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

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

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

4.4.1.7 In such other manner as the parties may mutually agree;

4.4.1.8 At the sole option of the Engineer, by the costs attributable to the event or situation covered by the change, plus appropriate profit or fee, all as specified in Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT and the force account provision of Section 8.3 PAYMENT FOR ADDITIONAL WORK; or

4.4.1.9 In the absence of an agreement between the two parties, by a unilateral determination by the Engineer of the reasonable and necessary costs attributable to the event or situation covered by the change, plus appropriate profit or fee, all as computed by the Engineer in accordance with applicable sections of Chapters 3-123 and 3-126 of the Hawaii Administrative Rules and Regulations, and Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT.

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

4.5 ALLOWANCES FOR OVERHEAD AND PROFIT HRS103D-501

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

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

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

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

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

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

4.6 PAYMENT FOR DELETED MATERIAL

4.6.1 Cancelled Orders - If acceptable material was ordered by the Contractor for any item deleted by an ordered change in the work prior to the date of notification of such deletion by the Engineer, the Contractor shall use its best efforts to cancel the order. The Department shall pay reasonable cancellation charges required by the supplier excluding any markup for overhead and profit to the Contractor.

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

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

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

4.7.1 Where the quantity of a major unit price item in this contract is estimated on the proposal form and where

the actual quantity of such pay item varies more than fifteen percent (15%) above or below the estimated quantity stated in this contract, an adjustment in the contract price shall be made upon demand of either party.

The adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. The adjustment shall be subject to Section 4.4 PRICE ADJUSTMENT and Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. If the quantity variation is such as to cause an increase in the time necessary for completion, the Engineer shall, upon receipt of a written request for an extension of time within thirty (30) days of the item's completion, ascertain the facts and make such adjustment to the completion date as the Engineer finds justified.

4.8 VARIATIONS IN BOTTOM ELEVATIONS

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

4.9 DIFFERING SITE CONDITIONS

§3-125-11 HAR

4.9.1 During the progress of the work, if the Contractor encounters conditions at the site differing materially from those shown in the drawings and specifications, Contractor shall promptly, and before any such conditions are disturbed or damaged (except in an emergency as required by subsection 7.17.8), notify the Engineer in writing of:

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

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

4.9.2 After receipt of written notice, the Engineer shall promptly investigate the site, and if it is found that such conditions do materially differ and cause an increase in the Contractor's cost of, or the time required to, perform any part of the Work, whether or not changed as a result

of such conditions, an adjustment shall be made and the contract modified accordingly. Any adjustment in contract price made pursuant to this Section 4.9 shall be determined in accordance with Sections 4.4 PRICE ADJUSTMENT and 7.25 DISPUTES AND CLAIMS.

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

4.10 UTILITIES AND SERVICES

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

4.10.1.1 Reviewing and checking all such information and data,

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

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

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

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

4.10.3 If the Engineer determines a change in the Contract Documents is required, a Field Order or Change Order will be issued. Upon issuance of a duly authorized Field Order or Change Order regarding the disposition of a newly discovered utility, Contractor shall be responsible for damages to the utility, including any damage claims due to the disruption of service caused by the utility being damaged.

4.10.4 Restoration of Damaged Utilities - The Contractor shall repair and restore to pre-damaged

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

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

ARTICLE 5 - Control of Work

5.1 AUTHORITY OF THE ENGINEER

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

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

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

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

5.2 AUTHORITY OF THE INSPECTOR

5.2.1 The Inspector shall observe and inspect the contract performance and materials. The Inspector does

not have any authority vested in the Engineer unless specifically delegated in writing.

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

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

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

5.4 SHOP DRAWINGS AND OTHER SUBMITTALS

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

5.4.1.1 Shop Drawings

(1) The Contractor shall prepare, and thoroughly check, approve, all shop drawings, including those prepared by subcontractors or any other persons. The Contractor shall indicate its approval by stamping and signing each drawing. Any shop drawing submitted without being reviewed, stamped and signed will be considered as not having been submitted, and any delay caused thereby shall be the Contractor's responsibility.

(2) Shop drawings shall indicate in detail all parts of an item of work, including erection and setting instructions and engagements with work of other trades or other separate contractors. Shop drawings for structural steel, millwork and pre-cast concrete shall consist of calculations, fabrication details, erection drawings and other working drawings, as necessary, to show the details, dimensions, sizes of members, anchor bolt plans, insert locations and other information necessary for the complete fabrication and erection of the structure to be constructed.

(3) All shop drawings as required by the contract, or as determined by the Engineer to be necessary to illustrate details of the Work shall be submitted to the Engineer with such promptness as to cause no delay in the work or in that of any other Contractor. Delay caused by the failure of the Contractor to submit shop drawings on a

timely basis to allow for review, possible resubmittal and acceptance will not be considered as a justifiable reason for a contract time extension. Contractor, at its own risk, may proceed with the work affected by the shop drawings before receiving acceptance; however the Department shall not be liable for any costs or time required for the correction of work done without the benefit of accepted shop drawings.

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

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

- (1) Date of Submission
- (2) Name of Project
- (3) Project Number
- (4) Location of Project
- (5) Name of submitting Contractor and Subcontractor
- (6) Revision Number

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

5.4.1.4 Descriptive Sheets and Other Submittals - When a submittal is required by the contract, the Contractor shall submit to the Engineer eight (8) complete sets of descriptive sheets such as shop drawings, brochures, catalogs, illustrations, calculation, material safety data sheets (MSDS), certificates, reports, warranty, etc., which will completely describe the material, product, equipment,

furniture or appliances to be used in the project as shown in the drawings and specifications and how it will be integrated into adjoining construction. When submittals are specified to be submitted under Web Based Construction Management System, the number of complete sets will be as specified or as directed by the Engineer. Prior to the submittal, the Contractor shall review and check all submittal sheets for conformity to the contract requirements and indicate such conformity by marking or stamping and signing each sheet. Where descriptive sheets include materials, systems, options, accessories, etc. that do not apply to this contract, non-relevant items shall be crossed out so that all remaining information will be considered applicable to this contract. It is the responsibility of the Contractor to submit descriptive sheets for review and acceptance by the Engineer as required at the earliest possible date after the date of award in order to meet the construction schedule. Delays caused by the failure of the Contractor to submit descriptive sheets as required will not be considered as justifiable reasons for contract time extension.

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

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

5.4.2 Submittal Variances - The Contractor shall include with the submittal, written notification clearly identifying all deviations or variances from the contract drawings, specifications and other Contract Documents. The notice shall be in a written form separate from the submittal. The variances shall also be clearly indicated on the shop drawing, descriptive sheet, material sample or color sample. Failure to so notify of and identify such variances shall be grounds for the subsequent rejection of the related work or materials, notwithstanding that the submittal was accepted by the Engineer. If the variances are not acceptable to the Engineer, the Contractor will be

required to furnish the item as specified or indicated on the contract documents at no additional cost or time.

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

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

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

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

5.5 COORDINATION OF CONTRACT DOCUMENTS - It is the intent of the Contract Documents to describe a functionally complete Project (or

part thereof) to be constructed in accordance with the Contract Documents. The Contract Documents are complementary: any requirement occurring in one document is as binding as though occurring in all. In the event of conflict or discrepancy the priorities stated in the following subparagraphs shall govern:

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

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

5.5.3 Specifications shall govern over drawings.

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

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

5.5.5 Drawings:

5.5.5.1 Schedules shall govern over all other notes and drawings.

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

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

5.5.5.4 Larger scale drawings shall govern over smaller scale drawings.

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

5.5.5.6 In cases of discrepancies in the figures or drawings, the discrepancies shall be immediately referred to the Engineer without whose decision said discrepancy shall not be corrected by the Contractor save at its own risk and in the settlement of any complications arising

from such adjustment without the knowledge and consent of the Engineer, the Contractor shall bear all extra expense involved.

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

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

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

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

5.7 EXAMINATION OF DRAWINGS, SPECIFICATIONS, PROJECT SITE

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

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

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

5.7.2 When the Contract Drawings include a log of test borings showing a record of the data obtained by the Department's investigation of subsurface conditions, said log represents only the opinion of the Department as to the character of material encountered in its test borings and at only the location of each boring. The Contractor acknowledges that underground site conditions in Hawaii vary widely. There is no warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work or any part of it, or that other conditions may not occur.

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

5.8 COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT

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

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

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

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

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

5.8.3 Engineering Work - The Contractor shall properly and accurately lay out the work, perform all engineering work, and furnish all engineering materials and equipment required to establish and maintain all lines, grades, dimensions and elevations called for in the

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

5.8.3.1 The Engineer shall furnish the requisite bench elevations.

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

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

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

5.8.4 Use of Structure or Improvement - The Department shall have the right, at any time during construction of the structure or improvements, to enter same for the purpose of installing by government labor or by any other Contractor or utility any necessary work in connection with the installation of facilities, it being mutually understood and agreed, however, that the Contractors, utilities and the Department will, so far as possible work to the mutual advantage of all, where their several works in the above mentioned or in unforeseen instances touch upon or interfere with each other.

As a convenience to those involved, the Engineer shall allocate the work and designate the sequence of construction in case of controversy between Contractors on separate projects under State jurisdiction.

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

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

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

5.9 INSPECTION - The Engineer, the Department's consultants, Inspectors employed by the Department and other representatives duly authorized by the Department shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining at any time that the materials and the workmanship are in accordance with the requirements and intentions of the contract. All work done and all materials furnished shall be subject to inspection and acceptance.

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

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

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

5.9.4 Federal Agency Inspection - Projects financed in whole or in part with Federal funds shall be subject to

inspection and corrective requirements at all times by the Federal Agency involved at no cost to the State.

5.10 REMOVAL OF DEFECTIVE, NON-CONFORMING AND UNAUTHORIZED WORK

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

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

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

5.11 VALUE ENGINEERING INCENTIVE

§3-132 HAR amended by Act 149 SLH 1999 - On projects with contract amounts in excess of \$250,000, the following Value Engineering Incentive Clause shall apply to allow the Contractor to share in cost savings that ensue from cost reduction proposals it submits.

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

5.11.2 Value Engineering Change Proposal - All VECP must:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.11.6.1 Design calculations;

5.11.6.2 The design criteria used; and

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

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

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

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

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

both pertinent to the proposal as accepted in any manner and for any purpose whatsoever and have others so do.”

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

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

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

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

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

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

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

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

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

5.12.1.2 Becomes insolvent; or

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

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

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

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

5.12.2 Notice of Replacing Subcontractor – The contractor shall provide a written notice to the Contracting Officer when it wishes to replace a subcontractor, including in the notice, the reasons for replacement. The contractor agrees to defend, hold harmless and indemnify the State against all claims, liabilities, or damages whatsoever, including attorneys fees arising out of or related to the replacement of a subcontractor. The contractor may not replace the subcontractor until the Contracting Officer approves of the replacement.

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

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

ARTICLE 6 - Control of Materials and Equipment

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

6.2 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

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

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

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

6.2.4 Unacceptable Materials - In the event material(s) are found to be unacceptable, the Contractor shall cease their use, remove the unacceptable material(s) that have already been installed or applied, and furnish acceptable materials all at no additional cost to the State. No material which is in any way unfit for use shall be used.

6.3 SUBSTITUTION AFTER CONTRACT AWARD

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

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

6.3.2 Substitution After Contract Award - Subject to the Contracting Officer's determination; material,

equipment, article or system with a variant feature(s) may be allowed as a substitution, provided it is in the State's best interest. The State may deny a substitution; and if a substitution is denied, the contractor is not entitled to any additional compensation or time extension.

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

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

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

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

6.3.3 A substitution request after Contract Award shall be fully explained in writing. Contractor shall provide brochures showing that the substitute material and / or equipment is equal or better in essential features and also provide a matrix showing comparison of the essential features. Contractor shall justify its request and include quantities and unit prices involved, respective supplier's price quotations and such other documents necessary to fully support the request. Any savings in cost will be credited to the Department. Contractor shall absorb any additional cost for the substitute item(s) or for its

installation. Submitting a substitution request, does not imply that substitutions, for brand name specified materials and equipment, will be allowed. The Engineer may reject and deny any request deemed irregular or not in the best interest of the Department. A request for substitution shall not in any way be grounds for an extension of contract time. At the discretion of the Engineer, a time extension may be granted for an approved substitution.

6.4 ASBESTOS CONTAINING MATERIALS -

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

6.5 TEST SAMPLES

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

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

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

6.6 MATERIAL SAMPLES

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

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

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

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

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

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

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

covered to protect it from the weather and damage. Stored materials shall be located to allow prompt inspection.

6.10 PROPERTY RIGHTS IN MATERIALS -

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

6.11 ASSIGNMENT OF ANTITRUST CLAIMS FOR OVERCHARGES FOR GOODS PURCHASED

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

ARTICLE 7 - Prosecution and Progress (Including Legal Relations and Responsibility)

7.1 PROSECUTION OF THE WORK

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

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

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

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

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

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

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

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

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

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

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

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

7.2.4 Schedule of Prices to be accepted for the agreed Monthly Payment Application. Unless the proposal provides unit price bids on all items in this project, the successful Bidder will be required, after the award of contract, to submit a schedule of prices for the various items of construction included in the contract. For projects involving more than a single building and / or facility, the breakdown cost shall reflect a separate schedule of prices for the various items of work for each building and/or facility. The sum of the prices submitted for the various items must equal the lump sum bid in the

Bidder's proposal. This schedule will be subject to acceptance by the Engineer who may reject same and require the bidder to submit another or several other schedules if in the Engineer's opinion the prices are unbalanced or not sufficiently detailed. This schedule of prices shall be used for the purpose of determining the value of monthly payments due the Contractor for work installed complete in place; and may be used as the basis for determining cost and credit of added or deleted items of work, respectively.

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

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

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

7.3 INSURANCE REQUIREMENTS

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

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

7.3.3 Certificate(s) of Insurance acceptable to the State shall be filed with the Engineer prior to commencement of the work. Certificates shall identify if the insurance company is a "captive" insurance company or a "Non-Admitted" carrier to the State of Hawaii. The best's rating must be stated for the "Non-Admitted" carrier. Certificates shall contain a provision that coverage's being certified will not be cancelled or materially changes

without giving the Engineer at least thirty (30) days prior written notice. If the State is to be an Additional Insured on any of the required insurance, it shall be so noted on the certificate. Should any policy be canceled before final acceptance of the work by the State, and the Contractor fails to immediately procure replacement insurance as specified, the State, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due to the Contractor.

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

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

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

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

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

7.3.7.2 General Liability - The Contractor shall obtain General Liability insurance with a limit of not less than

\$2,000,000 per occurrence and in the Aggregates. The General liability insurance shall include the State as an Additional Insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Refer to SPECIAL CONDITIONS for any additional requirements.

7.3.7.3 Auto Liability - The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$1,000,000 per occurrence. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Refer to SPECIAL CONDITIONS for any additional requirements.

7.3.7.4 Property Insurance (Builders Risk)

- (1) New Building(s) - The Contractor shall obtain Property Insurance covering building(s) being constructed under this Contract. The limit shall be equal to the completed value of the building(s) and shall insure against all-loss excluding earthquakes and floods. The coverage shall be provided by a company authorized to write insurance in the State of Hawaii as an insurer.
- (2) Building Renovation and / or Installation Contract - The Contractor shall obtain Property Insurance with a limit equal to the completed value of the work or property being installed and shall insure against all-loss excluding earthquakes and floods. The coverage shall be provided by a company authorized to write insurance in the State of Hawaii as an insurer. Refer to SPECIAL CONDITIONS for any additional requirements.
- (3) The Contractor is not required to obtain property insurance for contracts limited to site development

7.4 PERMITS AND LICENSES

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

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

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

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

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

7.6.1 No laborer or mechanic employed on the job site of any public work of the Department or any political sub-division thereof shall be permitted or required to work on Saturday, Sunday or a legal holiday of the State or in excess of eight hours on any other day unless the laborer or mechanic receives overtime compensation for all hours worked on Saturday, Sunday and a legal holiday of the State or in excess of eight hours on any other day. For the purposes of determining overtime compensation under this Section 7.6, the basic hourly rate of any laborer or mechanic shall not be less than the basic hourly rate determined by the Department of Labor and Industrial Relations to be the prevailing basic hourly rate for corresponding classes of laborers and mechanics on projects of similar character in the Department.

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

7.7 PREVAILING WAGES - (§ 104-2 HRS)

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

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

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

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

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

7.8 FAILURE TO PAY REQUIRED WAGES (§ 104-4, HRS) - If the Department finds that any laborer or mechanic employed on the job site by the Contractor or any subcontractor has been or is being paid wages at a rate less than the required rate by the contract, or has not received their full overtime compensation, the Department may, by written notice to the Contractor, terminate its right, or the right of any subcontractor, to proceed with the work or with the part of the work on

which the required wages or overtime compensation have not been paid and may complete such work or part by contract or otherwise, and the Contractor and its sureties shall be liable to the Department for any excess costs occasioned thereby.

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

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

7.9.2 Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the General Contractor and its subcontractors, if any, during the course of the work and preserved for a period of four (4) years thereafter. Such records shall contain the name of each employee, their correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. Such records shall be made available for inspection at a place designated by the Engineer, the Director of Labor and any authorized persons who may also interview employees during working hours on the job site.

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

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

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

7.9A.2 Monthly certification shall be made by completing the *Monthly Report of Contractor's Participation – Form 2* made available by the State Department of Labor and Industrial Relations, the original to be signed by the respective apprenticeship program sponsors authorized official, and submitted by the

Contractor to the Engineer with its monthly payment requests. The *Monthly Report of Contractor's Participation – Form 2* is available on the DLIR website at: <http://hawaii.gov/labor/wdd>.

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

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

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

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

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

7.10 OVERTIME AND NIGHT WORK

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

7.10.2 Overtime Notification - Contractor shall notify the Engineer in writing at least two (2) working days prior to doing overtime and night work, to insure proper inspection will be available. The notification shall address the specific work to be done. A notification is not required when overtime work and night work are included as normal working hours in the contract and in the contractor's construction schedule.

7.10.3 In the event that work other than that contained in the above notification is performed and for which the Engineer determines State inspection services were

necessary but not available because of the lack of notification, the Contractor may be required to remove all such work and perform the work over again in the presence of State inspection personnel.

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

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

7.11 OVERTIME AND NIGHT PAYMENT FOR STATE INSPECTION SERVICE

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

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

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

7.11.2.2 The transportation cost incurred by the Department's staff and inspection personnel which are based on established rental rates or mileage allowance in use by the Department for the particular equipment or vehicle.

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

7.11.3 Payment for Inspection Services - The monies due the Department for staff and inspection work and use

of vehicles and equipment as determined in subsection 7.11.2 shall be deducted from the monies due or to become due the Contractor. In any and all events, the Contractor shall not pay the Department's employees directly.

7.12 LIMITATIONS OF OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.14 LAWS TO BE OBSERVED

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

7.14.2 The Contractor shall defend, protect, hold harmless and indemnify the State and its Departments and Agencies and all their officers, representatives, employees

or agents against any claim or liability arising from or based on the violation of any such laws, ordinances, rules and regulations, orders or decrees, whether such violation is committed by the Contractor or its Subcontractor(s) or any employee of either or both. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Contractor shall forthwith report the same to the Engineer in writing.

7.14.3 While the Contractor must comply with all applicable laws, attention is directed to: Wage and Hours of Employees on Public Works, Chapter 104, Hawaii Revised Statutes (HRS); Hawaii Public Procurement Code, Authority to debar or suspend, Section 103D-702, HRS; Hawaii Employment Relations Act, Chapter 377, HRS; Hawaii Employment Security Law, Chapter 383, HRS; Worker's Compensation Law, Chapter 386, HRS; Wage and Hour Law, Chapter 387, HRS; Occupational Safety and Health, Chapter 396, HRS; and Authority to Debar or Suspend, Chapter 126, subchapter 2, Hawaii Administrative Rules (HAR).

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

7.16 SANITARY, HEALTH AND SAFETY PROVISIONS

7.16.1 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Boards of Health, or other bodies or tribunals having jurisdiction. Unless otherwise stated in the drawings or specifications, the Contractor shall install toilet facilities conveniently located at the job site and maintain same in a neat and sanitary condition for the use of the employees on the job site for the duration of the contract. The toilet facilities shall conform to the requirements of the State Department of Health. The cost of installing, maintaining and

removing the toilet facilities shall be considered incidental to and paid for under various contract pay items for work or under the lump sum bids as the case may be, and no additional compensation will be made therefore. These requirements shall not modify or abrogate in any way the requirements or regulations of the State Department of Health.

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

7.17 PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

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

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

7.17.4 All damage, injury or loss to any property referred to in paragraphs 7.17.1.2 and 7.17.1.3 caused by the fault or negligence or damage or loss attributable to acts or omissions directly or indirectly in whole or part by the Contractor a subcontractor or any one directly or

indirectly employed by them, or by anyone for whose acts they might be liable, shall be remedied promptly by the Contractor.

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

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

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

7.17.8 Emergencies - In an emergency affecting the safety and protection of persons or the Work or property at the site or adjacent thereto, Contractor without special instructions or authorization from the Engineer, shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Contractor shall give the Engineer prompt written notice of the emergency and actions taken. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined under the provisions of Section 7.25 DISPUTES AND CLAIMS.

7.18 ARCHAEOLOGICAL SITES

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

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

shall remove the fencing upon completion of construction, or as directed by the Engineer.

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

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

7.19 RESPONSIBILITY FOR DAMAGE CLAIMS; INDEMNITY

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

7.19.2 The Contractor agrees that it will not attempt to hold the State and its Departments and Agencies and their officers, representatives, employees or agents, liable or responsible for any losses or damages to third parties from the action of the elements, the nature of the work to be done under these GENERAL CONDITIONS or from any unforeseen obstructions, acts of God, vandalism, fires or encumbrances which may be encountered in the prosecution of the work.

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

Contractor under this contract considered necessary by the Engineer to cover such just claims until satisfactory proof of payment or the establishment of a payment plan is presented.

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

7.20 CHARACTER OF WORKERS OR EQUIPMENT

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

7.20.2 Character and Proficiency of Workers - All workers shall possess the proper license and / or certification, job classification, skill and experience necessary to properly perform the work assigned to them.

All workmen engaged in special work or skilled work such as bituminous courses or mixtures, concrete pavement or structures, electrical installation, plumbing installation, or in any trade shall have sufficient experience in such work and in the operation of the equipment required to properly and satisfactorily perform all work. All workers shall make due and proper effort to execute the work in the manner prescribed in these GENERAL CONDITIONS, otherwise, the Engineer may take action as prescribed herein.

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

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

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

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

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

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

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

7.21 CONTRACT TIME

7.21.1 Time is of the essence for this contract.

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

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

7.21.3.1 Extensions - For increases in the scope for work caused by alterations and additional work made under Section 4.2 CHANGES, the Contractor will be granted a time extension only if the changes increase the time of performance for the Contract. If the Contractor believes that an extension of time is justified and is not adequately

provided for in a Field Order, it must request the additional time sought in writing when the detailed cost breakdown required by Section 4.2 CHANGES, is submitted. The Contractor must show how the time of performance for the critical path will be affected and must also support the time extension request with schedules and statements from its subcontractors, suppliers, and/or manufacturers. Compensation for any altered or additional work will be paid as provided in Section 4.2 CHANGES.

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

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

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

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

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

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

(a) State specifically the reason or reasons for the delay and fully explain in a detailed chronology the effect of this delay to the work and/or the completion date.

(b) Submit copies of purchase order, delivery tag, and any other pertinent documentation to support the time extension request.

(c) Cite the period of delay and the time extension requested.

(d) A statement either that the above circumstances have been cleared and normal working conditions restored as of a certain day or that the above circumstances will continue to prevent completion of the project.

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

7.21.6 Delays in Delivery of Materials - For delays in delivery of materials and / or equipment which occur as a result of unforeseeable causes beyond the control and without fault or negligence of both the Contractor, its subcontractor(s) or supplier(s), the Contractor may be granted an extension of time provided that it complies with the following procedures.

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

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

(a) State specifically the reason or reasons for the delay. Explain in a detailed chronology the effect of this delay to the other work and / or the completion date.

(b) Submit copies of purchase order(s), factory invoice(s), bill(s) of lading, shipping manifest(s), delivery tag(s) and any other pertinent correspondence to support the time extension request.

(c) Cite the start and end date of the delay and the days requested therefore. The delay shall not exceed the difference between the originally scheduled delivery date versus the actual delivery date.

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

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

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

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

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

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

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

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

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

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

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

7.22 CONSTRUCTION SCHEDULE

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

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

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

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

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

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

7.24 SUSPENSION OF WORK §3-125-7 HAR

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

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

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

7.24.1.3 Failure of the Contractor to:

(1) Correct conditions unsafe for the general public or for the workers;

(2) Carry out orders given by the Engineer;

(3) Perform the work in strict compliance with the provisions of the contract; or

(4) Provide a qualified Superintendent on the jobsite as described under Section 5.8 COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT.

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

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

7.24.1.6 The convenience of the State.

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

7.24.3 Payment §3-125-7 HAR

7.24.3.1 In the event that the Contractor is ordered by the Engineer in writing as provided herein to suspend all work under the contract in accordance with paragraphs 7.24.1.4 or 7.24.1.6, the Contractor may be reimbursed for actual direct costs incurred on work at the jobsite, as authorized in writing by the Engineer, including costs expended for the protection of the work. Payment for equipment which must standby during such suspension of work shall be made as described in clause 8.3.4.5. (e). No payment will be made for profit on any suspension costs. An allowance of five percent (5%) will be paid on any reimbursed actual costs for indirect categories of delay costs, including extended branch and home-office overhead and delay impact costs.

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

(a) To the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or

(b) For which an adjustment is provided for or excluded under any other provision of this Contract.

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

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

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

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

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

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

7.25 DISPUTES AND CLAIMS §3-126-31 HAR

7.25.1 Required Notification - As a condition precedent for any claim, the Contractor must give notice in writing to the Engineer in the manner and within the time periods stated in Section 4.2 CHANGES for claims for extra compensation, damages, or an extension of time due for one or more of the following reasons:

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

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

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

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

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

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

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

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

7.25.4.1 Date of the protested order, decision or action;

7.25.4.2 The nature and circumstances which caused the claim;

7.25.4.3 The contract provision that support the claim;

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

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

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

7.25.6 Final Statement for Claim - The Contractor shall provide a final written statement of the actual adjustment in contract price and/or contract time requested for each notice of claim. Such statement shall clearly set forth that it is the final statement for that notice of claim. All such final statements shall be submitted within thirty (30) days after completion of the work that is the subject of the claim, but in no event no later than thirty (30) days after

the Project Acceptance Date or the date of termination of the Contractor, whichever comes first.

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

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

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

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

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

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

the parties, then the contractor may proceed as if an adverse decision had been received. Both parties to this contract agree that the period of up to 30 days to appeal the Contracting Officer's decision to the Adjutant General shall not be included in the 90 day period to issue a final decision.

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

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

7.26 FAILURE TO COMPLETE THE WORK ON TIME

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

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

7.26.1.2 If the Contractor fails to correct Punch list deficiencies as required by Section 7.32 PROJECT ACCEPTANCE DATE, the State will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Department based upon the amount stated in the Offer Form. Liquidated damages shall accrue for all days after the Contract Completion Date or any extension thereof until the date the Punchlist items are corrected and accepted by the Engineer.

7.26.1.3 If the Contractor fails to submit final documents as required by Section 7.33 FINAL SETTLEMENT OF THE CONTRACT, the State will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Department based upon the amount stated in the Offer Form. Liquidated damages shall accrue for all days after the Contract Completion Date or any extension thereof, until the date the final documents are received by the Engineer.

7.26.1.4 The Engineer shall assess the total amount of liquidated damages in accordance with the amount stated in the Offer Form and provide written notice of such assessment to the Contractor.

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

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

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

7.27.1 Default - If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this contract, or any extension thereof, fails to complete the work within such time, or commits any other material breach of this contract, and further fails within seven (7) days after receipt of written notice from the Engineer to commence and continue correction of the refusal or failure with diligence and promptness, the Engineer may, by written notice to the Contractor, declare the Contractor in breach and terminate the Contractor's right to proceed with the work or the part of the work as to which there has been delay or other breach of contract.

In such event, the Department may take over the work and perform the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, the materials, appliances, and plant as may be on the site of the work and necessary therefore.

Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's sureties shall be liable for any damage to the Department resulting from the Contractor's refusal or failure to complete the work within the specified time.

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

7.27.3 Costs and Charges

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

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

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

7.28 TERMINATION FOR CONVENIENCE

§3-125-22 HAR

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

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

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

7.28.3.1 Any completed work; and

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

7.28.3.3 The Contractor shall protect and preserve all property in the possession of the Contractor in which the State has an interest. If the Engineer does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction material for the Department's account in accordance with the standards of section 490:2-706, HRS.

7.28.4 Compensation

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

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

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

(a) The cost of all contract work performed prior to the effective date of the notice of termination work plus a five percent (5%) markup on the actual direct costs, including amounts paid to subcontractor, less amounts previously paid or to be paid for completed portions of such work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss. No anticipated profit or consequential damage will be due or paid.

(b) Subcontractors shall be paid a markup of ten percent (10%) on their direct job costs incurred to the date of termination. No anticipated profit or consequential damage will be due or paid to any subcontractor. These costs must not include payments made to the Contractor for subcontract work during the contract period.

(c) In any case, the total sum to be paid the Contractor shall not exceed the total contract price reduced by the amount of any sales of construction supplies, and construction materials.

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

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

7.30 FINAL CLEANING - Before final inspection of the work, the Contractor shall clean all ground occupied by the Contractor in connection with the Work of all rubbish, excess materials, temporary structures and equipment, and all parts of the work must be left in a neat and presentable condition to the satisfaction of the Engineer. However, the Contractor shall not remove any

warning and directional signs prior to the formal acceptance by the Engineer. Full compensation for final cleaning will be included in the prices paid for the various items of work or lump sum bid, as the case may be, and no separate payment will be made therefore.

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

7.31.1 Substantial Completion:

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

(a) When in compliance with the above requirements, the Contractor shall notify the Engineer in writing that project is Substantially Complete and ready for a Final Inspection. Along with the Substantial Completion notification, the Contractor shall provide its Punch list(s) with the status of the deficiencies and dates when the deficiencies were corrected. The Project Inspector and / or the Engineer shall make a preliminary determination whether project is Substantially Complete.

(b) If the Project is not Substantially Complete, the Engineer shall inform the Contractor. The Contractor shall identify deficiencies which must be corrected, update its Punch list, make the necessary corrections and repeat the previous step. After completing the necessary work, the Contractor shall notify the Engineer in writing that Punch list deficiencies have been corrected and the project is ready for a Final Inspection.

(c) If the Project is Substantially Complete, the Engineer shall schedule a Final Inspection within fifteen (15) days of the Contractor's notification letter or as otherwise determined by the Engineer.

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

(1) Field-Posted As-Built Drawings.

(2) Maintenance Service Contract and two (2) copies of a list of all equipment.

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

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

7.31.2.1 The Engineer shall confirm the list of deficiencies noted by the Contractor's punch list(s) and will notify the Contractor of any other deficiencies that must be corrected before final settlement.

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

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

7.32 PROJECT ACCEPTANCE DATE

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

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

7.32.3 The date of Project Acceptance shall determine:

7.32.3.1 End of Contract Time.

7.32.3.2 Commencement of all guaranty periods except as noted in Section 7.34 CONTRACTOR'S RESPONSIBILITY FOR WORK: RISK OF LOSS.

7.32.3.3 Commencement of all maintenance services except as noted in Section 7.34 CONTRACTOR'S RESPONSIBILITY FOR WORK: RISK OF LOSS.

7.32.4 Punch list Requirements - If a Punch list is required under Section 7.31 SUBSTANTIAL COMPLETION AND FINAL INSPECTION, the Project Acceptance Notice will include the Engineer's Punch list and the date when correction of the deficiencies must be completed.

7.32.4.1 Punch list corrective work shall be completed prior to Contract Completion Date, or extension thereof.

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

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

7.32.7 Failure to Correct Deficiencies - If the Contractor fails to correct the deficiencies within the time established in paragraph 7.32.4.1, the Contracting Officer shall assess liquidated damages as required by Section 7.26 - FAILURE TO COMPLETE THE WORK ON TIME.

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

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

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

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

7.33.1.1 All written guarantees required by the contract.

7.33.1.2 Complete and certified weekly payrolls for the Contractor and its Subcontractor(s).

7.33.1.3 Certificate of Plumbing and Electrical Inspection.

7.33.1.4 Certificate of Building Occupancy.

7.33.1.5 Certificates for Soil Treatment and Wood Treatment.

7.33.1.6 Certificate of Water System Chlorination.

7.33.1.7 Certificate of Elevator Inspection, Boiler and Pressure Pipe installation.

7.33.1.8 All other documents required by the Contract.

7.33.2 Failure to Submit Closing Documents - The Contractor shall submit the final Payment Application and the above applicable closing documents within sixty (60) days from the date of Project Acceptance or the agreed to Punch list completion date. Should the Contractor fail to comply with these requirements, the Engineer may terminate the Contract for cause. The pertinent provisions of Section 7.27 TERMINATION OF CONTRACT FOR CAUSE shall be applicable.

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

7.34 CONTRACTOR'S RESPONSIBILITY FOR WORK; RISK OF LOSS

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

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

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

7.35 GUARANTEE OF WORK

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

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

7.35.2.1 Place in satisfactory condition in every instance all such guaranteed work and correct all defects therein; and

7.35.2.2 Make good and repair or replace to new or pre-existing condition all damages to the building, facility, work or equipment or contents thereof, resulting from such defective materials, equipment or installation thereof.

7.35.3 Manufacturer's and Installer's Guarantee- Whenever a manufacturer's or installer's guarantee on any product specified in the respective Specification sections, exceeds one year, this guarantee shall become part of this contract in addition to the Contractor's guarantee. Contractor shall complete the guarantee forms in the name of the Department and submit such forms to the manufacturer within such time required to validate the guarantee. Contractor shall submit to the Department a photocopy of the completed guarantee form for the Department's record as evidence that such guarantee form was executed by the manufacturer.

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

7.35.5 If guarantee is specified for greater than two (2) years, two (2) years shall prevail except for manufacturer's warranties. Manufacturer's warranties shall remain as specified in their respective Specification sections.

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

7.36 WORK OF AND CHARGES BY UTILITIES

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

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

7.37 RIGHT TO AUDIT RECORDS

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

7.37.2 The Contractor shall insure that its subcontractors comply with this requirement and shall bear all costs (including attorney's fees) of enforcement in the event of its subcontractor's failure or refusal to fully cooperate.

7.37.3 Additionally, Sections 231-7, 235-108, 237-39 and other HRS chapters through reference, authorizes the Department of Taxation to audit all taxpayers conducting business within the State. Contractors must make

available to the Department of Taxation all books and records necessary to verify compliance with the tax laws.

7.38 RECORDS MAINTENANCE, RETENTION AND ACCESS

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

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

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

ARTICLE 8 - Measurement and Payment

8.1 MEASUREMENT OF QUANTITIES

8.1.1 All work completed under the Contract shall be measured by the Engineer according to United States standard measures, or as stated in this Contract. The method of measurement and computations to be used in

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

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

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

8.3 PAYMENT FOR ADDITIONAL WORK

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

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

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

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

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

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

(a) All markups for overhead and profit shall be added subject to limitations established in Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT.

(b) No allowance for overtime compensation will be given without the written approval of the Engineer prior to performance of such work.

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

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

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

8.3.4.5 Equipment

(1) For machinery or special equipment (other than small tools as herein defined in clause 8.3.4.5.(h) owned or leased by the Contractor or a related entity, the use of which has been authorized by the Engineer:

(a.) The Contractor will be paid at the per-hour rental rates based on the monthly rate established for said machinery or equipment in the then-current edition of the Rental Rate Blue Book for Construction Equipment including the estimated operating cost per hour and regional correction provided therein.

(b.) If no rate is listed for a particular kind, type or size of machinery or equipment, then the monthly, hourly rates shall be as agreed upon in writing by the Contractor and the Engineer prior to the use of said machinery or equipment. If there is no agreement, the Engineer will set a rate. The Contractor may contest the rate pursuant to Section 7.25 DISPUTES AND CLAIMS.

(c.) Rental rates which are higher than those specified in the aforesaid Rental Rate Blue Book publication may be allowed where such higher rates can be justified by job conditions such as work in water and work on lava, etc. Request for such higher rates shall be submitted in writing to the Engineer for approval prior to the use of the machinery or equipment in question.

(2) For machinery or special equipment (other than small tools as herein defined in clause 8.3.4.5.(h) rented by the Contractor or a related entity specifically for the

Force Account work, the use of which has been authorized by the Engineer; The Contractor will be paid the actual rental cost for the machinery or equipment, including mobilization and demobilization costs. A receipt from the equipment supplier shall be submitted to the Engineer.

(3) For machinery or special equipment (other than small tools as herein defined in clause 8.3.4.5. (h) rented by the Contractor or a related entity for use in the project, but which will also be used for the Force Account work, the use of which has been authorized by the Engineer; The Contractor will be paid the actual rental cost for the machinery or equipment. No additional mobilization and demobilization costs will be paid. A receipt from the equipment supplier shall be submitted to the Engineer.

(4) The rental rate for trucks not owned by the Contractor shall be those as established under the Hawaii State Public Utilities Commission, which will be paid for as an equipment item pursuant to paragraph 8.3.4.5. Rental rates for Contractor-owned trucks not listed in the Rental Rate Blue Book shall be agreed upon in writing by the Contractor and Engineer prior to the use of said trucks. If there is no agreement, the Engineer shall set the rate. The Contractor may contest the rate pursuant to Section 7.25 DISPUTES AND CLAIMS.

(5) The rental period shall begin at the time equipment reaches the site of work, shall include each day that the machinery or equipment is at the site of the work and shall terminate at the end of the day on which the equipment is no longer needed. In the event the equipment must standby due to work being delayed or halted by reason of design, traffic, or other related problems uncontrollable by the Contractor, excluding Saturdays, Sundays and Legal Holidays, unless the equipment is used to perform work on such days, the rental shall be two hours per day until the equipment is no longer needed.

(5.1) The rental time to be paid will be for the time actually used. Any hours or operation in excess of 8 hours in any one day must be approved by the Engineer prior to the performance of such work.

(5.2) Rental time will not be allowed or credited for any day on which machinery or equipment is inoperative due to its breakdown. On such days, the Contractor will be paid only for the actual hours, if any, that the machinery or equipment was in operation.

(5.3) In the event the Force Account work is completed in less than 8 hours, equipment

- rental shall nevertheless be paid for a minimum 8 hours.
- (5.4) For the purpose of determining the rental period the continuous and consecutive days shall be the normal 8-hour shift work day, Monday through Friday excluding legal holidays. Any work day to be paid less than 8 hours shall not be considered as continuous, except for equipment removed from rental for fuel and lubrication.
- (5.5) No additional premium beyond the normal rates used will be paid for equipment over 8 hours per day or 40 hours per week.
- (6) All rental rates for machinery and equipment shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs, maintenance, tire wear, depreciation, storage, and all other incidentals.
- (7) All machinery and equipment shall be in good working condition and suitable for the purpose for which the machinery and equipment is to be used.
- (8) Individual pieces of equipment or tools having a replacement value of one thousand dollars (\$1,000) or less, whether or not consumed by use, shall be considered to be small tools and included in the allowed markup for overhead and profit and no separate payment will be made therefore.
- (9) The total of all Force Account rental charges accrued over the duration of the contract for a specific item of equipment shall not exceed the replacement cost of that equipment.
- (9.1) The Contractor shall provide the cost of replacement to the Engineer prior to using the equipment. If the Engineer does not agree with the replacement cost, the Engineer shall set the replacement cost. The Contractor may contest the replacement cost pursuant to Section 7.25 DISPUTES AND CLAIMS.
- (10) Should the item of equipment be rented from an unrelated entity, the rental cost will be treated as an equipment cost under paragraph 8.3.4.5.
- (11) Transportation and/or Mobilization: The following provisions shall govern in determining the compensation to be paid to the Contractor for use of equipment or machinery on the Force Account method:
- (11.1) The location from which the equipment is to be moved or transported shall be approved by the Engineer.
- (11.2) Where the equipment must be transported to the site of the force account work, the Department will pay the reasonable cost of mobilizing and transporting the equipment, including its loading and unloading, from its original location to the site of force account work. Upon completion of the work the Department will pay the reasonable cost of mobilizing and transporting the equipment back to its original location or to another location, whichever cost is less.
- (11.3) The cost of transporting the equipment shall not exceed the rates established by the Hawaii State Public Utilities Commission. If such rates are nonexistent, then the rates will be determined by the Engineer based upon the prevailing rates charged by established haulers within the locale.
- (11.4) Where the equipment is self-propelled, the Department will pay the cost of moving the equipment by its own power from its original location to the site of the force account work. Upon completion of the work the Department will pay the reasonable cost of moving of the Equipment back to its original or another location, whichever cost is less.
- (11.5) At the discretion of the Engineer, when the Contractor desires to use such equipment for other than Force Account work, the costs of mobilization and transportation shall be prorated between the Force Account and non Force Account work.
- (12) Pickup trucks, vans, storage trailers, unless specifically rented for the Force Account work, shall be considered incidental to the Force Account work and the costs therefore are included in the markup allowed under Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT.
- 8.3.4.6 State Excise (Gross Income) Tax and Bond - A sum equal to the current percentage rate for the State excise (Gross Income) tax on the total sum determined in paragraphs 8.3.4.1, 8.3.4.2, 8.3.4.3 and 8.3.4.4 above, and the bond premium shall be added as compensation to the Contractor. The actual bond premium not to exceed one percent (1%) shall be added to items covered by paragraphs 8.3.4.1, 8.3.4.2, 8.3.4.3 and 8.3.4.4 when applicable.

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

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

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

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

8.4 PROGRESS AND / OR PARTIAL PAYMENTS

8.4.1 Progress Payments - The Contractor will be allowed progress payments on a monthly basis upon

preparing the Monthly Payment Application forms and submitting them to the Engineer. The monthly payment shall be based on the items of work satisfactorily completed and the value thereof at unit prices and/or lump sum prices set forth in the contract as determined by the Engineer and will be subject to compliance with Section 7.9 PAYROLLS AND PAYROLL RECORDS.

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

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

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

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

8.4.4 Partial payments shall be made only if the Engineer finds that:

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

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

8.4.4.3 The materials are not subject to deterioration.

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

8.5 PROMPT PAYMENT §3-125-23 HAR

8.5.1 Any money paid to a Contractor for work performed by a subcontractor shall be disbursed to such subcontractor within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and

conditions of the subcontract and there are no bona fide disputes on which the Engineer has withheld payment.

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

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

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

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

8.5.3.1.b The following has occurred:

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

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

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

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

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

8.5.4 If the contracting officer or the contractor fails to pay in accordance with this section, a penalty of one and one-half per cent per month shall be imposed upon the outstanding amounts due that were not timely paid by the responsible party. The penalty may be withheld from future payment due to the contractor, if the contractor was the responsible party. If a contractor has violated subsection 8.5.2 three or more times within two years of the first violation, the contractor shall be referred by the

contracting officer to the contractor license board for action under section 444-17(14) HRS.

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

8.5.5.1 Substantiation of the amounts requested;

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

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

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

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

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

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

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

8.5.7.1 Substantiation of the amounts requested; and

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

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

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

8.5.7.2.c The payment request does not include any amounts that the contractor intends to withhold or retain

from a subcontractor or supplier in accordance with the terms and conditions of their subcontract.

8.5.8 The Engineer shall return any final payment request that is defective to the contractor within seven days after receipt, with a statement identifying the defect.

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

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

8.6.1 The sum withheld by the Department from the contractor shall not exceed five percent (5%) of the total amount due the contractor and that after fifty percent (50%) of the contract is completed and progress is satisfactory, no additional sum shall be withheld; provided further that if progress is not satisfactory, the Engineer may continue to withhold as retainage, sums not exceeding five percent (5%) of the amount due the contractor.

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

8.6.3 General Obligation Bonds – The contractor may withdraw retainage monies in whole or in part by providing a general obligation bond of the State or its political subdivisions suitable to the Department. The contractor shall endorse over to the Department and deposit with the Department any general obligation bond suitable to the Department, but in no case with a face value less than the value established by law, of the amount to be withdrawn. The Department may sell the bond and use the proceeds in the same way as it may use monies directly retained from progress payments or the final payment.

8.6.4 Any retainage provided for in this section or requested to be withheld by the contractor shall be held by the Engineer.

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

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

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

8.6.6.2 Any other bond acceptable to the contractor; or

8.6.6.3 Any other form of collateral acceptable to the contractor.

8.6.7 A written notice of any withholding shall be issued to a subcontractor, with a copy to the procurement officer, specifying the following:

8.6.7.1 The amount to be withheld;

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

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

8.6.8 The provisions of this section shall not be construed to require payment to subcontractors of retainage released to a contractor pursuant to an agreement entered into with the contracting officer meeting the requirements of subsection 8.6.3.

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

8.8 FINAL PAYMENT

8.8.1 Upon final settlement, the final payment amount, less all previous payments and less any sums that may have been deducted in accordance with the provisions of the contract, will be paid to the Contractor, provided the Contractor has submitted a Tax Clearance Certificate from the Department of Taxation and the Internal Revenue Service to the effect that all taxes levied or

accrued under Federal and State Statutes against the contractor have been paid.

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

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

ARTICLE 9 - CONFIDENTIALITY OF PERSONAL INFORMATION

9.1 Definitions. "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

1. Social Security number,
2. Driver's license number or Hawaii identification card number; or
3. Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

9.2 Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

9.3 Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (a) The personal information collected, used or maintained by the CONTRACTOR will be treated as confidential;

- (b) Access to the personal information will be allowed only as necessary to perform the Contract; and
- (c) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

9.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the State may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

9.5 Records Retention.

- (1) Upon any termination of this Contract, CONTRACTOR shall pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

ADDITIONAL GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

The following sections of the Hawaii Administrative Rules, Chapter §3-125 are hereby incorporated and made a part of the General Conditions.

CHANGES FOR CONSTRUCTION CONTRACTS - §HAR 3-125-4

1. Change Order. The procurement officer, at any time, and without notice to any surety in a signed writing designated or indicated to be a change order, may make changes in the work within the scope of the contract as may be found to be necessary or desirable. Such changes shall not invalidate the contract or release the sureties, and the contractor will perform the work as changed, as though it had been part of the original contract. Minor changes in the work may be directed by the procurement officer with no change in contract price or time or performance.
2. Adjustments of price or time for performance. If any change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment may be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract. Failure of the parties to agree to an adjustment shall not excuse a contractor from proceeding with the contract as changed, provided that the State promptly and duly makes such provisional adjustments in payments or time for the direct costs of the work as changed as the State deems reasonable. The right of the contractor to dispute the contract price or time required for performance or both shall not be waived by its performing the work, provided however, that it follows the notice requirements for disputes and claims established by the contract or these rules.
3. Time Period for Claim. Within thirty days after receipt of a written change order under paragraph (1), unless such period is extended by the procurement officer in writing, the contractor shall file a notice of intent to assert claim for an adjustment. The requirement for timely written notice cannot be waived and shall be a condition precedent to the assertion of a claim.
4. Claim barred after final payment. No claim by the contractor for an adjustment hereunder shall be allowed if written notice is not given prior to final payment under this contract.
5. Claims not barred. In the absence of such a change order, nothing in this clause shall restrict the contractor's right to pursue a claim under the contract or for breach of contract.

PRICE ADJUSTMENT FOR CONSTRUCTION CONTRACTS - §HAR 3-125-13.

1. Price adjustment. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways;
 - a. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - b. By unit prices specified in the contract or subsequently agree upon;
 - c. Whenever there is a variation in quantity for any work covered by any line item in breakdown costs provided by the contractor pursuant to contractual pre-work submittal requirements, by the procurement officer, at the procurement officer's discretion, adjusting the lump sum price proportionately;
 - d. In such other manner as the parties may mutually agree;
 - e. At the sole option of the procurement officer, by the costs attributable to the event or situation covered by the change, plus appropriate profit or fee; or
 - f. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 (of the Hawaii Administrative Rules).
2. Determining the cost or credit. In determining the cost or credit to the State resulting from a change, the allowances for all overhead, extended overhead resulting from adjustments to contract time (including home office and field overhead) and profit combined, shall not exceed the percentages set forth below:
 - a. For the contractor, for any work performed by its own labor forces, fifteen per cent of the cost;
 - b. For each subcontractor involved, for any work performed by its own forces, fifteen per cent of the cost;
 - c. For the contractor or any subcontractor, for work performed by their subcontractors, ten per cent of the amount due the performing subcontractor.
3. Percentages for fee and overhead. Not more than three line item percentages for fee and overhead, not to exceed the maximum percentages shown above, will be allowed regardless of the number of tier subcontractors.

PROMPT PAYMENT BY CONTRACTORS TO SUBCONTRACTORS – §HAR 3-125-23

1. Prompt payment clause. 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; and, 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 that there are no bona fide disputes over the subcontractor's performance under the subcontract.

CHANGES TO THE GENERAL CONDITIONS

1. Under ARTICLE 1 – DEFINITIONS, insert the following:

“1.70 CONTRACTING OFFICER REPRESENTATIVE (COR): The Department of Defense Project Manager (PM).”
2. Under ARTICLE 2 - PROPOSAL REQUIREMENTS AND CONDITIONS, modify section 2.6 - SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING, by renaming section 2.6 - SUBSTITUTION BEFORE CONTRACT AWARD and deleting subsections 2.6.1, through 2.6.6 and substitute the following three new subsections and related paragraphs 2.6.1 through 2.6.3:

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

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

2.6.3 Offerors shall prepare their Offer forms based on the performance requirements of the materials, equipment, articles or systems noted on the drawings and specifications. If trade names, makes, catalog numbers or brand names are specified, Offerors shall infer that these items indicate the quality, style, appearance or performance of the material, equipment, article, or systems to be used in the project. The products and equipment of manufacturers listed throughout the specifications and other manufacturers are acceptable provided they meet or exceed the materials and construction requirements specified and are installed as specified.”
3. Under Article 6, delete subsections 6.3.2.4 and 6.3.3.

(S A M P L E)

Date: _____

Engineering Officer
Department of Defense
State of Hawaii
3949 Diamond Head Road
Honolulu, Hawaii 96816-4495

Dear Sir:

Subject: REQUEST FOR SUBSTITUTION

PROJECT TITLE & JOB NO.: _____

In accordance with the requirements of the Special Provisions and as stated on the Specifications, we hereby submit for substitution, _____ sets of technical brochures and statement of variances for your review and approval for the item(s) shown below.

<u>ITEM</u>	<u>SPECIFIED BRAND</u>	<u>SUBSTITUTE BRAND</u>	<u>MODIFICATION/VARIANT FEATURES</u>

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

SIGNATURE

NAME OF COMPANY AND TITLE

NOTE:

1. Use own letterhead
2. Submit one (1) original and two (2) copies
3. If no variant feature indicate "None"

WEEKLY QUALITY CONTROL REPORT FORM

PROJECT: _____

PROJECT NO.: _____

WEEK OF: _____

WORK PERFORMED: _____

INSPECTION REPORT: _____

ATTACH ANY ADDITIONAL INFORMATION

DATE PREPARED: _____

INSPECTOR: _____

VERIFIED BY PRIME CONTRACTOR: _____

SCOPE OF WORK

**SECURITY FENCE LINE AND LIGHTING REPAIRS/REPLACEMENTS
FOR MULTIPLE LOCATIONS AT KALAELOA (PN15180026)
STATE OF HAWAII, DEPARTMENT OF DEFENSE,
HAWAII ARMY NATIONAL GUARD
JOB NO. CA-1905-C**

General Scope of Work:

- Repairs of the existing Kalaeloa HIARNG perimeter eight-foot height security chain-link fences and existing chain-link gates with barb wires on outriggers.
- Addition of new chain-link fencing and chain-link gates.
- Relocating existing perimeter chain-link fence line at Bldg 1874 and parking lot.
- Replacement of existing unreadable perimeter fence signs and road entry signs with new signs.
- Work also consists of the removal of one (1) existing tree along Enterprise Street.
- Headwall grate installation in drainage swale at HIARNG airfield.

Langley Street entrance:

- A new fifteen-foot-wide automatic vehicle sliding gate and chain-link fence, consisting with vehicle loop sensors and an exterior double stanchion with mounted Aiphones.
- Power supplied by underground electrical and communication lines.
- New three-foot wide pedestrian gate installed on existing sidewalk.
- New twenty-foot double swing chain-link gate installed on HIARNG property at property end on Langley Street next to Bldg 175.

Security measures to be heighten along perimeter security fence line with the addition of new Photovoltaic light poles and the repair/fix of existing Photovoltaic light poles.

Five (5) locations for Photovoltaic light poles. Refer to Sheets E201, E202, E203, and E204.

- Item #1 – northwest to northeast of Building 1898 (see Sheet E201)
- Item #2 – north to Building 282 (see Sheet E202)
- Item #3 – north to Building 282 (see Sheet E202)
- Item #4 – northeast to Building 134 (see Sheet E203)
- Item #5 - east of Langley Street (see Sheet E204)

ATTACHMENTS:

1. Requirements and Specifications
2. Drawings
3. Construction Site Best Management Practices Checklist
4. Hazardous Material Inventory Log
5. HIARNG Spill Incident Form

6. Emergency Contacts
7. HIARNG Environmental Contractor Requirements

REQUIREMENTS and SPECIFICATIONS TO CONSTRUCT

**HAWAII ARMY NATIONAL GUARD (HIARNG)
FENCE LINE AND LIGHTING REPAIR/REPLACEMENT
FOR MULTIPLE LOCATIONS AT KALAELOA
OAHU, HAWAII**

JOB NO: CA-1905-C

**FOR THE STATE OF HAWAI'I, DEPARTMENT OF DEFENSE
HAWAII ARMY NATIONAL GUARD**

MAY 2022

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SECTION 01 11 00

SUMMARY OF WORK

08/15

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals
Salvage Plan; G

1.2 WORK COVERED BY CONTRACT DOCUMENTS

1.2.1 Project Description

The work includes repairs to improve the security fence lines and gates around Buildings 282, 1898, 1874 and at other locations and provide new fencing as indicated in the plans. Additionally, certain areas within the Kalaeloa site lack adequate lighting that makes it difficult for security monitoring, thus unsafe. Solar lights will be installed to improve safety, security and to minimize trenching, as indicated on the plans.

1.2.2 Location

The work is located at the HIARNG site at Kalaeloa, Hawaii, as indicated. The exact location will be as shown on the Plans.

1.3 OCCUPANCY OF PREMISES

Occupancy notifications will be posted in a prominent location in the work area.

Before work is started, arrange with the Contracting Officer a sequence of procedure, means of access, space for storage of materials and equipment, and use of approaches, corridors, and stairways.

1.4 EXISTING WORK

In addition to FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements:

- a. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.
- b. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the Contracting Officer. At the completion of operations, existing work must be in a condition equal to or better than that which existed before new work started.

1.5 LOCATION OF UNDERGROUND UTILITIES

Obtain digging permits prior to start of excavation, and comply with Installation requirements for locating and marking underground utilities. Contact local utility locating service a minimum of 48 hours prior to excavating, to mark utilities, and within sufficient time required if work occurs on a Monday or after a Holiday. Verify existing utility locations indicated on contract drawings, within area of work.

1.5.1 Notification Prior to Excavation

Notify the Contracting Officer at least 48 hours prior to starting excavation work.

1.6 SALVAGE MATERIAL AND EQUIPMENT

Items designated by the Contracting Officer to be salvaged remain the property of the Government. Segregate, itemize, deliver and off-load the salvaged property at the Government designated storage area located within the construction site.

Provide a salvage plan, listing material and equipment to be salvaged, and their storage location. Maintain property control records for material or equipment designated as salvage. Use a system of property control that is approved by the Contracting Officer. Store and protect salvaged materials and equipment until disposition by the Contracting Officer.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

11/20

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM A615/A615M (2020) Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

U.S. ARMY CORPS OF ENGINEERS (USACE)

EP 1110-1-8 (2016) Construction Equipment Ownership and Operating Expense Schedule

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Weight Certificates

1.3 CONTRACT COST BREAKDOWN

The Contractor must furnish within 30 days after the date of Notice to Proceed, and prior to the submission of its first partial payment estimate, a breakdown of its single job pay item or items which will be reviewed by the Contracting Officer as to propriety of distribution of the total cost to the various accounts. Any unbalanced items as between early and late payment items or other discrepancies will be revised by the Contracting Officer to agree with a reasonable cost of the work included in the various items. This Contract cost breakdown will then be utilized as the basis for progress payments to the Contractor.

1.4 CONTRACTOR'S INVOICE AND CONTRACT PERFORMANCE STATEMENT

1.4.1 Submission of Invoices

If DFARS Clause 252.232-7006 Wide Area WorkFlow Payment Instructions is included in the Contract, provide the documents listed in above paragraph

CONTENT OF INVOICE in their entirety as attachments in Wide Area Work Flow (WAWF) for each invoice submitted. The maximum size of each WAWF attachment is two megabytes, but there are no limits on the number of attachments. If a document cannot be attached in WAWF due to system or size restriction, provide it as instructed by the Contracting Officer.

Monthly invoices and supporting forms for work performed through the anniversary award date of the Contract must be submitted to the Contracting Officer within 5 calendar days of the date of invoice. For example, if Contract award date is the 7th of the month, the date of each monthly invoice must be the 7th and the invoice must be submitted by the 12th of the month.

1.4.2 Final Invoice

- a. A final invoice must be accompanied by the certification required by DFARS 252.247.7023 Transportation of Supplies by Sea, and the Contractor's Final Release. If the Contractor is incorporated, the Final Release must contain the corporate seal. An officer of the corporation must sign and the corporate secretary must certify the Final Release.
- b. For final invoices being submitted via WAWF, the original Contractor's Final Release Form and required certification of Transportation of Supplies by Sea must be provided directly to the respective Contracting Officer prior to submission of the final invoice. Once receipt of the original Final Release Form and required certification of Transportation of Supplies by Sea has been confirmed by the Contracting Officer, the Contractor must then submit final invoice and attach a copy of the Final Release Form and required certification of Transportation of Supplies by Sea in WAWF.
- c. Final invoices not accompanied by the Contractor's Final Release and required certification of Transportation of Supplies by Sea will be considered incomplete and will be returned to the Contractor.

1.5 SINGLE JOB PAYMENT ITEMS

Payment items for the work of this Contract for which Contract job payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular job or unit price payment item, are included in the listed job item most closely associated with the work involved. The job price and payment made for each item listed constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.5.1 Mobilization and Demobilization

1.5.1.1 Payment

Payment will be made for costs associated with mobilization and demobilization, as defined in Special Contract Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

1.5.1.2 Unit of Measure

Unit of measure: job.

1.6 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this Contract on which the Contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.6.1 Excavation

1.6.1.1 Payment

Payment will be made for costs associated with excavation for the fencing and lighting items, which includes performing required excavation and other operations incidental thereto, Contractor-furnished disposal area(s) and disposition of excess excavated material and unsuitable materials.

1.6.1.2 Measurement

The total quantity of excavated material for which payment will be made will be the quantity between the ground surface as determined by a survey and the grade and slope of the cross sections indicated. No allowance will be made for overdepth excavation or for the removal of any material outside the required slope lines unless authorized.

1.6.1.3 Unit of Measure

Unit of measure: cubic yard.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

11/20

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements
Manual

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

15 CFR 772 Definition of Terms

15 CFR 773 Special Licensing Procedures

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

View Location Map

Progress and Completion Pictures

1.3 VIEW LOCATION MAP

Submit, prior to or with the first digital photograph submittals, a sketch or drawing indicating the required photographic locations. Update as required if the locations are moved.

1.4 PROGRESS AND COMPLETION PICTURES

Photographically document site conditions prior to start of construction operations. Provide monthly, and within one month of the completion of work, digital photographs, 1600x1200x24 bit true color minimum resolution in pdf file format showing the sequence and progress of work. Take a minimum of 20 digital photographs each week throughout the entire project from a minimum of ten different viewpoints selected by the Contractor unless otherwise directed by the Contracting Officer. Submit with the monthly invoice two sets of digital photographs, each set on a separate

compact disc (CD) or data versatile disc (DVD), cumulative of all photos to date. Indicate photographs demonstrating environmental procedures. Provide photographs for each month in a separate monthly directory and name each file to indicate its location on the view location sketch. Also provide the view location sketch on the CD or DVD as a digital file. Include a date designator in file names. Photographs provided are for unrestricted use by the Government.

1.5 MINIMUM INSURANCE REQUIREMENTS

Provide the minimum insurance coverage required by FAR 28.307-2 Liability, during the entire period of performance under this contract. Provide other insurance coverage as required by State law.

1.6 SUPERVISION

1.6.1 Superintendent Qualifications

Provide project superintendent with a minimum of 10 years experience in construction with at least 5 of those years as a superintendent on projects similar in size and complexity. The individual must be familiar with the requirements of EM 385-1-1 and have experience in the areas of hazard identification and safety compliance. The individual must be capable of interpreting a critical path schedule and construction drawings. The qualification requirements for the alternate superintendent are the same as for the project superintendent. The Contracting Officer may request proof of the superintendent's qualifications at any point in the project if the performance of the superintendent is in question.

1.6.2 Minimum Communication Requirements

Have at least one qualified superintendent, or competent alternate, capable of reading, writing, and conversing fluently in the English language, on the job-site at all times during the performance of Contract work. In addition, if a Quality Control (QC) representative is required on the Contract, then that individual must also have fluent English communication skills.

1.6.3 Duties

The project superintendent is primarily responsible for managing subcontractors and coordinating day-to-day production and schedule adherence on the project. The superintendent is required to attend partnering meetings, and quality control meetings. The superintendent or qualified alternative must be on-site at all times during the performance of this contract until the work is completed and accepted.

1.6.4 Non-Compliance Actions

The Project Superintendent is subject to removal by the Contracting Officer for non-compliance with requirements specified in the contract and for failure to manage the project to ensure timely completion. Furthermore, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders is acceptable as the subject of claim for extension of time for excess costs or damages by the Contractor.

1.7 PRECONSTRUCTION CONFERENCE

Immediately after award, prior to commencing any work at the site, coordinate with the Contracting Officer a time and place to meet for the Preconstruction Conference. The conference must take place within 35 calendar days after award of the contract, but prior to commencement of any work at the site. The purpose of this conference is to discuss and develop a mutual understanding of the administrative requirements of the Contract including but not limited to: daily reporting, invoicing, value engineering, safety, base-access, outage requests, hot work permits, schedule requirements, quality control, schedule of prices or earned value report, shop drawings, submittals, cybersecurity, prosecution of the work, government acceptance, final inspections and contract close-out. Contractor must present and discuss their basic approach to scheduling the construction work and any required phasing.

1.7.1 Attendees

Contractor attendees must include the Project Manager, Superintendent, Site Safety and Health Officer (SSHO), Quality Control Manager and major subcontractors.

1.8 MOBILIZATION

Contractor shall mobilize to the jobsite within 60 calendar days of contract award. Mobilize is defined as having equipment AND having a physical presence of at least one person from the contractor's team on the jobsite.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

SECTION 01 32 01.00 10

PROJECT SCHEDULE
02/15

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AACE INTERNATIONAL (AACE)

AACE 29R-03 (2011) Forensic Schedule Analysis

AACE 52R-06 (2006) Time Impact Analysis - As Applied
in Construction

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11 (1995) Administration -- Progress,
Schedules, and Network Analysis Systems

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Project Scheduler Qualifications;

Preliminary Project Schedule; G

Initial Project Schedule; G

Periodic Schedule Update; G

1.3 PROJECT SCHEDULER QUALIFICATIONS

Designate an authorized representative to be responsible for the preparation of the schedule and all required updating and production of reports. The authorized representative must have a minimum of 2-years experience scheduling construction projects similar in size and nature to this project with scheduling software that meets the requirements of this specification. Representative must have a comprehensive knowledge of CPM scheduling principles and application.

PART 2 PRODUCTS

2.1 SOFTWARE

The scheduling software utilized to produce and update the schedules required herein must be capable of meeting all requirements of this specification.

2.1.1 Government Default Software

The Government intends to use Primavera P6.

2.1.2 Contractor Software

Scheduling software used by the contractor must be commercially available from the software vendor for purchase with vendor software support agreements available. The software routine used to create the required sdef file must be created and supported by the software manufacturer.

2.1.2.1 Primavera

If Primavera P6 is selected for use, provide the "xer" export file in a version of P6 importable by the Government system.

2.1.2.2 Other Than Primavera

If the contractor chooses software other than Primavera P6, that is compliant with this specification, provide for the Government's use two licenses, two computers, and training for two Government employees in the use of the software. These computers will be stand-alone and not connected to Government network. Computers and licenses will be returned at project completion.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Prepare for approval a Project Schedule, as specified herein, pursuant to FAR Clause 52.236-15 Schedules for Construction Contracts. Show in the schedule the proposed sequence to perform the work and dates contemplated for starting and completing all schedule activities. The scheduling of the entire project is required. The scheduling of construction is the responsibility of the Contractor. Contractor management personnel must actively participate in its development. Subcontractors and suppliers working on the project must also contribute in developing and maintaining an accurate Project Schedule. Provide a schedule that is a forward planning as well as a project monitoring tool. Use the Critical Path Method (CPM) of network calculation to generate all Project Schedules. Prepare each Project Schedule using the Precedence Diagram Method (PDM).

3.2 BASIS FOR PAYMENT AND COST LOADING

The schedule is the basis for determining contract earnings during each update period and therefore the amount of each progress payment. The aggregate value of all activities coded to a contract CLIN must equal the value of the CLIN.

3.2.1 Activity Cost Loading

Activity cost loading must be reasonable and without front-end loading. Provide additional documentation to demonstrate reasonableness if requested by the Contracting Officer.

3.2.2 Withholdings / Payment Rejection

Failure to meet the requirements of this specification may result in the disapproval of the preliminary, initial or periodic schedule updates and subsequent rejection of payment requests until compliance is met.

In the event that the Contracting Officer directs schedule revisions and those revisions have not been included in subsequent Project Schedule revisions or updates, the Contracting Officer may withhold 10 percent of pay request amount from each payment period until such revisions to the project schedule have been made.

3.3 PROJECT SCHEDULE DETAILED REQUIREMENTS

3.3.1 Level of Detail Required

Develop the Project Schedule to the appropriate level of detail to address major milestones and to allow for satisfactory project planning and execution. Failure to develop the Project Schedule to an appropriate level of detail will result in its disapproval. The Contracting Officer will consider, but is not limited to, the following characteristics and requirements to determine appropriate level of detail:

3.3.2 Activity Durations

Reasonable activity durations are those that allow the progress of ongoing activities to be accurately determined between update periods. Less than 2 percent of all non-procurement activities may have Original Durations (OD) greater than 20 work days or 30 calendar days.

3.3.3 Procurement Activities

Include activities associated with the critical submittals and their approvals, procurement, fabrication, and delivery of long lead materials, equipment, fabricated assemblies, and supplies. Long lead procurement activities are those with an anticipated procurement sequence of over 90 calendar days.

3.3.4 Mandatory Tasks

Include the following activities/tasks in the initial project schedule and all updates.

- a. Submission, review and acceptance of SD-01 Preconstruction Submittals (individual activity for each).
- b. Submission, review and acceptance of features require design completion
- c. Submission of mechanical/electrical/information systems layout drawings.

- d. Long procurement activities
- e. Submission and approval of O & M manuals.
- f. Submission and approval of as-built drawings.
- g. Submission and approval of DD1354 data and installed equipment lists.
- h. Submission and approval of testing and air balance (TAB).
- i. Performance Verification testing.
- j. Other systems testing, if required.
- k. Contractor's pre-final inspection.
- l. Correction of punch list from Contractor's pre-final inspection.
- m. Government's pre-final inspection.
- n. Correction of punch list from Government's pre-final inspection.
- o. Final inspection.

3.3.5 Government Activities

Show Government and other agency activities that could impact progress. These activities include, but are not limited to: approvals, environmental permit approvals by State regulators, inspections, and Notice to Proceed (NTP) for phasing requirements.

3.3.6 Standard Activity Coding Dictionary

Use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11. This exact structure is mandatory. Develop and assign all Activity Codes to activities as detailed herein. A template SDEF compatible schedule backup file is available on the QCS web site: <http://rms.usace.army.mil>.

The SDEF format is as follows:

Field	Activity Code	Length	Description
1	WRKP	3	Workers per day
2	RESP	4	Responsible party
3	AREA	4	Area of work
4	MODF	6	Modification Number
5	BIDI	6	Bid Item (CLIN)
6	PHAS	2	Phase of work

Field	Activity Code	Length	Description
7	CATW	1	Category of work
8	FOW	20	Feature of work*
*Some systems require that FEATURE OF WORK values be placed in several activity code fields. The notation shown is for Primavera P6. Refer to the specific software guidelines with respect to the FEATURE OF WORK field requirements.			

3.3.6.1 Workers Per Day (WRKP)

Assign Workers per Day for all field construction or direct work activities, if directed by the Contracting Officer. Workers per day is based on the average number of workers expected each day to perform a task for the duration of that activity.

3.3.6.2 Responsible Party Coding (RESP)

Assign responsibility code for all activities to the Prime Contractor, Subcontractor(s) or Government agency(ies) responsible for performing the activity.

- a. Activities coded with a Government Responsibility code include, but are not limited to: Government approvals, Government design reviews, environmental permit approvals by State regulators, Government Furnished Property/Equipment (GFP) and Notice to Proceed (NTP) for phasing requirements.
- b. Activities cannot have more than one Responsibility Code. Examples of acceptable activity code values are: DOR (for the designer of record); ELEC (for the electrical subcontractor); MECH (for the mechanical subcontractor); and GOVT (for USACE).

3.3.6.3 Area of Work Coding (AREA)

Assign Work Area code to activities based upon the work area in which the activity occurs. Define work areas based on resource constraints or space constraints that would preclude a resource, such as a particular trade or craft work crew from working in more than one work area at a time due to restraints on resources or space. Examples of Work Area Coding include different areas within a floor of a building, different floors within a building, and different buildings within a complex of buildings. Activities cannot have more than one Work Area Code.

Not all activities are required to be Work Area coded. A lack of Work Area coding indicates the activity is not resource or space constrained.

3.3.6.4 Modification Number (MODF)

Assign a Modification Number Code to any activity or sequence of activities added to the schedule as a result of a Contract Modification, when approved

by Contracting Officer. Key all Code values to the Government's modification numbering system. An activity can have only one Modification Number Code.

3.3.6.5 Bid Item Coding (BIDI)

Assign a Bid Item Code to all activities using the Contract Line Item Schedule (CLIN) to which the activity belongs, even when an activity is not cost loaded. An activity can have only one BIDI Code.

3.3.6.6 Phase of Work Coding (PHAS)

Assign Phase of Work Code to all activities. Examples of phase of work are procurement phase and construction phase. Each activity can have only one Phase of Work code.

- a. Code proposed fast track design and construction phases proposed to allow filtering and organizing the schedule by fast track design and construction packages.
- b. If the contract specifies phasing with separately defined performance periods, identify a Phase Code to allow filtering and organizing the schedule accordingly.

3.3.6.7 Category of Work Coding (CATW)

Assign a Category of Work Code to all activities. Category of Work Codes include, but are not limited to construction submittal, procurement, fabrication, weather sensitive installation, non-weather sensitive installation, start-up, and testing activities. Each activity can have no more than one Category of Work Code.

3.3.6.8 Feature of Work Coding (FOW)

Assign a Feature of Work Code to appropriate activities based on the Definable Feature of Work to which the activity belongs based on the approved QC plan.

Definable Feature of Work is defined in Section 01 45 00.00 10 QUALITY CONTROL. An activity can have only one Feature of Work Code.

3.3.7 Contract Milestones and Constraints

Milestone activities are to be used for significant project events including, but not limited to, project phasing, project start and end activities, or interim completion dates. The use of artificial float constraints such as "zero free float" or "zero total float" are prohibited.

Mandatory constraints that ignore or effect network logic are prohibited. No constrained dates are allowed in the schedule other than those specified herein. Submit additional constraints to the Contracting Officer for approval on a case by case basis.

3.3.7.1 Project Start Date Milestone and Constraint

The first activity in the project schedule must be a start milestone titled "NTP Acknowledged," which must have a "Start On" constraint date equal to

the date that the NTP is acknowledged.

3.3.7.2 End Project Finish Milestone and Constraint

The last activity in the schedule must be a finish milestone titled "End Project."

Constrain the project schedule to the Contract Completion Date in such a way that if the schedule calculates an early finish, then the float calculation for "End Project" milestone reflects positive float on the longest path. If the project schedule calculates a late finish, then the "End Project" milestone float calculation reflects negative float on the longest path. The Government is under no obligation to accelerate Government activities to support a Contractor's early completion.

3.3.7.3 Interim Completion Dates and Constraints

Constrain contractually specified interim completion dates to show negative float when the calculated late finish date of the last activity in that phase is later than the specified interim completion date.

3.3.7.3.1 Start Phase

Use a start milestone as the first activity for a project phase. Call the start milestone "Start Phase X" where "X" refers to the phase of work.

3.3.7.3.2 End Phase

Use a finish milestone as the last activity for a project phase. Call the finish milestone "End Phase X" where "X" refers to the phase of work.

3.3.8 Calendars

Schedule activities on a Calendar to which the activity logically belongs. Develop calendars to accommodate any contract defined work period such as a 7-day calendar for Government Acceptance activities, concrete cure times, etc. Develop the default Calendar to match the physical work plan with non-work periods identified including weekends and holidays. Develop Seasonal Calendar(s) and assign to seasonally affected activities as applicable.

If an activity is weather sensitive it should be assigned to a calendar showing non-work days on a monthly basis, with the non-work days selected at random across the weeks of the calendar, using the anticipated adverse weather delay work days provided in the Special Contract Requirements. Assign non-work days over a seven-day week as weather records are compiled on seven-day weeks, which may cause some of the weather related non-work days to fall on weekends.

3.3.9 Open Ended Logic

Only two open ended activities are allowed: the first activity "NTP Acknowledged" may have no predecessor logic, and the last activity "End Project" may have no successor logic.

Predecessor open ended logic may be allowed in a time impact analyses upon the Contracting Officer's approval.

3.3.10 Default Progress Data Disallowed

Actual Start and Finish dates must not automatically update with default mechanisms included in the scheduling software. Updating of the percent complete and the remaining duration of any activity must be independent functions. Disable program features that calculate one of these parameters from the other. Activity Actual Start (AS) and Actual Finish (AF) dates assigned during the updating process must match those dates provided in the Contractor Quality Control Reports. Failure to document the AS and AF dates in the Daily Quality Control report will result in disapproval of the Contractor's schedule.

3.3.11 Out-of-Sequence Progress

Activities that have progressed before all preceding logic has been satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case basis subject to approval by the Contracting Officer. Propose logic corrections to eliminate out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule. Address out of sequence progress or logic changes in the Narrative Report and in the periodic schedule update meetings.

3.3.12 Added and Deleted Activities

Do not delete activities from the project schedule or add new activities to the schedule without approval from the Contracting Officer. Activity ID and description changes are considered new activities and cannot be changed without Contracting Officer approval.

3.3.13 Original Durations

Activity Original Durations (OD) must be reasonable to perform the work item. OD changes are prohibited unless justification is provided and approved by the Contracting Officer.

3.3.14 Leads, Lags, and Start to Finish Relationships

Lags must be reasonable as determined by the Government and not used in place of realistic original durations, must not be in place to artificially absorb float, or to replace proper schedule logic.

- a. Leads (negative lags) are prohibited.
- b. Start to Finish (SF) relationships are prohibited.

3.3.15 Retained Logic

Schedule calculations must retain the logic between predecessors and successors ("retained logic" mode) even when the successor activity(s) starts and the predecessor activity(s) has not finished (out-of-sequence progress). Software features that in effect sever the tie between predecessor and successor activities when the successor has started and the predecessor logic is not satisfied ("progress override") are not be allowed.

3.3.16 Percent Complete

Update the percent complete for each activity started, based on the

realistic assessment of earned value. Activities which are complete but for remaining minor punch list work and which do not restrain the initiation of successor activities may be declared 100 percent complete to allow for proper schedule management.

3.3.17 Remaining Duration

Update the remaining duration for each activity based on the number of estimated work days it will take to complete the activity. Remaining duration may not mathematically correlate with percentage found under paragraph entitled Percent Complete.

3.3.18 Cost Loading of Closeout Activities

Cost load the "Correction of punch list from Government pre-final inspection" activity(ies) not less than 1 percent of the present contract value. Activity(ies) may be declared 100 percent complete upon the Government's verification of completion and correction of all punch list work identified during Government pre-final inspection(s).

3.3.18.1 As-Built Drawings

If there is no separate contract line item (CLIN) for as-built drawings, cost load the "Submission and approval of as-built drawings" activity not less than \$35,000 or 1 percent of the present contract value, which ever is greater, up to \$200,000. Activity will be declared 100 percent complete upon the Government's approval.

3.3.18.2 O & M Manuals

Cost load the "Submission and approval of O & M manuals" activity not less than \$20,000. Activity will be declared 100 percent complete upon the Government's approval of all O & M manuals.

3.3.19 Early Completion Schedule and the Right to Finish Early

An Early Completion Schedule is an Initial Project Schedule (IPS) that indicates all scope of the required contract work will be completed before the contractually required completion date.

- a. No IPS indicating an Early Completion will be accepted without being fully resource-loaded (including crew sizes and manhours) and the Government agreeing that the schedule is reasonable and achievable.
- b. The Government is under no obligation to accelerate work items it is responsible for to ensure that the early completion is met nor is it responsible to modify incremental funding (if applicable) for the project to meet the contractor's accelerated work.

3.4 PROJECT SCHEDULE SUBMISSIONS

Provide the submissions as described below. The data CD/DVD, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS. If the Contractor fails or refuses to furnish the information and schedule updates as set forth herein, then the Contractor will be deemed not to have provided an estimate upon which a progress payment can be made.

Review comments made by the Government on the schedule(s) do not relieve the Contractor from compliance with requirements of the Contract Documents.

3.4.1 Preliminary Project Schedule Submission

Within 15 calendar days after the NTP is acknowledged submit the Preliminary Project Schedule defining the planned operations detailed for the first 90 calendar days for approval. The approved Preliminary Project Schedule will be used for payment purposes not to exceed 90 calendar days after NTP. Completely cost load the Preliminary Project Schedule to balance the contract award CLINS shown on the Price Schedule. The Preliminary Project Schedule may be summary in nature for the remaining performance period. It must be early start and late finish constrained and logically tied as specified. The Preliminary Project Schedule forms the basis for the Initial Project Schedule specified herein and must include all of the required plan and program preparations, submissions and approvals identified in the contract (for example, Quality Control Plan, Safety Plan, and Environmental Protection Plan) as well as design activities, planned submissions of all early design packages, permitting activities, design review conference activities, and other non-construction activities intended to occur within the first 90 calendar days. Government acceptance of the associated design package(s) and all other specified Program and Plan approvals must occur prior to any planned construction activities. Activity code any activities that are summary in nature after the first 90 calendar days with Bid Item (CLIN) code (BIDI), Responsibility Code (RESP) and Feature of Work code (FOW).

3.4.2 Initial Project Schedule Submission

Submit the Initial Project Schedule for approval within 42 calendar days after notice to proceed is issued. The schedule must demonstrate a reasonable and realistic sequence of activities which represent all work through the entire contract performance period. No payment will be made for work items not fully detailed in the Project Schedule.

3.4.3 Periodic Schedule Updates

Update the Project Schedule on a regular basis, monthly at a minimum. Provide a draft Periodic Schedule Update for review at the schedule update meetings as prescribed in the paragraph PERIODIC SCHEDULE UPDATE MEETINGS. These updates will enable the Government to assess Contractor's progress.

- a. Update information including Actual Start Dates (AS), Actual Finish Dates (AF), Remaining Durations (RD), and Percent Complete is subject to the approval of the Government at the meeting.
- b. AS and AF dates must match the date(s) reported on the Contractor's Quality Control Report for an activity start or finish.

3.5 SUBMISSION REQUIREMENTS

Submit the following items for the Preliminary Schedule, Initial Schedule, and every Periodic Schedule Update throughout the life of the project:

3.5.1 Data CD/DVDs

Provide two sets of data CD/DVDs containing the current project schedule

and all previously submitted schedules in the format of the scheduling software (e.g. .xer). Also include on the data CD/DVDs the Narrative Report and all required Schedule Reports. Label each CD/DVD indicating the type of schedule (Preliminary, Initial, Update), full contract number, Data Date and file name. Each schedule must have a unique file name and use project specific settings.

3.5.2 Narrative Report

Provide a Narrative Report with each schedule submission. The Narrative Report is expected to communicate to the Government the thorough analysis of the schedule output and the plans to compensate for any problems, either current or potential, which are revealed through that analysis. Include the following information as minimum in the Narrative Report:

- a. Identify and discuss the work scheduled to start in the next update period.
- b. A description of activities along the two most critical paths where the total float is less than or equal to 20 work days.
- c. A description of current and anticipated problem areas or delaying factors and their impact and an explanation of corrective actions taken or required to be taken.
- d. Identify and explain why activities based on their calculated late dates should have either started or finished during the update period but did not.
- e. Identify and discuss all schedule changes by activity ID and activity name including what specifically was changed and why the change was needed. Include at a minimum new and deleted activities, logic changes, duration changes, calendar changes, lag changes, resource changes, and actual start and finish date changes.
- f. Identify and discuss out-of-sequence work.

3.5.3 Schedule Reports

The format, filtering, organizing and sorting for each schedule report will be as directed by the Contracting Officer. Typically, reports contain Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float, Actual Start Date, Actual Finish Date, and Percent Complete. Provide the reports electronically in .pdf format. Provide 5 set(s) of hardcopy reports. The following lists typical reports that will be requested:

3.5.3.1 Activity Report

List of all activities sorted according to activity number.

3.5.3.2 Logic Report

List of detailed predecessor and successor activities for every activity in ascending order by activity number.

3.5.3.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. List activities which have the same amount of total float in ascending order of Early Start Dates. Do not show completed activities on this report.

3.5.3.4 Earnings Report by CLIN

A compilation of the Total Earnings on the project from the NTP to the data date, which reflects the earnings of activities based on the agreements made in the schedule update meeting defined herein. Provided a complete schedule update has been furnished, this report serves as the basis of determining progress payments. Group activities by CLIN number and sort by activity number. Provide a total CLIN percent earned value, CLIN percent complete, and project percent complete. The printed report must contain the following for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Earnings to Date, Earnings this period, Total Quantity, Quantity to Date, and Percent Complete (based on cost).

3.5.3.5 Schedule Log

Provide a Scheduling/Leveling Report generated from the current project schedule being submitted.

3.5.4 Network Diagram

The Network Diagram is required for the Preliminary, Initial and Periodic Updates. Depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.4.1 Continuous Flow

Show a continuous flow from left to right with no arrows from right to left. Show the activity number, description, duration, and estimated earned value on the diagram.

3.5.4.2 Project Milestone Dates

Show dates on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.4.3 Critical Path

Show all activities on the critical path. The critical path is defined as the longest path.

3.5.4.4 Banding

Organize activities using the WBS or as otherwise directed to assist in the understanding of the activity sequence. Typically, this flow will group activities by major elements of work, category of work, work area and/or responsibility.

3.5.4.5 Cash Flow / Schedule Variance Control (SVC) Diagram

With each schedule submission, provide a SVC diagram showing 1) Cash Flow S-Curves indicating planned project cost based on projected early and late activity finish dates, and 2) Earned Value to-date.

3.6 PERIODIC SCHEDULE UPDATE

3.6.1 Periodic Schedule Update Meetings

Conduct periodic schedule update meetings for the purpose of reviewing the proposed Periodic Schedule Update, Narrative Report, Schedule Reports, and progress payment. Conduct meetings at least monthly within five days of the proposed schedule data date. Provide a computer with the scheduling software loaded and a projector which allows all meeting participants to view the proposed schedule during the meeting. The Contractor's authorized scheduler must organize, group, sort, filter, perform schedule revisions as needed and review functions as requested by the Contractor and/or Government. The meeting is a working interactive exchange which allows the Government and Contractor the opportunity to review the updated schedule on a real time and interactive basis. The meeting will last no longer than 8 hours. Provide a draft of the proposed narrative report and schedule data file to the Government a minimum of two workdays in advance of the meeting. The Contractor's Project Manager and scheduler must attend the meeting with the authorized representative of the Contracting Officer. Superintendents, foremen and major subcontractors must attend the meeting as required to discuss the project schedule and work. Following the periodic schedule update meeting, make corrections to the draft submission. Include only those changes approved by the Government in the submission and invoice for payment.

3.6.2 Update Submission Following Progress Meeting

Submit the complete Periodic Schedule Update of the Project Schedule containing all approved progress, revisions, and adjustments, pursuant to paragraph SUBMISSION REQUIREMENTS not later than 4 work days after the periodic schedule update meeting.

3.7 WEEKLY PROGRESS MEETINGS

Conduct a weekly meeting with the Government (or as otherwise mutually agreed to) between the meetings described in paragraph entitled PERIODIC SCHEDULE UPDATE MEETINGS for the purpose of jointly reviewing the actual progress of the project as compared to the as planned progress and to review planned activities for the upcoming two weeks. Use the current approved schedule update for the purposes of this meeting and for the production and review of reports. At the weekly progress meeting, address the status of RFIs, RFPs and Submittals.

3.8 REQUESTS FOR TIME EXTENSIONS

Provide a justification of delay to the Contracting Officer in accordance with the contract provisions and clauses for approval within 10 days of a delay occurring. Also prepare a time impact analysis for each Government request for proposal (RFP) to justify time extensions.

3.8.1 Justification of Delay

Provide a description of the event(s) that caused the delay and/or impact

to the work. As part of the description, identify all schedule activities impacted. Show that the event that caused the delay/impact was the responsibility of the Government. Provide a time impact analysis that demonstrates the effects of the delay or impact on the project completion date or interim completion date(s). Evaluate multiple impacts chronologically; each with its own justification of delay. With multiple impacts consider any concurrency of delay. A time extension and the schedule fragnet becomes part of the project schedule and all future schedule updates upon approval by the Contracting Officer.

3.8.2 Time Impact Analysis (Prospective Analysis)

Prepare a time impact analysis for approval by the Contracting Officer based on industry standard AACE 52R-06. Utilize a copy of the last approved schedule prior to the first day of the impact or delay for the time impact analysis. If Contracting Officer determines the time frame between the last approved schedule and the first day of impact is too great, prepare an interim updated schedule to perform the time impact analysis. Unless approved by the Contracting Officer, no other changes may be incorporated into the schedule being used to justify the time impact.

3.8.3 Forensic Schedule Analysis (Retrospective Analysis)

Prepare an analysis for approval by the Contracting Officer based on industry standard AACE 29R-03.

3.8.4 Fragmentary Network (Fragnet)

Prepare a proposed fragnet for time impact analysis consisting of a sequence of new activities that are proposed to be added to the project schedule to demonstrate the influence of the delay or impact to the project's contractual dates. Clearly show how the proposed fragnet is to be tied into the project schedule including all predecessors and successors to the fragnet activities. The proposed fragnet must be approved by the Contracting Officer prior to incorporation into the project schedule.

3.8.5 Time Extension

The Contracting Officer must approve the Justification of Delay including the time impact analysis before a time extension will be granted. No time extension will be granted unless the delay consumes all available Project Float and extends the projected finish date ("End Project" milestone) beyond the Contract Completion Date. The time extension will be in calendar days.

Actual delays that are found to be caused by the Contractor's own actions, which result in a calculated schedule delay will not be a cause for an extension to the performance period, completion date, or any interim milestone date.

3.8.6 Impact to Early Completion Schedule

No extended overhead will be paid for delay prior to the original Contract Completion Date for an Early Completion IPS unless the Contractor actually performed work in accordance with that Early Completion Schedule. The Contractor must show that an early completion was achievable had it not been for the impact.

3.9 FAILURE TO ACHIEVE PROGRESS

Should the progress fall behind the approved project schedule for reasons other than those that are excusable within the terms of the contract, the Contracting Officer may require provision of a written recovery plan for approval. The plan must detail how progress will be made-up to include which activities will be accelerated by adding additional crews, longer work hours, extra work days, etc.

3.9.1 Artificially Improving Progress

Artificially improving progress by means such as, but not limited to, revising the schedule logic, modifying or adding constraints, shortening activity durations, or changing calendars in the project schedule is prohibited. Indicate assumptions made and the basis for any logic, constraint, duration and calendar changes used in the creation of the recovery plan. Any additional resources, manpower, or daily and weekly work hour changes proposed in the recovery plan must be evident at the work site and documented in the daily report along with the Schedule Narrative Report.

3.9.2 Failure to Perform

Failure to perform work and maintain progress in accordance with the supplemental recovery plan may result in an interim and final unsatisfactory performance rating and may result in corrective action directed by the Contracting Officer pursuant to FAR 52.236-15 Schedules for Construction Contracts, FAR 52.249-10 Default (Fixed-Price Construction), and other contract provisions.

3.9.3 Recovery Schedule

Should the Contracting Officer find it necessary, submit a recovery schedule pursuant to FAR 52.236-15 Schedules for Construction Contracts.

3.10 OWNERSHIP OF FLOAT

Except for the provision given in the paragraph IMPACT TO EARLY COMPLETION SCHEDULE, float available in the schedule, at any time, may not be considered for the exclusive use of either the Government or the Contractor including activity and/or project float. Activity float is the number of work days that an activity can be delayed without causing a delay to the "End Project" finish milestone. Project float (if applicable) is the number of work days between the projected early finish and the contract completion date milestone.

3.11 TRANSFER OF SCHEDULE DATA INTO RMS/QCS

Import the schedule data into the Quality Control System (QCS) and export the QCS data to the Government. This data is considered to be additional supporting data in a form and detail required by the Contracting Officer pursuant to FAR 52.232-5 Payments under Fixed-Price Construction Contracts. The receipt of a proper payment request pursuant to FAR 52.232-27 Prompt Payment for Construction Contracts is contingent upon the Government receiving both acceptable and approvable hard copies and matching electronic export from QCS of the application for progress payment.

3.12 PRIMAVERA P6 MANDATORY REQUIREMENTS

If Primavera P6 is being used, request a backup file template (.xer) from the Government, if one is available, prior to building the schedule. The following settings are mandatory and required in all schedule submissions to the Government:

- a. Activity Codes must be Project Level, not Global or EPS level.
- b. Calendars must be Project Level, not Global or Resource level.
- c. Activity Duration Types must be set to "Fixed Duration & Units".
- d. Percent Complete Types must be set to "Physical".
- e. Time Period Admin Preferences must remain the default "8.0 hr/day, 40 hr/week, 172 hr/month, 2000 hr/year". Set Calendar Work Hours/Day to 8.0 Hour days.
- f. Set Schedule Option for defining Critical Activities to "Longest Path".
- g. Set Schedule Option for defining progressed activities to "Retained Logic".
- h. Set up cost loading using a single lump sum labor resource. The Price/Unit must be \$1/hr, Default Units/Time must be "8h/d", and settings "Auto Compute Actuals" and "Calculate costs from units" selected.
- i. Activity ID's must not exceed 10 characters.
- j. Activity Names must have the most defining and detailed description within the first 30 characters.

-- End of Section --

SECTION 01 33 00

SUBMITTAL PROCEDURES

08/18

PART 1 GENERAL

1.1 SUMMARY

1.1.1 Submittal Information

The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.

1.1.2 Project Type

The Contractor's Quality Control (CQC) System Manager are to check and approve all items before submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

1.1.3 Submission of Submittals

Schedule and provide submittals requiring Government approval before acquiring the material or equipment covered thereby. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Safety Data Sheets (SDS) and in compliance with existing laws and regulations.

1.2 DEFINITIONS

1.2.1 Submittal Descriptions (SD)

Submittal requirements are specified in the technical sections. Examples and descriptions of submittals identified by the Submittal Description (SD) numbers and titles follow:

SD-01 Preconstruction Submittals

Submittals that are required prior to or at the start of construction (work) or the next major phase of the construction on a multiphase contract.

For Government approved division 01 preconstruction submittals that are required prior to or commencing with the start of work shall be submitted within 30 calendar days of contract award unless specified elsewhere in the specifications. For contractor approved division 01 submittals that are required prior to or commencing with the start of work shall be submitted within 45 calendar days of contract award unless specified elsewhere in the specifications.

Preconstruction Submittals include schedules and a tabular list of locations, features, and other pertinent information regarding products, materials, equipment, or components to be used in the work.

Certificates Of Insurance

Surety Bonds

List Of Proposed Subcontractors

List Of Proposed Products

Baseline Network Analysis Schedule (NAS)

Submittal Register

Schedule Of Prices Or Earned Value Report

Accident Prevention Plan

Work Plan

Quality Control (QC) plan

Environmental Protection Plan
SD-02

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Fabricated or unfabricated physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards ensuring work can be judged. Includes assemblies or portions of assemblies that are to be incorporated into the project and those that will be removed at conclusion of the work.

SD-05 Design Data

Design calculations, mix designs, analyses or other data pertaining to a part of work.

Design submittals, design substantiation submittals and extensions of design submittals.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. Unless specified in another section, testing must have been within three years of date of contract award for the project.

Report that includes findings of a test required to be performed on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report that includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily logs and checklists

Final acceptance test and operational test procedure

SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that the product, system, or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor. The document purpose is to further promote the orderly progression of a portion of the work by documenting procedures, acceptability of methods, or personnel qualifications.

Confined space entry permits

Text of posted operating instructions

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and (SDS) concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and state the test results; and indicate whether the material, product, or system has passed or failed the test.

Factory test reports.

SD-10 Operation and Maintenance Data

Data provided by the manufacturer, or the system provider, including manufacturer's help and product line documentation, necessary to maintain and install equipment, for operating and maintenance use by facility personnel.

Data required by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

Data incorporated in an operations and maintenance manual or control system.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Submittals required for Guiding Principle Validation (GPV) or Third Party Certification (TPC).

Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

1.2.2 Approving Authority

Office or designated person authorized to approve the submittal.

1.2.3 Work

As used in this section, on-site and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction. In exception, excludes work to produce SD-01 submittals.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with this section.

SD-01 Preconstruction Submittals

Submittal Register; G

1.4 SUBMITTAL CLASSIFICATION

1.4.1 Government Approved (G)

Government approval is required for extensions of design, critical materials, variations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Government.

Government approval is required for any variations from the Solicitation or the Accepted Proposal and for other items as designated by the Government.

Within the terms of the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, submittals are considered to be "shop drawings."

1.4.2 For Information Only

Submittals not requiring Government approval will be for information only. Within the terms of the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, they are not considered to be "shop drawings."

1.5 PREPARATION

1.5.1 Transmittal Form

Use the ENG Form 4025-R transmittal form for submitting both Government-approved and information-only submittals. Submit in accordance with the instructions on the reverse side of the form. These forms [will be furnished to the Contractor][are included in the RMS CM software that the Contractor is required to use for this contract]. Properly complete this form by filling out all the heading blank spaces and identifying each item submitted. Exercise special care to ensure proper listing of the specification paragraph and sheet number of the contract drawings pertinent to the data submitted for each item.

1.5.2 Submittal Format

1.5.2.1 Format of SD-01 Preconstruction Submittals

When the submittal includes a document that is to be used in the project, or is to become part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document itself, but to a separate sheet accompanying the document.

Provide data in the unit of measure used in the contract documents.

1.5.2.2 Format for SD-02 Shop Drawings

Provide shop drawings not less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full-size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless another form is required. Ensure drawings are suitable for reproduction and of a quality to produce clear, distinct lines and letters, with dark lines on a white background.

- a. Include the nameplate data, size, and capacity on drawings. Also include applicable federal, military, industry, and technical society publication references.
- b. Dimension drawings, except diagrams and schematic drawings. Prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the contract drawings. Identify materials and products for work shown.

Present shop drawings sized 8 1/2 by 11 inches as part of the bound volume. Submit an electronic copy of drawings in PDF format.

1.5.2.2.1 Drawing Identification

Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph IDENTIFYING SUBMITTALS.

Number drawings in a logical sequence. Each drawing is to bear the number of the submittal in a uniform location next to the title block. Place the Government contract number in the margin, immediately below the title block, for each drawing.

Reserve a blank space, no smaller than 3 inches on the right-hand side of each sheet for the Government disposition stamp.

1.5.2.3 Format of SD-03 Product Data

Present product data submittals for each section as a complete volume in electronic PDF format. Include a table of contents, listing the page and catalog item numbers for product data.

Indicate, by prominent notation, each product that is being submitted; indicate the specification section number and paragraph number to which it pertains.

1.5.2.3.1 Product Information

Supplement product data with material prepared for the project to satisfy the submittal requirements where product data does not exist. Identify

this material as developed specifically for the project, with information and format as required for submission of SD-07 Certificates.

Provide product data in units used in the Contract documents. Where product data are included in preprinted catalogs with another unit, submit the dimensions in contract document units, on a separate sheet.

1.5.2.3.2 Standards

Where equipment or materials are specified to conform to industry or technical-society reference standards of such organizations as the American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), or Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

1.5.2.3.3 Data Submission

Collect required data submittals for each specific material, product, unit of work, or system into a single submittal that is marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will not be accepted for expedition of the construction effort.

Submit the manufacturer's instructions before installation.

1.5.2.4 Format of SD-04 Samples

1.5.2.4.1 Sample Characteristics

Furnish samples in the following sizes, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately the same size as specified:

- a. Sample of Equipment or Device: Full size.
- b. Sample of Materials Less Than 2 by 3 inches: Built up to 8 1/2 by 11 inches.
- c. Sample of Materials Exceeding 8 1/2 by 11 inches: Cut down to 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.
- d. Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.
- e. Sample Volume of Nonsolid Materials: Pint. Examples of nonsolid materials are sand and paint.
- f. Color Selection Samples: 2 by 4 inches. Where samples are specified

for selection of color, finish, pattern, or texture, submit the full set of available choices for the material or product specified. Sizes and quantities of samples are to represent their respective standard unit.

g. Sample Panel: 4 by 4 feet.

h. Sample Installation: 100 square feet.

1.5.2.4.2 Sample Incorporation

Reusable Samples: Incorporate returned samples into work only if so specified or indicated. Incorporated samples are to be in undamaged condition at the time of use.

Recording of Sample Installation: Note and preserve the notation of any area constituting a sample installation, but remove the notation at the final clean-up of the project.

1.5.2.4.3 Comparison Sample

Samples Showing Range of Variation: Where variations in color, finish, pattern, or texture are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range. Mark each unit to describe its relation to the range of the variation.

When color, texture, or pattern is specified by naming a particular manufacturer and style, include one sample of that manufacturer and style, for comparison.

1.5.2.5 Format of SD-05 Design Data

Provide design data and certificates on as a complete volume in electronic PDF format.

1.5.2.6 Format of SD-06 Test Reports

Provide reports as a complete volume in electronic PDF format.

By prominent notation, indicate each report in the submittal. Indicate the specification number and paragraph number to which each report pertains.

1.5.2.7 Format of SD-07 Certificates

Provide design data and certificates as a complete volume in electronic PDF format.

1.5.2.8 Format of SD-08 Manufacturer's Instructions

Present manufacturer's instructions submittals for each section as a complete volume in electronic PDF format. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on product data. Also include applicable federal, military, industry, and technical-society publication references. If supplemental information is needed to clarify the manufacturer's data, submit it as specified for SD-07 Certificates.

Submit the manufacturer's instructions before installation.

1.5.2.8.1 Standards

Where equipment or materials are specified to conform to industry or technical-society reference standards of such organizations as the American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), or Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

1.5.2.9 Format of SD-09 Manufacturer's Field Reports

Provide reports as a complete volume in electronic PDF format.

By prominent notation, indicate each report in the submittal. Indicate the specification number and paragraph number to which each report pertains.

1.5.2.10 Format of SD-11 Closeout Submittals

When the submittal includes a document that is to be used in the project or is to become part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document itself, but to a separate sheet accompanying the document.

Provide data in the unit of measure used in the contract documents.

1.5.3 Source Drawings for Shop Drawings

1.5.3.1 Source Drawings

The entire set of source drawing files (DWG) will not be provided to the Contractor. Request the specific Drawing Number for the preparation of shop drawings. Only those drawings requested to prepare shop drawings will be provided. These drawings are provided only after award.

1.5.3.2 Terms and Conditions

Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse is at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor must make no claim, and waives to the fullest extent permitted by law any claim or cause of action of any nature against the Government, its agents, or its subconsultants that may arise out of or in connection with the use of these electronic files. The Contractor must, to the

fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic source drawing files are not construction documents. Differences may exist between the source drawing files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic source drawing files, nor does it make representation to the compatibility of these files with the Contractor hardware or software. The Contractor is responsible for determining if any conflict exists. In the event that a conflict arises between the signed and sealed construction documents prepared by the Government and the furnished source drawing files, the signed and sealed construction documents govern. Use of these source drawing files does not relieve the Contractor of the duty to fully comply with the contract documents, including and without limitation the need to check, confirm and coordinate the work of all contractors for the project. If the Contractor uses, duplicates or modifies these electronic source drawing files for use in producing construction data related to this contract, remove all previous indication of ownership (seals, logos, signatures, initials and dates).

1.5.4 Electronic File Format

Provide submittals in electronic format, with the exception of material samples required for SD-04 Samples items. Compile the submittal file as a single, complete document, to include the Transmittal Form described within. Name the electronic submittal file specifically according to its contents, and coordinate the file naming convention with the Contracting Officer. Electronic files must be of sufficient quality that all information is legible. Use PDF as the electronic format, unless otherwise specified or directed by the Contracting Officer. Generate PDF files from original documents with bookmarks so that the text included in the PDF file is searchable and can be copied. If documents are scanned, optical character resolution (OCR) routines are required. Index and bookmark files exceeding 30 pages to allow efficient navigation of the file. When required, the electronic file must include a valid electronic signature or a scan of a signature.

E-mail electronic submittal documents smaller than 10MB to an e-mail address as directed by the Contracting Officer. Provide electronic documents over 10 MB on an optical disc or through an electronic file sharing system such as the AMRDEC SAFE Web Application located at the following website: <https://safe.amrdec.army.mil/safe/>.

1.6 QUANTITY OF SUBMITTALS

1.6.1 Number of SD-01 Preconstruction Submittal Copies

Unless otherwise specified, submit one electronic copy in PDF format of administrative submittals.

1.6.2 Number of SD-02 Shop Drawing Copies

Submit one electronic copy in PDF format of submittals of shop drawings requiring review and approval by a QC organization and requiring review and approval by the Contracting Officer.

1.6.3 Number of SD-03 Product Data Copies

Submit in compliance with quantity requirements specified for shop drawings.

1.6.4 Number of SD-04 Samples

- a. Submit two samples, or two sets of samples showing the range of variation, of each required item. One approved sample or set of samples will be retained by the approving authority and one will be returned to the Contractor.
- b. Submit one sample panel or provide one sample installation where directed. Include components listed in the technical section or as directed.
- c. Submit one sample installation, where directed.
- d. Submit one sample of nonsolid materials.

1.6.5 Number of SD-05 Design Data Copies

Submit in compliance with quantity requirements specified for shop drawings.

1.6.6 Number of SD-06 Test Report Copies

Submit in compliance with quantity and quality requirements specified for shop drawings, other than field test results that will be submitted with QC reports.

1.6.7 Number of SD-07 Certificate Copies

Submit in compliance with quantity requirements specified for shop drawings.

1.6.8 Number of SD-08 Manufacturer's Instructions Copies

Submit in compliance with quantity requirements specified for shop drawings.

1.6.9 Number of SD-09 Manufacturer's Field Report Copies

Submit in compliance with quantity and quality requirements specified for shop drawings other than field test results that will be submitted with QC reports.

1.6.10 Number of SD-10 Operation and Maintenance Data Copies

Submit three paper copies and one electronic copy in PDF format of O&M data to the Contracting Officer for review and approval.

1.6.11 Number of SD-11 Closeout Submittals Copies

Unless otherwise specified, submit three paper copy sets and one electronic copy in PDF format of administrative submittals.

1.7 INFORMATION ONLY SUBMITTALS

Submittals without a "G" designation must be certified by the QC manager

and submitted to the Contracting Officer for information-only. Approval of the Contracting Officer is not required on information only submittals. The Contracting Officer will mark "receipt acknowledged" on submittals for information and will return only the transmittal cover sheet to the Contractor. Normally, submittals for information only will not be returned. However, the Government reserves the right to return unsatisfactory submittals and require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.8 PROJECT SUBMITTAL REGISTER

A sample Project Submittal Register showing items of equipment and materials for when submittals are required by the specifications is provided as "Appendix A - Submittal Register."

1.8.1 Submittal Management

Prepare and maintain a submittal register, as the work progresses. Do not change data that is output in columns (c), (d), (e), and (f) as delivered by Government; retain data that is output in columns (a), (g), (h), and (i) as approved. As an attachment, provide a submittal register showing items of equipment and materials for which submittals are required by the specifications. This list may not be all-inclusive and additional submittals may be required. Maintain a submittal register for the project in accordance with Section 01 45 00.15 10 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE(RMS CM). The Government will provide the initial submittal register in electronic format with the following fields completed, to the extent that will be required by the Government during subsequent usage.

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD Number. and type, e.g., SD-02 Shop Drawings) required in each specification section.

Column (e): Lists one principal paragraph in each specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting the project requirements.

Thereafter, the Contractor is to track all submittals by maintaining a complete list, including completion of all data columns and all dates on which submittals are received by and returned by the Government.

1.8.2 Preconstruction Use of Submittal Register

Submit the submittal register. Include the QC plan and the project

schedule. Verify that all submittals required for the project are listed and add missing submittals. Coordinate and complete the following fields on the register submitted with the QC plan and the project schedule:

Column (a) Activity Number: Activity number from the project schedule.

Column (g) Contractor Submit Date: Scheduled date for the approving authority to receive submittals.

Column (h) Contractor Approval Date: Date that Contractor needs approval of submittal.

Column (i) Contractor Material: Date that Contractor needs material delivered to Contractor control.

1.8.3 Contractor Use of Submittal Register

Update the following fields in the Government-furnished submittal register program or equivalent fields in the program used by the Contractor with each submittal throughout the contract.

Column (b) Transmittal Number: List of consecutive, Contractor-assigned numbers.

Column (j) Action Code (k): Date of action used to record Contractor's review when forwarding submittals to QC.

Column (l) Date submittal transmitted.

Column (q) Date approval was received.

1.8.4 Approving Authority Use of Submittal Register

Update the following fields:

Column (b) Transmittal Number: List of consecutive, Contractor-assigned numbers.

Column (l) Date submittal was received.

Column (m) through (p) Dates of review actions.

Column (q) Date of return to Contractor.

1.8.5 Delivery of Copies

Submit an updated electronic copy of the submittal register to the Contracting Officer with each invoice request. Provide an updated Submittal Register monthly regardless of whether an invoice is submitted.

1.9 VARIATIONS

Variations from contract requirements require Contracting Officer approval pursuant to contract Clause FAR 52.236-21 Specifications and Drawings for Construction, and will be considered where advantageous to the Government.

1.9.1 Considering Variations

Discussion of variations with the Contracting Officer before submission of a variation submittal will help ensure that functional and quality requirements are met and minimize rejections and resubmittals.

Specifically point out variations from contract requirements in a variation submittal. Failure to point out variations may cause the Government to require rejection and removal of such work at no additional cost to the Government.

1.9.2 Proposing Variations

When proposing variation, deliver a submittal, clearly marked as a "VARIATION" to the Contracting Officer, with documentation illustrating the nature and features of the variation including any necessary technical submittals and why the variation is desirable and beneficial to Government. Include written analysis and approval by a registered engineer/architect reviewer(s), other than the QC manager, qualified in the discipline(s) being reviewed. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

The Contracting Officer will indicate an approval or disapproval of the variation request; and if not approved as submitted, will indicate the Government's reasons therefore. Any work done before such approval is received is performed at the Contractor's risk."

Specifically point out variations from contract requirements in a variation submittal. Failure to point out variations may cause the Government to require rejection and removal of such work at no additional cost to the Government.

Check the column "variation" of ENG Form 4025 for submittals that include variations proposed by the Contractor. Set forth in writing the reason for any variations and note such variations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted variations.

1.9.3 Warranting that Variations are Compatible

When delivering a variation for approval, the Contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.9.4 Review Schedule Extension

In addition to the normal submittal review period, a period of 14 calendar days will be allowed for the Government to consider submittals with variations.

1.10 SCHEDULING

Schedule and submit concurrently product data and shop drawings covering component items forming a system or items that are interrelated. Submit pertinent certifications at the same time. No delay damages or time extensions will be allowed for time lost in late submittals.

- a. Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. The Contractor is responsible for additional time required for Government reviews resulting from required resubmittals. The review period for each resubmittal is the same as for the initial submittal.
- b. Submittals required by the contract documents are listed on the submittal register. If a submittal is listed in the submittal register but does not pertain to the contract work, the Contractor is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the Contracting Officer does not relieve the Contractor of supplying submittals required by the contract documents but that have been omitted from the register or marked "N/A."
- c. Resubmit the submittal register and annotate it monthly with actual submission and approval dates. When all items on the register have been fully approved, no further resubmittal is required.

Contracting Officer review will be completed within seven calendar days after the date of submission.

1.11 GOVERNMENT APPROVING AUTHORITY

When the approving authority is the Contracting Officer, the Government will:

- a. Note the date on which the submittal was received.
- b. Review submittals for approval within the scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
- c. Identify returned submittals with one of the actions defined in paragraph REVIEW NOTATIONS and with comments and markings appropriate for the action indicated.

Upon completion of review of submittals requiring Government approval, stamp and date submittals. One copy of the submittal will be retained by the Contracting Officer and one copy of the submittal will be returned to the Contractor. If the Government performs a conformance review of other Designer of Record approved submittals, the submittals will be identified and returned, as described above.

1.11.1 Review Notations

Submittals will be returned to the Contractor with the following notations:

- a. Submittals marked "approved" or "accepted" authorize proceeding with the work covered.
- b. Submittals marked "approved as noted" or "approved, except as noted, resubmittal not required," authorize proceeding with the work covered provided that the Contractor takes no exception to the corrections.
- c. Submittals marked "not approved," "disapproved," or "revise and resubmit" indicate incomplete submittal or noncompliance with the contract requirements or design concept. Resubmit with appropriate changes. Do not proceed with work for this item until the resubmittal

is approved.

- d. Submittals marked "not reviewed" indicate that the submittal has been previously reviewed and approved, is not required, does not have evidence of being reviewed and approved by Contractor, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by Contractor or for being incomplete, with appropriate action, coordination, or change.
- e. Submittals marked "receipt acknowledged" indicate that submittals have been received by the Government. This applies only to "information-only submittals" as previously defined.

1.12 DISAPPROVED SUBMITTALS

Make corrections required by the Contracting Officer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications, give notice to the Contracting Officer as required under the FAR clause titled CHANGES. The Contractor is responsible for the dimensions and design of connection details and the construction of work. Failure to point out variations may cause the Government to require rejection and removal of such work at the Contractor's expense.

If changes are necessary to submittals, make such revisions and resubmit in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.13 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory. the design, general method of construction, materials, detailing, and other information appear to meet the Solicitation and Accepted Proposal.

Approval or acceptance by the Government for a submittal does not relieve the Contractor of the responsibility for meeting the contract requirements or for any error that may exist, because under the Quality Control (QC) requirements of this contract, the Contractor is responsible for ensuring information contained within each submittal accurately conforms with the requirements of the contract documents.

After submittals have been approved or accepted by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.14 APPROVED SAMPLES

Approval of a sample is only for the characteristics or use named in such approval and is not be construed to change or modify any contract requirements. Before submitting samples, provide assurance that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

Match the approved samples for materials and equipment incorporated in the work. If requested, approved samples, including those that may be damaged in testing, will be returned to the Contractor, at its expense, upon completion of the contract. Unapproved samples will also be returned to the Contractor at its expense, if so requested.

Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make as that material. The Government reserves the right to disapprove any material or equipment that has previously proved unsatisfactory in service.

Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for testing. Samples failing to meet contract requirements will automatically void previous approvals. Replace such materials or equipment to meet contract requirements.

1.15 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment for materials incorporated in the work will be made unless all required DOR approvals or required Government approvals have been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information-only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

1.16 STAMPS

Certify the submittal data as follows on Form ENG 4025: "I certify that the above submitted items had been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.

____NAME OF CONTRACTOR____SIGNATURE OF CONTRACTOR

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

SECTION 01 45 00.00 10

QUALITY CONTROL

11/16

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D3740 (2019) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E329 (2018) Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1110-1-12 (2006; Change 1) Engineering and Design -- Quality Management

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program. Include all associated costs in the applicable Bid Schedule item.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Contractor Quality Control (CQC) Plan; G

SD-06 Test Reports

Verification Statement

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Establish and maintain an effective quality control (QC) system that complies with FAR 52.246-12 Inspection of Construction. QC consist of plans, procedures, and organization necessary to produce an end product which complies with the Contract requirements. The QC system covers all construction operations, both onsite and offsite, and be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the Contract. In this context the highest level manager responsible for the overall construction activities at the site, including quality and production is the project superintendent. The project superintendent maintains a physical presence at the site at all times and is responsible for all construction and related activities at the site, except as otherwise acceptable to the Contracting Officer.

3.2 CONTRACTOR QUALITY CONTROL (CQC) PLAN

Submit no later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements FAR 52.246-12 Inspection of Construction. The Government will consider an interim plan for the first 15 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional work.

3.2.1 Content of the CQC Plan

Include, as a minimum, the following to cover all construction-operations, both onsite and offsite, including work by subcontractors fabricators, suppliers and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff will implement the three phase control system for all aspects of the work specified. Include a CQC System Manager that reports to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the Contract. Letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities will be issued by the CQC System Manager. Furnish copies of these letters to the Contracting Officer.

- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures must be in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by the Contracting Officer are required to be used.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. Establish verification procedures that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and is identified by different trades or disciplines, or it is work by the same trade in a different environment. Although each section of the specifications can generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in the Contractor Quality Control (CQC) Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, meet with the Contracting Officer and discuss the Contractor's quality control system. Submit the CQC Plan a minimum of 14 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details must be developed, including the forms for recording the CQC operations,, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government, signed by both the Contractor and the Contracting Officer and will become a part of the contract file. There can be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings or address deficiencies in the CQC system

or procedures which can require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a Safety and Health Manager, CQC System Manager, and sufficient number of additional qualified personnel to ensure safety and Contract compliance. The Safety and Health Manager reports directly to a senior project (or corporate) official independent from the CQC System Manager. The Safety and Health Manager will also serve as a member of the CQC Staff Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff maintains a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure Contract compliance. The CQC staff will be subject to acceptance by the Contracting Officer. Provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Promptly complete and furnish all letters, material submittals, shop drawing submittals, schedules and all other project documentation to the CQC organization. The CQC organization is responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

Identify as CQC System Manager an individual within the onsite work organization that is responsible for overall management of CQC and has the authority to act in all CQC matters for the Contractor. The CQC System Manager is required to be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 3 years construction experience on construction similar to this Contract. This CQC System Manager is on the site at all times during construction and is employed by the prime Contractor. The CQC System Manager is assigned as CQC System Manager but can have other duties as project superintendent in addition to quality control. Identify in the plan an alternate to serve in the event of the CQC System Manager's absence. The requirements for the alternate are the same as the CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: electrical and civil. These individuals or specialized technical companies are directly employed by the prime Contractor and can not be employed by a supplier or subcontractor on this project; be responsible to the CQC System Manager; be physically present at the construction site during work on the specialized personnel's areas of responsibility; have the necessary education or experience in accordance with the experience matrix listed herein. These individuals can perform other duties but need to be allowed sufficient time to perform the specialized personnel's assigned quality control duties as described in the Quality Control Plan. A single person can cover more than one area provided that the single person is qualified to perform quality control activities in each designated and that workload allows.

Experience Matrix	
Area	Qualifications
Civil	Graduate Civil Engineer or Construction Manager with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
Electrical	Graduate Electrical Engineer with 2 years related experience or person 5 years of experience supervising electrical features of work in the field with a construction company
Submittals	Submittal Clerk with 1 year experience

3.4.4 Additional Requirement

In addition to the above experience and education requirements, the Contractor Quality Control (CQC) System Manager and Alternate CQC System Manager are required to have completed the Construction Quality Management (CQM) for Contractors course. If the CQC System Manager does not have a current certification, obtain the CQM for Contractors course certification within 90 days of award. This course is periodically offered by the Naval Facilities Engineering Command and the Army Corps of Engineers. Contact the Contracting Officer for information on the next scheduled class.

The Construction Quality Management Training certificate expires after 5 years. If the CQC System Manager's certificate has expired, retake the course to remain current.

3.4.5 Organizational Changes

Maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, have to comply with the requirements in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization is responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

CQC is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control are required to be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase is performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase includes:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. Make available during the preparatory inspection a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field. Maintain and make available in the field for use by Government personnel until final acceptance of the work.
- b. Review of the Contract drawings.
- c. Check to assure that all materials and equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the Contract.
- f. Examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. Review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. Check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government needs to be notified at least 72 hours in advance of beginning the preparatory control phase. Include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. Document the results of the preparatory phase actions by separate minutes prepared by the CQC System Manager and attach to the daily CQC report. Instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase is accomplished at the beginning of a definable feature of work. Accomplish the following:

- a. Check work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify

required control inspection and testing are in compliance with the contract.

- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government needs to be notified at least 72 hours in advance of beginning the initial phase for definable feature of work. Prepare separate minutes of this phase by the CQC System Manager and attach to the daily CQC report. Indicate the exact location of initial phase for definable feature of work for future reference and comparison with follow-up phases.
- g. The initial phase for each definable feature of work is repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Perform daily checks to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. Record the checks in the CQC documentation. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Conduct additional preparatory and initial phases on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 COMPLETION INSPECTION

3.7.1 Punch-Out Inspection

Conduct an inspection of the work by the CQC System Manager near the end of the work, or any increment of the work established by a time stated in FAR 52.211-10 Commencement, Prosecution, and Completion of Work, or by the specifications. Prepare and include in the CQC documentation a punch list of items which do not conform to the approved drawings and specifications, as required by paragraph DOCUMENTATION. Include within the list of deficiencies the estimated date by which the deficiencies will be corrected. Make a second inspection the CQC System Manager or staff to ascertain that all deficiencies have been corrected. Once this is accomplished, notify the Government that the facility is ready for the Government Pre-Final inspection.

3.7.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. Ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Correct any items noted on the Pre-Final inspection in a timely manner. These inspections and any deficiency corrections required by this paragraph need to be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.7.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative is required to be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands can also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notify the Contracting Officer at least 14 days prior to the final acceptance inspection and include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the Contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance FAR 52.246-12 Inspection of Construction.

3.8 DOCUMENTATION

3.8.1 Quality Control Activities

Maintain current records providing factual evidence that required quality control activities and tests have been performed. Include in these records the work of subcontractors and suppliers on an acceptable form that includes, as a minimum, the following information:

- a. The name and area of responsibility of the Contractor/Subcontractor.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and control activities performed with results and references to specifications/drawings requirements. Identify the control phase (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with Contract reference, by whom, and action taken.

- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and specifications.

3.8.2 Verification Statement

Indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. Cover both conforming and deficient features and include a statement that equipment and materials incorporated in the work and workmanship comply with the Contract. Furnish the original and one copy of these records in report form to the Government daily within 48 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, prepare and submit one report for every 7 days of no work and on the last day of a no work period. All calendar days need to be accounted for throughout the life of the contract. The first report following a day of no work will be for that day only. Reports need to be signed and dated by the Contractor Quality Control (CQC) System Manager. Include copies of test reports and copies of reports prepared by all subordinate quality control personnel within the CQC System Manager Report.

3.9 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer can issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

SECTION 01 50 00

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

11/20

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C511 (2017) Reduced-Pressure Principle Backflow Prevention Assembly

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2020; ERTA 20-1 2020; ERTA 20-2 2020; TIA 20-1; TIA 20-2; TIA 20-3; TIA 20-4) National Electrical Code

NFPA 241 (2019) Standard for Safeguarding Construction, Alteration, and Demolition Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements Manual

U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA)

MUTCD (2009; Rev 2012) Manual on Uniform Traffic Control Devices

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Construction Site Plan; G

Traffic Control Plan; G

Haul Road Plan; G

Contractor Computer Cybersecurity Compliance Statements; G

Contractor Temporary Network Cybersecurity Compliance Statements; G

SD-06 Test Reports

Backflow Preventer Tests

SD-07 Certificates

Backflow Tester Certification

Backflow Preventers Certificate of Full Approval

1.3 CONSTRUCTION SITE PLAN

Prior to the start of work, submit for Government approval a site plan showing the locations and dimensions of temporary facilities (including layouts and details, equipment and material storage area (onsite and offsite), and access and haul routes, avenues of ingress/egress to the fenced area and details of the fence installation. Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of a supplemental or other staging area is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.

1.4 BACKFLOW PREVENTERS CERTIFICATE

1.4.1 Backflow Tester Certificate

Prior to testing, submit to the Contracting Officer certification issued by the State or local regulatory agency attesting that the backflow tester has successfully completed a certification course sponsored by the regulatory agency. Tester must not be affiliated with a company participating in other phases of this Contract.

1.4.2 Backflow Prevention Training Certificate

Submit a certificate recognized by the State or local authority that states the Contractor has completed at least 10 hours of training in backflow preventer installations. The certificate must be current.

1.5 DOD CONDITION OF READINESS (COR)

DOD will set the Condition of Readiness (COR) based on the weather forecast for sustained winds 50 knots (58 mph) or greater. Contact the Contracting Officer for the current COR setting.

Monitor weather conditions a minimum of twice a day and take appropriate actions according to the approved Emergency Plan in the accepted Accident Prevention Plan, EM 385-1-1 Section 01 Emergency Planning and the instructions below.

Unless otherwise directed by the Contracting Officer, comply with:

- a. Condition FOUR (Sustained winds of 58 mph or greater expected within 72 hours): Normal daily jobsite cleanup and good housekeeping practices. Collect and store in piles or containers scrap lumber, waste material, and rubbish for removal and disposal at the close of each work day. Maintain the construction site including storage areas, free of accumulation of debris. Stack form lumber in neat piles less than 3.3 feet high. Remove all debris, trash, or objects that could become missile hazards. Review requirements pertaining to "Condition THREE" and continue action as necessary to attain "Condition FOUR" readiness. Contact Contracting Officer for weather and COR updates and completion of required actions.
- b. Condition THREE (Sustained winds of 58 mph or greater expected within 48 hours): Maintain "Condition FOUR" requirements and commence securing operations necessary for "Condition ONE" which cannot be completed within 18 hours. Cease all routine activities which might interfere with securing operations. Commence securing and stow all gear and portable equipment. Make preparations for securing buildings. Reinforce or remove formwork and scaffolding. Secure machinery, tools, equipment, materials, or remove from the jobsite. Expend every effort to clear all missile hazards and loose equipment from general base areas. Contact Contracting Officer for weather and COR updates and completion of required actions. Review requirements pertaining to "Condition TWO" and continue action as necessary to attain "Condition THREE" readiness.
- c. Condition TWO (Sustained winds of 58 mph or greater expected within 24 hours): Secure the jobsite, and leave Government premises.
- d. Condition ONE. (Sustained winds of 58 mph or greater expected within 12 hours): Contractor access to the jobsite and Government premises is prohibited.

1.6 CYBERSECURITY DURING CONSTRUCTION

{For Reference Only: This subpart (and its subparts) relates to AC-18, SA-3, CCI-00258.} Meet the following requirements throughout the construction process.

1.6.1 Contractor Computer Equipment

Contractor owned computers may be used for construction. When used, contractor computers must meet the following requirements:

1.6.1.1 Operating System

The operating system must be an operating system currently supported by the manufacturer of the operating system. The operating system must be current on security patches and operating system manufacturer required updates.

1.6.1.2 Anti-Malware Software

The computer must run anti-malware software from a reputable software manufacturer. Anti-malware software must be a version currently supported by the software manufacturer, must be current on all patches and updates, and must use the latest definitions file. All computers used on this project must be scanned using the installed software at least once per day.

1.6.1.3 Passwords and Passphrases

The passwords and passphrases for all computers must be changed from their default values. Passwords must be a minimum of eight characters with a minimum of one uppercase letter, one lowercase letter, one number and one special character.

1.6.1.4 Contractor Computer Cybersecurity Compliance Statements

Provide a single submittal containing completed Contractor Computer Cybersecurity Compliance Statements for each company using contractor owned computers. Contractor Computer Cybersecurity Compliance Statements must use the template published at <http://www.wbdg.org/ffc/dod/unified-facilities-guide-specifications-ufgs/forms-graphics-tables>. Each Statement must be signed by a cybersecurity representative for the relevant company.

1.6.2 Temporary IP Networks

Temporary contractor-installed IP networks may be used during construction. When used, temporary contractor-installed IP networks must meet the following requirements:

1.6.2.1 Network Boundaries and Connections

The network must not extend outside the project site and must not connect to any IP network other than IP networks provided under this project or Government furnished IP networks provided for this purpose. Any and all network access from outside the project site is prohibited.

1.6.3 Government Access to Network

Government personnel must be allowed to have complete and immediate access to the network at any time in order to verify compliance with this specification.

1.6.4 Temporary Wireless IP Networks

In addition to the other requirements on temporary IP networks, temporary wireless IP (WiFi) networks must not interfere with existing wireless network and must use WPA2 security. Network names (SSID) for wireless networks must be changed from their default values.

1.6.5 Passwords and Passphrases

The passwords and passphrases for all network devices and network access must be changed from their default values. Passwords must be a minimum 8 characters with a minimum of one uppercase letter, one lowercase letter, one number and one special character.

1.6.6 Contractor Temporary Network Cybersecurity Compliance Statements

Provide a single submittal containing completed Contractor Temporary Network Cybersecurity Compliance Statements for each company implementing a temporary IP network. Contractor Temporary Network Cybersecurity Compliance Statements must use the template published at <http://www.wbdg.org/ffc/dod/unified-facilities-guide-specifications-ufgs/forms-graphics-tables>. Each Statement must be signed by a cybersecurity

representative for the relevant company. If no temporary IP networks will be used, provide a single copy of the Statement indicating this.

PART 2 PRODUCTS

2.1 TEMPORARY SIGNAGE

2.1.1 Bulletin Board

Prior to the commencement of work activities, provide a clear weatherproof covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the Contract, Wage Rate Information poster, Safety and Health Information as required by EM 385-1-1 Section 01 and other information approved by the Contracting Officer. Locate the bulletin board at the project site in a conspicuous place easily accessible to all employees, and in location as approved by the Contracting Officer.

2.1.2 Project Identification Signs

The requirements for the signs, their content, and location are as specified in Section 01 58 00 PROJECT IDENTIFICATION. Erect signs within 15 days after receipt of the notice to proceed. Correct the data required by the safety sign daily, with light colored metallic or non-metallic numerals.

2.1.3 Warning Signs

Post temporary signs, tags, and labels to give workers and the public adequate warning and caution of construction hazards according to the EM 385-1-1 Section 04. Attach signs to the perimeter fencing every 150 feet warning the public of the presence of construction hazards. Signs must require unauthorized persons to keep out of the construction site. Correct the data required by safety signs daily. Post signs at all points of entry designating the construction site as a hard hat area.

2.2 TEMPORARY TRAFFIC CONTROL

2.2.1 Haul Roads

Construct access and haul roads necessary for proper prosecution of the work under this Contract in accordance with EM 385-1-1 Section 04. Construct with suitable grades and widths; avoid sharp curves, blind corners, and dangerous cross traffic. Submit haul road plan for approval. Provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, must be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and haul roads are subject to approval by the Contracting Officer. Lighting must be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations.

2.2.2 Barricades

Erect and maintain temporary barricades to limit public access to hazardous areas. Barricades are required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction

activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Securely place barricades clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

2.3 FENCING

Provide fencing along the construction site and at all open excavations and tunnels to control access by unauthorized personnel. Safety fencing must be highly visible to be seen by pedestrians and vehicular traffic. All fencing must meet the requirements of EM 385-1-1. Remove the fence upon completion and acceptance of the work.

To block public view of the construction, enclose the project work area and Contractor lay-down area with a 8 ft high shadow-box type, wooden fence and gates.

2.3.1 Polyethylene Mesh Safety Fencing

Temporary safety fencing must be a high visibility orange colored, high density polyethylene grid, a minimum of 48 inches high and maximum mesh size of 2 inches. Fencing must extend from the grade to a minimum of 48 inches above the grade and be tightly secured to T-posts spaced as necessary to maintain a rigid and taut fence. Fencing must remain rigid and taut with a minimum of 200 pounds of force exerted on it from any direction with less than 4 inches of deflection.

2.3.2 Chain Link Panel Fencing

Temporary panel fencing must be galvanized steel chain link panels 8 feet high. Multiple fencing panels may be linked together at the bases to form long spans as needed. Each panel base must be weighted down using sand bags or other suitable materials in order for the fencing to withstand anticipated winds while remaining upright. Fencing must remain rigid and taut with a minimum of 200 pounds of force exerted on it from any direction with less than 4 inches of deflection.

2.3.3 Post-Driven Chain Link Fencing

Temporary post-driven fencing must be galvanized chain link fencing 8 feet high supported by an tightly secured to galvanized steel posts driven below grade. Fence posts must be located on minimum 10 foot centers. Posts may be set in various surfaces such as sand, soil, asphalt or concrete as necessary. Chain link fencing must remain rigid and taut with a minimum of 200 pounds of force exerted on it from any direction with less than 4 inches of deflection. Completely remove fencing and posts at the completion of construction and restore surfaces disturbed or damaged to its original condition. Locate and identify underground utilities prior to setting fence posts. Equip fence with a lockable gate. Gate must remain locked when construction personnel are not present.

2.4 TEMPORARY WIRING

Provide temporary wiring in accordance with EM 385-1-1 Section 11, NFPA 241 and NFPA 70. Include monthly inspection and testing of all equipment and apparatus.

2.5 BACKFLOW PREVENTERS

Certificate of Full Approval from FCCCHR List, University of Southern California, attesting that the design, size and make of each backflow preventer has satisfactorily passed the complete sequence of performance testing and evaluation for the respective level of approval. Certificate of Provisional Approval is not acceptable.

Reduced pressure principle type conforming to the applicable requirements AWWA C511. Provide backflow preventers complete with 150 pound flanged ductile iron, mounted gate valve and strainer, 304 stainless steel or bronze, internal parts.

PART 3 EXECUTION

3.1 EMPLOYEE PARKING

Construction Contract employees must park privately owned vehicles in an area designated by the Contracting Officer. Employee parking must not interfere with existing and established parking requirements of the Government installation.

3.2 AVAILABILITY AND USE OF UTILITY SERVICES

3.2.1 Temporary Utilities

Provide temporary utilities required for construction. Materials may be new or used, must be adequate for the required usage, not create unsafe conditions, and not violate applicable codes and standards.

3.2.2 Payment for Utility Services

- a. The Government will make all reasonably required utilities available from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed will be charged to or paid at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. Carefully conserve utilities furnished without charge.
- b. Reasonable amounts of the following utilities will be made available at the prevailing rates.
- c. The point at which the Government will deliver such utilities or services and the quantity available must be coordinated with the Contracting Officer. Pay all costs incurred in connecting, converting, and transferring the utilities to the work. Make connections, including providing backflow-preventing devices on connections to domestic water lines; providing meters; and providing transformers; and make disconnections.
- d. The Contractor must provide their own utilities.

3.2.3 Meters and Temporary Connections

Provide and maintain necessary temporary connections, distribution lines, and meter bases (Government will provide meters) required to measure the amount of each utility used for the purpose of determining charges. Notify the Contracting Officer, in writing, 5 working days before final electrical

connection is desired so that a utilities contract can be established. The Government will provide a meter and make the final hot connection after inspection and approval of the Contractor's temporary wiring installation. Do not make the final electrical connection.

3.2.4 Advance Deposit

An advance deposit for utilities consisting of an estimated month's usage or a minimum of \$50.00 will be required. The last monthly bills for the fiscal year will normally be offset by the deposit and adjustments will be billed or returned as appropriate. Services to be rendered for the next fiscal year, beginning 1 October, will require a new deposit. Notification of the due date for this deposit will be mailed prior to the end of the current fiscal year.

3.2.5 Final Meter Reading

Before completion of the work and final acceptance of the work by the Government, notify the Contracting Officer, in writing, 5 working days before termination is desired. The Government will take a final meter reading, disconnect service, and remove the meters. Then remove all the temporary distribution lines, meter bases, and associated appurtenances. Pay all outstanding utility bills before final acceptance of the work by the Government.

3.2.6 Sanitation

Provide and maintain within the construction area minimum field-type sanitary facilities in accordance with EM 385-1-1 Section 02. Locate the facilities behind the construction fence or out of the public view. Clean units and empty wastes at least once a week or more frequently into a municipal, district, or station sanitary sewage system, or remove waste to a commercial facility. Obtain approval from the system owner prior to discharge into a municipal, district, or commercial sanitary sewer system. Penalties or fines associated with improper discharge will be the responsibility of the Contractor. Coordinate with the Contracting Officer and follow station regulations and procedures when discharging into the station sanitary sewer system. Maintain these conveniences at all times. Include provisions for pest control and elimination of odors. Government toilet facilities will not be available to Contractor's personnel.

3.2.7 Telephone

Make arrangements and pay all costs for telephone facilities desired.

3.2.8 Fire Protection

Provide temporary fire protection equipment for the protection of personnel and property during construction. Remove debris and flammable materials daily to minimize potential hazards.

3.3 STATION OPERATION AFFECT ON CONTRACTOR OPERATIONS

3.3.1 Restricted Access Areas

The Government will monitor work in areas indicated. Notify Contracting Officer at least 14 calendar days prior to starting work in these areas.

3.4 TRAFFIC PROVISIONS

3.4.1 Maintenance of Traffic

- a. Conduct operations in a manner that will not close a thoroughfare or interfere with traffic on railways or highways except with written permission of the Contracting Officer at least 15 calendar days prior to the proposed modification date, and provide a Traffic Control Plan for Government approval detailing the proposed controls to traffic movement for approval. The plan must be in accordance with State and local regulations and the MUTCD, Part VI. Make all notifications and obtain all permits required for modification to traffic movements outside Station's jurisdiction. Contractor may move oversized and slow-moving vehicles to the worksite provided requirements of the highway authority have been met.
- b. Conduct work so as to minimize obstruction of traffic, and maintain traffic on at least half of the roadway width at all times. Obtain approval from the Contracting Officer prior to starting any activity that will obstruct traffic.
- c. Provide, erect, and maintain, at Contractor's expense, lights, barriers, signals, passageways, detours, and other items, that may be required by the Life Safety Signage, overhead protection authority having jurisdiction.
- d. Provide cones, signs, barricades, lights, or other traffic control devices and personnel required to control traffic. Do not use foil-backed material for temporary pavement marking because of its potential to conduct electricity during accidents involving downed power lines.

3.4.2 Protection of Traffic

Maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment the work, and the erection and maintenance of adequate warning, danger, and direction signs, will be as required by the State and local authorities having jurisdiction. Provide self-illuminated (lighted) barricades during hours of darkness. Brightly-colored (orange) vests are required for all personnel working in roadways. Protect the traveling public from damage to person and property. Minimize the interference with public traffic on roads selected for hauling material to and from the site. Investigate the adequacy of existing roads and their allowable load limit. Contractor is responsible for the repair of damage to roads caused by construction operations.

3.4.3 Rush Hour Restrictions

Do not interfere with the peak traffic flows preceding and during normal operations without notification to and approval by the Contracting Officer.

3.4.4 Dust Control

Dust control methods and procedures must be approved by the Contracting Officer. Coordinate dust control methods with 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS.

3.5 REDUCED PRESSURE BACKFLOW PREVENTERS

Provide an approved reduced pressure backflow prevention assembly at each location where the Contractor taps into the Government potable water supply.

Perform backflow preventer tests using test equipment, procedures, and certification forms conforming to those outlined in the latest edition of the Manual of Cross-Connection Control published by the FCCCHR Manual. Test and tag each reduced pressure backflow preventer upon initial installation (prior to continued water use) and monthly thereafter. Tag must contain the following information: make, model, serial number, dates of tests, results, maintenance performed, and signature of tester. Record test results on certification forms conforming to requirements cited earlier in this paragraph.

3.6 CONTRACTOR'S TEMPORARY FACILITIES

Contractor-owned or -leased trailers must be identified by Government assigned numbers. Apply the number to the trailer within 14 calendar days of notification, or sooner, if directed by the Government. Temporary facilities must meet requirements as identified in EM 385-1-1 Section 04.

Contractor is responsible for security of their property. Provide adequate outside security lighting at the temporary facilities. Trailers must be anchored to resist high winds and meet applicable state or local standards for anchoring mobile trailers. Coordinate anchoring with EM 385-1-1 Section 04. The Contract Clause entitled "FAR 52.236-10, Operations and Storage Areas" and the following apply:

3.6.1 Administrative Field Offices

Provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

In the event a new building is constructed for the temporary project field office, it must be a minimum 12 feet in width, 16 feet in length and have a minimum of 7 feet headroom. Equip the building with approved electrical wiring, at least one double convenience outlet and the required switches and fuses to provide 110-120 volt power. Provide a work table with stool, desk with chair, two additional chairs, and one legal size file cabinet that can be locked. The building must be waterproof, supplied with a heater, have a minimum of two doors, electric lights, a telephone, a battery-operated smoke detector alarm, a sufficient number of adjustable windows for adequate light and ventilation, and a supply of approved drinking water. Provide approved sanitary facilities. Screen the windows and doors and provide the doors with deadbolt type locking devices or a padlock and heavy-duty hasp bolted to the door. Door hinge pins must be non-removable. Arrange the windows to open and to be securely fastened from the inside. Protect glass panels in windows by bars or heavy mesh screens to prevent easy access. In warm weather, provide air conditioning capable of maintaining the office at 50 percent relative humidity and a room temperature 20 degrees F below the outside temperature when the outside temperature is 95 degrees F. Unless otherwise directed by the Contracting Officer, remove the building from the site upon completion and acceptance of the work.

3.6.2 Storage Area

Construct a temporary 6 foot high chain link fence around trailers and materials. Include plastic strip inserts, colored brown, so that

visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Do not place or store trailers, materials, or equipment outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site but within the installation boundaries. Trailers, equipment, or materials must not be open to public view with the exception of those items which are in support of ongoing work on the current day. Do not stockpile materials outside the fence in preparation for the next day's work. Park mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment within the fenced area at the end of each work day.

Keep fencing in a state of good repair and proper alignment. Grassed or unpaved areas, which are not established roadways, and will be traversed with construction equipment or other vehicles, must be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways, should the Contractor elect to traverse them with construction equipment or other vehicles. Mow and maintain grass located within the boundaries of the construction site for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers must be edged or trimmed neatly.

3.6.3 Supplemental Storage Area

Upon request, and pending availability, the Contracting Officer will designate another or supplemental area for the use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but will be within the installation boundaries. Maintain the area in a clean and orderly fashion and secured if needed to protect supplies and equipment. Utilities will not be provided to this area by the Government.

3.6.4 Appearance of Trailers

- a. Trailers must be roadworthy and comply with all appropriate state and local vehicle requirements. Trailers which are rusted, have peeling paint or are otherwise in need of repair will not be allowed on Installation property. Trailers must present a clean and neat exterior appearance and be in a state of good repair.
- b. Maintain the temporary facilities. Failure to do so will be sufficient reason to require their removal at the Contractor's expense.

3.6.5 Safety Systems

Protect the integrity of all installed safety systems or personnel safety devices. Obtain prior approval from the Contracting Officer if entrance into systems serving safety devices is required. If it is temporarily necessary to remove or disable personnel safety devices in order to accomplish Contract requirements, provide alternative means of protection prior to removing or disabling any permanently installed safety devices or equipment and obtain approval from the Contracting Officer.

3.6.6 Weather Protection of Temporary Facilities and Stored Materials

Take necessary precautions to ensure that roof openings and other critical openings in the building are monitored carefully. Take immediate actions required to seal off such openings when rain or other detrimental weather is imminent, and at the end of each workday. Ensure that the openings are

completely sealed off to protect materials and equipment in the building from damage.

3.6.6.1 Building and Site Storm Protection

When a warning of gale force winds is issued, take precautions to minimize danger to persons, and protect the work and nearby Government property. Precautions must include, but are not limited to, closing openings; removing loose materials, tools and equipment from exposed locations; and removing or securing scaffolding and other temporary work. Close openings in the work when storms of lesser intensity pose a threat to the work or any nearby Government property.

3.7 PLANT COMMUNICATIONS

Whenever the individual elements of the plant are located so that operation by normal voice between these elements is not satisfactory, install a satisfactory means of communication, such as telephone or other suitable devices and make available for use by Government personnel.

3.8 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, furnish and erect temporary project safety fencing at the work site. Maintain the safety fencing during the life of the Contract and, upon completion and acceptance of the work, remove from the work site.

3.9 CLEANUP

Remove construction debris, waste materials, packaging material and the like from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways must be cleaned away. Store all salvageable materials resulting from demolition activities within the fenced area described above or at the supplemental storage area. Neatly stack stored materials not in trailers, whether new or salvaged.

3.10 RESTORATION OF STORAGE AREA

Upon completion of the project remove the bulletin board, signs, barricades, haul roads, and all other temporary products from the site. After removal of trailers, materials, and equipment from within the fenced area, remove the fence. Restore areas used during the performance of the Contract to the original or better condition. Remove gravel used to traverse grassed areas and restore the area to its original condition, including top soil and seeding as necessary.

3.11 ATTACHMENTS

Attachment A: Construction Site BMP Checklist
Attachment B: HazMat Inventory
Attachment C: Spill Report Form
Attachment D: Emergency Contacts

-- End of Section --

SECTION 01 57 19

TEMPORARY ENVIRONMENTAL CONTROLS

11/15

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA SW-846	(Third Edition; Update IV) Test Methods for Evaluating Solid Waste: Physical/Chemical Methods

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.120	Hazardous Waste Operations and Emergency Response
29 CFR 1910.1053	Respirable Crystalline Silica
29 CFR 1926.1153	Respirable Crystalline Silica
40 CFR 50	National Primary and Secondary Ambient Air Quality Standards
40 CFR 60	Standards of Performance for New Stationary Sources
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 63	National Emission Standards for Hazardous Air Pollutants for Source Categories
40 CFR 64	Compliance Assurance Monitoring
40 CFR 112	Oil Pollution Prevention
40 CFR 122.26	Storm Water Discharges (Applicable to State NPDES Programs, see section 123.25)
40 CFR 152	Pesticide Registration and Classification Procedures
40 CFR 152 - 186	Pesticide Programs
40 CFR 241	Guidelines for Disposal of Solid Waste
40 CFR 243	Guidelines for the Storage and Collection of Residential, Commercial, and

	Institutional Solid Waste
40 CFR 258	Subtitle D Landfill Requirements
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 261.7	Residues of Hazardous Waste in Empty Containers
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 262.31	Standards Applicable to Generators of Hazardous Waste-Labeling
40 CFR 262.34	Standards Applicable to Generators of Hazardous Waste-Accumulation Time
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 266	Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities
40 CFR 268	Land Disposal Restrictions
40 CFR 273	Standards for Universal Waste Management
40 CFR 273.2	Standards for Universal Waste Management - Batteries
40 CFR 273.3	Standards for Universal Waste Management - Pesticides
40 CFR 273.4	Standards for Universal Waste Management - Mercury Containing Equipment
40 CFR 273.5	Standards for Universal Waste Management - Lamps
40 CFR 279	Standards for the Management of Used Oil
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan

40 CFR 300.125	National Oil and Hazardous Substances Pollution Contingency Plan - Notification and Communications
40 CFR 355	Emergency Planning and Notification
40 CFR 403	General Pretreatment Regulations for Existing and New Sources of Pollution
40 CFR 745	Lead-Based Paint Poisoning Prevention in Certain Residential Structures
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
49 CFR 172.101	Hazardous Material Regulation-Purpose and Use of Hazardous Material Table
49 CFR 173	Shippers - General Requirements for Shipments and Packagings
49 CFR 178	Specifications for Packagings

1.2 DEFINITIONS

1.2.1 Class I and II Ozone Depleting Substance (ODS)

Class I ODS is defined in Section 602(a) of The Clean Air Act. A list of Class I ODS can be found on the EPA website at the following weblink.
<https://www.epa.gov/ozone-layer-protection/ozone-depleting-substances>.

Class II ODS is defined in Section 602(s) of The Clean Air Act. A list of Class II ODS can be found on the EPA website at the following weblink.
<https://www.epa.gov/ozone-layer-protection/ozone-depleting-substances>.

1.2.2 Contractor Generated Hazardous Waste

Contractor generated hazardous waste is materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene), waste thinners, excess paints, excess solvents, waste solvents, excess pesticides, and contaminated pesticide equipment rinse water.

1.2.3 Electronics Waste

Electronics waste is discarded electronic devices intended for salvage, recycling, or disposal.

1.2.4 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally or historically.

1.2.5 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.6 Hazardous Debris

As defined in paragraph SOLID WASTE, debris that contains listed hazardous waste (either on the debris surface, or in its interstices, such as pore structure) in accordance with 40 CFR 261. Hazardous debris also includes debris that exhibits a characteristic of hazardous waste in accordance with 40 CFR 261.

1.2.7 Hazardous Materials

Hazardous materials as defined in 49 CFR 171 and listed in 49 CFR 172.

Hazardous material is any material that: Is regulated as a hazardous material in accordance with 49 CFR 173; or requires a Safety Data Sheet (SDS) in accordance with 29 CFR 1910.120; or during end use, treatment, handling, packaging, storage, transportation, or disposal meets or has components that meet or have potential to meet the definition of a hazardous waste as defined by 40 CFR 261 Subparts A, B, C, or D. Designation of a material by this definition, when separately regulated or controlled by other sections or directives, does not eliminate the need for adherence to that hazard-specific guidance which takes precedence over this section for "control" purposes. Such material includes ammunition, weapons, explosive actuated devices, propellants, pyrotechnics, chemical and biological warfare materials, medical and pharmaceutical supplies, medical waste and infectious materials, bulk fuels, radioactive materials, and other materials such as asbestos, mercury, and polychlorinated biphenyls (PCBs).

1.2.8 Hazardous Waste

Hazardous Waste is any material that meets the definition of a solid waste and exhibit a hazardous characteristic (ignitability, corrosivity, reactivity, or toxicity) as specified in 40 CFR 261, Subpart C, or contains a listed hazardous waste as identified in 40 CFR 261, Subpart D.

1.2.9 Land Application

Land Application means spreading or spraying discharge water at a rate that allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" must occur. Comply with federal, state, and local laws and regulations.

1.2.10 Municipal Separate Storm Sewer System (MS4) Permit

MS4 permits are those held by installations to obtain NPDES permit coverage for their stormwater discharges.

1.2.11 National Pollutant Discharge Elimination System (NPDES)

The NPDES permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States.

1.2.12 Oily Waste

Oily waste are those materials that are, or were, mixed with Petroleum, Oils, and Lubricants (POLs) and have become separated from that POLs. Oily wastes also means materials, including wastewaters, centrifuge solids, filter residues or sludges, bottom sediments, tank bottoms, and sorbents which have come into contact with and have been contaminated by, POLs and may be appropriately tested and discarded in a manner which is in compliance with other state and local requirements.

This definition includes materials such as oily rags, "kitty litter" sorbent clay and organic sorbent material. These materials may be land filled provided that: It is not prohibited in other state regulations or local ordinances; the amount generated is "de minimus" (a small amount); it is the result of minor leaks or spills resulting from normal process operations; and free-flowing oil has been removed to the practicable extent possible. Large quantities of this material, generated as a result of a major spill or in lieu of proper maintenance of the processing equipment, are a solid waste. As a solid waste, perform a hazardous waste determination prior to disposal. As this can be an expensive process, it is recommended that this type of waste be minimized through good housekeeping practices and employee education.

1.2.13 Regulated Waste

Regulated waste are solid wastes that have specific additional federal, state, or local controls for handling, storage, or disposal.

1.2.14 Sediment

Sediment is soil and other debris that have eroded and have been transported by runoff water or wind.

1.2.15 Solid Waste

Solid waste is a solid, liquid, semi-solid or contained gaseous waste. A solid waste can be a hazardous waste, non-hazardous waste, or non-Resource Conservation and Recovery Act (RCRA) regulated waste. Types of solid waste typically generated at construction sites may include:

1.2.15.1 Debris

Debris is non-hazardous solid material generated during the construction, demolition, or renovation of a structure that exceeds 2.5-inch particle size that is: a manufactured object; plant or animal matter; or natural geologic material (for example, cobbles and boulders), broken or removed concrete, masonry, and rock asphalt paving; ceramics; roofing paper and shingles. Inert materials may be reinforced with or contain ferrous wire, rods, accessories and weldments. A mixture of debris and other material such as soil or sludge is also subject to regulation as debris if the mixture is comprised primarily of debris by volume, based on visual inspection.

1.2.15.2 Green Waste

Green waste is the vegetative matter from landscaping, land clearing and grubbing, including, but not limited to, grass, bushes, scrubs, small trees and saplings, tree stumps and plant roots. Marketable trees, grasses and plants that are indicated to remain, be re-located, or be re-used are not included.

1.2.15.3 Material Not Regulated As Solid Waste

Material not regulated as solid waste is nuclear source or byproduct materials regulated under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; and fluids or wastes associated with natural gas or crude oil exploration or production.

1.2.15.4 Non-Hazardous Waste

Non-hazardous waste is waste that is excluded from, or does not meet, hazardous waste criteria in accordance with 40 CFR 263.

1.2.15.5 Recyclables

Recyclables are materials, equipment and assemblies such as doors, windows, door and window frames, plumbing fixtures, glazing and mirrors that are recovered and sold as recyclable, wiring, insulated/non-insulated copper wire cable, wire rope, and structural components. It also includes commercial-grade refrigeration equipment with Freon removed, household appliances where the basic material content is metal, clean polyethylene terephthalate bottles, cooking oil, used fuel oil, textiles, high-grade paper products and corrugated cardboard, stackable pallets in good condition, clean crating material, and clean rubber/vehicle tires. Metal meeting the definition of lead contaminated or lead based paint contaminated may not be included as recyclable if sold to a scrap metal company. Paint cans that meet the definition of empty containers in accordance with 40 CFR 261.7 may be included as recyclable if sold to a scrap metal company.

1.2.15.6 Surplus Soil

Surplus soil is existing soil that is in excess of what is required for this work, including aggregates intended, but not used, for on-site mixing of concrete, mortars, and paving. Contaminated soil meeting the definition of hazardous material or hazardous waste is not included and must be managed in accordance with paragraph HAZARDOUS MATERIAL MANAGEMENT.

1.2.15.7 Scrap Metal

This includes scrap and excess ferrous and non-ferrous metals such as reinforcing steel, structural shapes, pipe, and wire that are recovered or collected and disposed of as scrap. Scrap metal meeting the definition of hazardous material or hazardous waste is not included.

1.2.15.8 Wood

Wood is dimension and non-dimension lumber, plywood, chipboard, hardboard. Treated or painted wood that meets the definition of lead contaminated or lead based contaminated paint is not included. Treated wood includes, but is not limited to, lumber, utility poles, crossties, and other wood products with chemical treatment.

1.2.16 Surface Discharge

Surface discharge means discharge of water into drainage ditches, storm sewers, creeks or "waters of the United States". Surface discharges are discrete, identifiable sources and require a permit from the governing agency. Comply with federal, state, and local laws and regulations.

1.2.17 Wastewater

Wastewater is the used water and solids from a community that flow to a treatment plant.

1.2.17.1 Stormwater

Stormwater is any precipitation in an urban or suburban area that does not evaporate or soak into the ground, but instead collects and flows into storm drains, rivers, and streams.

1.2.18 Waters of the United States

Waters of the United States means Federally jurisdictional waters, including wetlands, that are subject to regulation under Section 404 of the Clean Water Act or navigable waters, as defined under the Rivers and Harbors Act.

1.2.19 Wetlands

Wetlands are those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

1.2.20 Universal Waste

The universal waste regulations streamline collection requirements for certain hazardous wastes in the following categories: batteries, pesticides, mercury-containing equipment (for example, thermostats), and lamps (for example, fluorescent bulbs). The rule is designed to reduce hazardous waste in the municipal solid waste (MSW) stream by making it easier for universal waste handlers to collect these items and send them for recycling or proper disposal. These regulations can be found at 40 CFR 273.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Preconstruction Survey

Solid Waste Management Permit; G

Regulatory Notifications; G

Environmental Protection Plan; G

Stormwater Notice of Intent (for NPDES coverage under the general permit for construction activities); G

Dirt and Dust Control Plan; G

Employee Training Records; G

Environmental Manager Qualifications; G

SD-06 Test Reports

Laboratory Analysis

Inspection Reports

Monthly Solid Waste Disposal Report; G

SD-07 Certificates

Certificate of Competency

Erosion and Sediment Control Inspector Qualifications

SD-11 Closeout Submittals

Waste Determination Documentation; G

Disposal Documentation for Hazardous and Regulated Waste; G

Assembled Employee Training Records; G

Project Solid Waste Disposal Documentation Report; G

Hazardous Waste/Debris Management; G

Regulatory Notifications; G

Sales Documentation; G

Contractor Certification

As-Built Topographic Survey

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution that develops during construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire duration of this Contract. Comply with federal, state, and local regulations pertaining to the environment, including water, air, solid waste, hazardous waste and substances, oily substances, and noise pollution.

Tests and procedures assessing whether construction operations comply with Applicable Environmental Laws may be required. Analytical work must be performed by qualified laboratories; and where required by law, the laboratories must be certified.

1.4.1 Conformance with the Environmental Management System

Perform work under this contract consistent with the policy and objectives identified in the installation's Environmental Management System (EMS). Perform work in a manner that conforms to objectives and targets of the environmental programs and operational controls identified by the EMS. Support Government personnel when environmental compliance and EMS audits are conducted by escorting auditors at the Project site, answering questions, and providing proof of records being maintained. Provide monitoring and measurement information as necessary to address environmental performance relative to environmental, energy, and transportation management goals. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, take corrective and preventative actions. In addition, employees must be aware of their roles and responsibilities under the installation EMS and of how these EMS roles and responsibilities affect work performed under the contract.

Coordinate with the installation's EMS coordinator to identify training needs associated with environmental aspects and the EMS, and arrange training or take other action to meet these needs. Provide training documentation to the Contracting Officer. The Installation Environmental Office will retain associated environmental compliance records. Make EMS Awareness training completion certificates available to Government auditors during EMS audits and include the certificates in the Employee Training Records. See paragraph EMPLOYEE TRAINING RECORDS.

1.5 QUALITY ASSURANCE

1.5.1 Preconstruction Survey and Protection of Features

This paragraph supplements the Contract Clause PROTECTION OF EXISTING

VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any onsite construction activities, perform a Preconstruction Survey of the project site with the Contracting Officer, and take photographs showing existing environmental conditions in and adjacent to the site. Submit a report for the record. Include in the report a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. The Contractor and the Contracting Officer will sign this survey report upon mutual agreement regarding its accuracy and completeness. Protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference that their preservation may cause to the work under the Contract.

1.5.2 Regulatory Notifications

Provide regulatory notification requirements in accordance with federal, state and local regulations. In cases where the Government will also provide public notification (such as stormwater permitting), coordinate with the Contracting Officer. Submit copies of regulatory notifications to the Contracting Officer at least 14 days prior to commencement of work activities. Typically, regulatory notifications must be provided for the following (this listing is not all-inclusive): demolition, renovation, NPDES defined site work, construction, removal or use of a permitted air emissions source, and remediation of controlled substances (asbestos, hazardous waste, lead paint).

1.5.3 Environmental Brief

Attend an environmental brief to be included in the preconstruction meeting. Provide the following information: types, quantities, and use of hazardous materials that will be brought onto the installation; and types and quantities of wastes/wastewater that may be generated during the Contract. Discuss the results of the Preconstruction Survey at this time.

Prior to initiating any work on site, meet with the Contracting Officer and installation Environmental Office to discuss the proposed Environmental Protection Plan (EPP). Develop a mutual understanding relative to the details of environmental protection, including measures for protecting natural and cultural resources, required reports, required permits, permit requirements (such as mitigation measures), and other measures to be taken.

1.5.4 Non-Compliance Notifications

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with federal, state or local environmental laws or regulations, permits, and other elements of the Contractor's EPP. After receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. FAR 52.242-14 Suspension of Work provides that a suspension, delay, or interruption of work due to the fault or negligence of the Contractor allows for no adjustments to the contract for time extensions or equitable adjustments. In addition to a suspension of work, the Contracting Officer may use additional authorities under the contract or law.

1.6 ENVIRONMENTAL PROTECTION PLAN

The purpose of the EPP is to present an overview of known or potential environmental issues that must be considered and addressed during construction. Incorporate construction related objectives and targets from the installation's EMS into the EPP. Include in the EPP measures for protecting natural and cultural resources, required reports, and other measures to be taken. Meet with the Contracting Officer or Contracting Officer Representative to discuss the EPP and develop a mutual understanding relative to the details for environmental protection including measures for protecting natural resources, required reports, and other measures to be taken. Submit the EPP within 15 days after notice to proceed and not less than 10 days before the preconstruction meeting. Revise the EPP throughout the project to include any reporting requirements, changes in site conditions, or contract modifications that change the project scope of work in a way that could have an environmental impact. No requirement in this section will relieve the Contractor of any applicable federal, state, and local environmental protection laws and regulations. During Construction, identify, implement, and submit for approval any additional requirements to be included in the EPP. Maintain the current version onsite.

1.6.1 General Overview and Purpose

1.6.1.1 Descriptions

A brief description of each specific plan required by environmental permit or elsewhere in this Contract such as stormwater pollution prevention plan, spill control plan, solid waste management plan, contaminant prevention plan, a historical, archaeological, cultural resources, biological resources and wetlands plan, traffic control plan and Non-Hazardous Solid Waste Disposal Plan.

1.6.1.2 Duties

The duties and level of authority assigned to the person(s) on the job site who oversee environmental compliance, such as who is responsible for adherence to the EPP, who is responsible for spill cleanup and training personnel on spill response procedures, who is responsible for manifesting hazardous waste to be removed from the site (if applicable), and who is responsible for training the Contractor's environmental protection personnel.

1.6.1.3 Procedures

A copy of any standard or project-specific operating procedures that will be used to effectively manage and protect the environment on the project site.

1.6.1.4 Communications

Communication and training procedures that will be used to convey environmental management requirements to Contractor employees and subcontractors.

1.6.1.5 Contact Information

Emergency contact information contact information (office phone number, cell phone number, and e-mail address).

1.6.2 General Site Information

1.6.2.1 Work Area

Work area plan showing the proposed activity in each portion of the area and identify the areas of limited use or nonuse. Include measures for marking the limits of use areas, including methods for protection of features to be preserved within authorized work areas and methods to control runoff and to contain materials on site, and a traffic control plan.

1.6.2.2 Documentation

A letter signed by an officer of the firm appointing the Environmental Manager and stating that person is responsible for managing and implementing the Environmental Program as described in this contract. Include in this letter the Environmental Manager's authority to direct the removal and replacement of non-conforming work.

1.6.3 Management of Natural Resources

- a. Land resources
- b. Tree protection
- c. Replacement of damaged landscape features
- d. Temporary construction

1.6.4 Protection of Historical and Archaeological Resources

- a. Objectives
- b. Methods

1.6.5 Stormwater Management and Control

- a. Ground cover
- b. Erodible soils
- c. Temporary measures
 - (1) Structural Practices
 - (2) Temporary and permanent stabilization
- d. Effective selection, implementation and maintenance of Best Management Practices (BMPs).

1.6.6 Protection of the Environment from Waste Derived from Contractor Operations

Control and disposal of solid and sanitary waste. Control and disposal of hazardous waste.

This item consist of the management procedures for hazardous waste to be generated. The elements of those procedures will coincide with the Installation Hazardous Waste Management Plan. The Contracting Officer will provide a copy of the Installation Hazardous Waste Management Plan. As a minimum, include the following:

- a. List of the types of hazardous wastes expected to be generated
- b. Procedures to ensure a written waste determination is made for appropriate wastes that are to be generated
- c. Sampling/analysis plan, including laboratory method(s) that will be used for waste determinations and copies of relevant laboratory certifications
- d. Methods and proposed locations for hazardous waste accumulation/storage (that is, in tanks or containers)
- e. Management procedures for storage, labeling, transportation, and disposal of waste (treatment of waste is not allowed unless specifically noted)
- f. Management procedures and regulatory documentation ensuring disposal of hazardous waste complies with Land Disposal Restrictions (40 CFR 268)
- g. Management procedures for recyclable hazardous materials such as lead-acid batteries, used oil, and similar
- h. Used oil management procedures in accordance with 40 CFR 279; Hazardous waste minimization procedures
- i. Plans for the disposal of hazardous waste by permitted facilities; and Procedures to be employed to ensure required employee training records are maintained.

1.6.7 Prevention of Releases to the Environment

Procedures to prevent releases to the environment

Notifications in the event of a release to the environment

1.6.8 Regulatory Notification and Permits

List what notifications and permit applications must be made. Some permits require up to 180 days to obtain. Demonstrate that those permits have been obtained or applied for by including copies of applicable environmental permits. The EPP will not be approved until the permits have been obtained.

1.6.9 Clean Air Act Compliance

1.6.9.1 Haul Route

Submit truck and material haul routes along with a Dirt and Dust Control Plan for controlling dirt, debris, and dust on Installation roadways. As a

minimum, identify in the plan the subcontractor and equipment for cleaning along the haul route and measures to reduce dirt, dust, and debris from roadways.

1.6.9.2 Pollution Generating Equipment

Identify air pollution generating equipment or processes that may require federal, state, or local permits under the Clean Air Act. Determine requirements based on any current installation permits and the impacts of the project. Provide a list of all fixed or mobile equipment, machinery or operations that could generate air emissions during the project to the Installation Environmental Office (Air Program Manager).

1.6.9.3 Stationary Internal Combustion Engines

Identify portable and stationary internal combustion engines that will be supplied, used or serviced. Comply with 40 CFR 60 Subpart IIII, 40 CFR 60 Subpart JJJJ, 40 CFR 63 Subpart ZZZZ, and local regulations as applicable. At minimum, include the make, model, serial number, manufacture date, size (engine brake horsepower), and EPA emission certification status of each engine. Maintain applicable records and log hours of operation and fuel use. Logs must include reasons for operation and delineate between emergency and non-emergency operation.

1.6.9.4 Air Pollution-engineering Processes

Identify planned air pollution-generating processes and management control measures (including, but not limited to, spray painting, abrasive blasting, demolition, material handling, fugitive dust, and fugitive emissions). Log hours of operations and track quantities of materials used.

1.6.9.5 Compliant Materials

Provide the Government a list of SDSs for all hazardous materials proposed for use on site. Materials must be compliant with all Clean Air Act regulations for emissions including solvent and volatile organic compound contents, and applicable National Emission Standards for Hazardous Air Pollutants requirements. The Government may alter or limit use of specific materials as needed to meet installation permit requirements for emissions.

1.7 LICENSES AND PERMITS

Obtain licenses and permits required for the construction of the project and in accordance with FAR 52.236-7 Permits and Responsibilities. Notify the Government of all general use permitted equipment the Contractor plans to use on site. This paragraph supplements the Contractor's responsibility under FAR 52.236-7 Permits and Responsibilities.

1.8 ENVIRONMENTAL RECORDS BINDER

Maintain on-site a separate three-ring Environmental Records Binder and submit at the completion of the project. Make separate parts within the binder that correspond to each submittal listed under paragraph CLOSEOUT SUBMITTALS in this section.

1.9 SOLID WASTE MANAGEMENT PERMIT

Provide the Contracting Officer with written notification of the quantity of anticipated solid waste or debris that is anticipated or estimated to be generated by construction. Include in the report the locations where various types of waste will be disposed or recycled. Include letters of acceptance from the receiving location or as applicable; submit one copy of the receiving location state and local Solid Waste Management Permit or license showing such agency's approval of the disposal plan before transporting wastes off Government property.

1.9.1 Monthly Solid Waste Disposal Report

Monthly, submit a solid waste disposal report to the Contracting Officer. For each waste, the report will state the classification (using the definitions provided in this section), amount, location, and name of the business receiving the solid waste.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 PROTECTION OF NATURAL RESOURCES

Minimize interference with, disturbance to, and damage to fish, wildlife, and plants, including their habitats. Prior to the commencement of activities, consult with the Installation Environmental Office, regarding rare species or sensitive habitats that need to be protected. The protection of rare, threatened, and endangered animal and plant species identified, including their habitats, is the Contractor's responsibility.

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work that is consistent with the requirements of the Installation Environmental Office or as otherwise specified. Confine construction activities to within the limits of the work indicated or specified.

3.1.1 Flow Ways

Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as specified and permitted.

3.1.2 Vegetation

Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the Contracting Officer's permission. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the Contracting Officer. Where such use of attached ropes, cables, or guys is authorized, the Contractor is responsible for any resultant damage.

Protect existing trees that are to remain to ensure they are not injured, bruised, defaced, or otherwise damaged by construction operations. Remove displaced rocks from uncleared areas. Coordinate with the Contracting Officer and Installation Environmental Office to determine appropriate

action for trees and other landscape features scarred or damaged by equipment operations.

3.1.3 Streams

Stream crossings must allow movement of materials or equipment without violating water pollution control standards of the federal, state, and local governments. Construction of stream crossing structures must be in compliance with any required permits including, but not limited to, Clean Water Act Section 404, and Section 401 Water Quality.

The Contracting Officer's approval and appropriate permits are required before any equipment will be permitted to ford live streams. In areas where frequent crossings are required, install temporary culverts or bridges. Obtain Contracting Officer's approval prior to installation. Remove temporary culverts or bridges upon completion of work, and repair the area to its original condition unless otherwise required by the Contracting Officer.

3.2 STORMWATER

Do not discharge stormwater from construction sites to the sanitary sewer. If the water is noted or suspected of being contaminated, it may only be released to the storm drain system if the discharge is specifically permitted. Obtain authorization in advance from the Installation Environmental Office for any release of contaminated water.

3.2.1 Erosion and Sediment Control Measures

Provide erosion and sediment control measures in accordance with state and local laws and regulations. Preserve vegetation to the maximum extent practicable.

Erosion control inspection reports may be compiled as part of a stormwater pollution prevention plan inspection reports.

3.2.2 Work Area Limits

Mark the areas that need not be disturbed under this Contract prior to commencing construction activities. Mark or fence isolated areas within the general work area that are not to be disturbed. Protect monuments and markers before construction operations commence. Where construction operations are to be conducted during darkness, any markers must be visible in the dark. Personnel must be knowledgeable of the purpose for marking and protecting particular objects.

3.2.3 Contractor Facilities and Work Areas

Place field offices, staging areas, stockpile storage, and temporary buildings in areas designated on the drawings or as directed by the Contracting Officer. Move or relocate the Contractor facilities only when approved by the Government. Provide erosion and sediment controls for onsite borrow and spoil areas to prevent sediment from entering nearby waters. Control temporary excavation and embankments for plant or work areas to protect adjacent areas.

3.3 SURFACE AND GROUNDWATER

3.3.1 Waters of the United States

Do not enter, disturb, destroy, or allow discharge of contaminants into waters of the United States except as authorized herein. The protection of waters of the United States shown on the drawings in accordance with paragraph LICENSES AND PERMITS is the Contractor's responsibility. Authorization to enter specific waters of the United States identified does not relieve the Contractor from any obligation to protect other waters of the United States within, adjacent to, or in the vicinity of the construction site and associated boundaries.

3.4 PROTECTION OF CULTURAL RESOURCES

3.4.1 Archaeological Resources

If, during excavation or other construction activities, any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, activities that may damage or alter such resources will be suspended. Resources covered by this paragraph include, but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. Cease all activities that may result in impact to or the destruction of these resources. Secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources. The Government retains ownership and control over archaeological resources.

3.5 AIR RESOURCES

Equipment operation, activities, or processes will be in accordance with 40 CFR 64 and state air emission and performance laws and standards.

3.5.1 Burning

Burning is prohibited on the Government premises.

3.5.2 Dust Control

Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will be permitted only for cleaning nonparticulate debris such as steel reinforcing bars. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster. Since these products contain Crystalline Silica, comply with the applicable OSHA standard, 29 CFR 1910.1053 or 29 CFR 1926.1153 for controlling exposure to Crystalline Silica Dust.

3.5.2.1 Particulates

Dust particles, aerosols and gaseous by-products from construction

activities, and processing and preparation of materials (such as from asphaltic batch plants) must be controlled at all times, including weekends, holidays, and hours when work is not in progress. Maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates that would exceed 40 CFR 50, state, and local air pollution standards or that would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators, or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp. Provide sufficient, competent equipment available to accomplish these tasks. Perform particulate control as the work proceeds and whenever a particulate nuisance or hazard occurs. Comply with state and local visibility regulations.

3.5.2.2 Abrasive Blasting

Blasting operations cannot be performed without prior approval of the Installation Air Program Manager. The use of silica sand is prohibited in sandblasting.

Provide tarpaulin drop cloths and windscreens to enclose abrasive blasting operations to confine and collect dust, abrasive agent, paint chips, and other debris.

3.5.3 Odors

Control odors from construction activities. The odors must be in compliance with state regulations and local ordinances and may not constitute a health hazard.

3.6 WASTE MINIMIZATION

Minimize the use of hazardous materials and the generation of waste. Include procedures for pollution prevention/ hazardous waste minimization in the Hazardous Waste Management Section of the EPP. Obtain a copy of the installation's Pollution Prevention/Hazardous Waste Minimization Plan for reference material when preparing this part of the EPP. If no written plan exists, obtain information by contacting the Contracting Officer. Describe the anticipated types of the hazardous materials to be used in the construction when requesting information.

3.6.1 Salvage, Reuse and Recycle

Identify anticipated materials and waste for salvage, reuse, and recycling. Describe actions to promote material reuse, resale or recycling. To the extent practicable, all scrap metal must be sent for reuse or recycling and will not be disposed of in a landfill.

Include the name, physical address, and telephone number of the hauler, if transported by a franchised solid waste hauler. Include the destination and, unless exempted, provide a copy of the state or local permit (cover) or license for recycling.

3.6.2 Nonhazardous Solid Waste Diversion Report

Maintain an inventory of nonhazardous solid waste diversion and disposal of construction and demolition debris. Submit a report to the Contracting Officer on the first working day after each fiscal year quarter, starting the first quarter that nonhazardous solid waste has been generated. Include the following in the report:

Construction and Demolition (C&D) Debris Disposed	tons as appropriate
C&D Debris Recycled	tons as appropriate
Total C&D Debris Generated	tons as appropriate
Waste Sent to Waste-To-Energy Incineration Plant (This amount should not be included in the recycled amount)	tons as appropriate

3.7 WASTE MANAGEMENT AND DISPOSAL

3.7.1 Waste Determination Documentation

Complete a Waste Determination form (provided at the pre-construction conference) for Contractor-derived wastes to be generated. All potentially hazardous solid waste streams that are not subject to a specific exclusion or exemption from the hazardous waste regulations (e.g. scrap metal, domestic sewage) or subject to special rules, (lead-acid batteries and precious metals) must be characterized in accordance with the requirements of 40 CFR 261 or corresponding applicable state or local regulations. Base waste determination on user knowledge of the processes and materials used, and analytical data when necessary. Consult with the Installation environmental staff for guidance on specific requirements. Attach support documentation to the Waste Determination form. As a minimum, provide a Waste Determination form for the following waste (this listing is not inclusive): oil- and latex -based painting and caulking products, solvents, adhesives, aerosols, petroleum products, and containers of the original materials.

3.7.2 Solid Waste Management

3.7.2.1 Project Solid Waste Disposal Documentation Report

Provide copies of the waste handling facilities' weight tickets, receipts, bills of sale, and other sales documentation. In lieu of sales documentation, a statement indicating the disposal location for the solid waste that is signed by an employee authorized to legally obligate or bind the firm may be submitted. The sales documentation must include the receiver's tax identification number and business, EPA or state registration number, along with the receiver's delivery and business addresses and telephone numbers. For each solid waste retained for the Contractor's own use, submit the information previously described in this paragraph on the solid waste disposal report. Prices paid or received do not have to be reported to the Contracting Officer unless required by other provisions or specifications of this Contract or public law.

3.7.2.2 Control and Management of Solid Wastes

Pick up solid wastes, and place in covered containers that are regularly emptied. Do not prepare or cook food on the project site. Prevent contamination of the site or other areas when handling and disposing of wastes. At project completion, leave the areas clean. Employ segregation measures so that no hazardous or toxic waste will become co-mingled with non-hazardous solid waste. Solid waste disposal offsite must comply with most stringent local, state, and federal requirements, including 40 CFR 241, 40 CFR 243, and 40 CFR 258.

Manage hazardous material used in construction, including but not limited to, aerosol cans, waste paint, cleaning solvents, contaminated brushes, and used rags, in accordance with 49 CFR 173.

3.7.3 Control and Management of Hazardous Waste

Do not dispose of hazardous waste on Government property. Do not discharge any waste to a sanitary sewer, storm drain, or to surface waters or conduct waste treatment or disposal on Government property without written approval of the Contracting Officer.

3.7.3.1 Hazardous Waste/Debris Management

Identify construction activities that will generate hazardous waste or debris. Provide a documented waste determination for resultant waste streams. Identify, label, handle, store, and dispose of hazardous waste or debris in accordance with federal, state, and local regulations, including 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, 40 CFR 265, 40 CFR 266, and 40 CFR 268.

Manage hazardous waste in accordance with the approved Hazardous Waste Management Section of the EPP. Store hazardous wastes in approved containers in accordance with 49 CFR 173 and 49 CFR 178. Hazardous waste generated within the confines of Government facilities is identified as being generated by the Government. Prior to removal of any hazardous waste from Government property, hazardous waste manifests must be signed by personnel from the Installation Environmental Office. Do not bring hazardous waste onto Government property. Provide the Contracting Officer with a copy of waste determination documentation for any solid waste streams that have any potential to be hazardous waste or contain any chemical constituents listed in 40 CFR 372-SUBPART D.

3.7.3.2 Disposal Documentation for Hazardous and Regulated Waste

Contact the Contracting Officer for the facility RCRA identification number that is to be used on each manifest.

3.7.4 Releases/Spills of Oil and Hazardous Substances

3.7.4.1 Response and Notifications

Exercise due diligence to prevent, contain, and respond to spills of hazardous material, hazardous substances, hazardous waste, sewage, regulated gas, petroleum, lubrication oil, and other substances regulated in accordance with 40 CFR 300. Maintain spill cleanup equipment and materials at the work site. In the event of a spill, take prompt, effective action to stop, contain, curtail, or otherwise limit the amount, duration, and severity of the spill/release. In the event of any releases

of oil and hazardous substances, chemicals, or gases; immediately (within 15 minutes) notify the Installation Fire Department, the Installation Command Duty Officer, the Installation Environmental Office, the Contracting Officer.

Submit verbal and written notifications as required by the federal (40 CFR 300.125 and 40 CFR 355), state, local regulations and instructions. Provide copies of the written notification and documentation that a verbal notification was made within 20 days. Spill response must be in accordance with 40 CFR 300 and applicable state and local regulations. Contain and clean up these spills without cost to the Government.

3.7.4.2 Clean Up

Clean up hazardous and non-hazardous waste spills. Reimburse the Government for costs incurred including sample analysis materials, clothing, equipment, and labor if the Government will initiate its own spill cleanup procedures, for Contractor- responsible spills, when: Spill cleanup procedures have not begun within one hour of spill discovery/occurrence; or, in the Government's judgment, spill cleanup is inadequate and the spill remains a threat to human health or the environment.

3.7.5 Mercury Materials

Immediately report to the Environmental Office and the Contracting Officer instances of breakage or mercury spillage. Clean mercury spill area to the satisfaction of the Contracting Officer.

Do not recycle a mercury spill cleanup; manage it as a hazardous waste for disposal.

3.8 PREVIOUSLY USED EQUIPMENT

Clean previously used construction equipment prior to bringing it onto the project site. Equipment must be free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. Consult with the U.S. Department of Agriculture jurisdictional office for additional cleaning requirements.

3.9 INADVERTENT DISCOVERY OF PETROLEUM-CONTAMINATED SOIL OR HAZARDOUS WASTES

If petroleum-contaminated soil, or suspected hazardous waste is found during construction that was not identified in the Contract documents, immediately notify the Contracting Officer. Do not disturb this material until authorized by the Contracting Officer.

3.10 POST CONSTRUCTION CLEANUP

Clean up areas used for construction in accordance with Contract Clause:

"Cleaning Up". Unless otherwise instructed in writing by the Contracting Officer, remove traces of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. Grade parking area and similar temporarily used areas to conform with surrounding contours.

PART 4 ATTACHMENTS

4.1 Attachment A: Contractor Requirements Compliance

4.2 Attachment B: Contractor Requirements Conservation

-- End of Section --

HIARNG ENVIRONMENTAL CONTRACTOR REQUIREMENTS

PROJECT NAME: Security Fence Line and Lighting Repairs/ Replacement for Multiple Locations at Kalaeloa	
PROJECT NUMBER:	SUBMISSION DATE:
REVIEWER: HIARNG Environmental Compliance Office (ENV), ng.hi.hiarng.list.nghi-env-comp@mail.mil	DATE REVIEWED:
	DATE RECEIVED:

NO.	REQUIREMENT
1	Compliance. The Contractor shall follow all Federal, State, City and County laws, regulations, and permits, as well as applicable Department of Defense (DOD), Army, and Hawaii Army National Guard (HIARNG) plans and policies. Payment of any fines or penalties resulting from the Contractor's operations is the responsibility of the Contractor.
2	Hazardous Materials. a. Hazardous Materials Inventory. In order to facilitate annual Hawaii Emergency Planning and Community Right-to-Know Act (HEPCRA) reporting requirements, prior to project start, Contractor shall submit to the Hawaii Army National Guard (HIARNG) Environmental Office (ENV) a list of hazardous materials and quantities anticipated to be used for the project, including chemical products, fuel, asphalt, etc., and provide actual amounts within 30 days of project completion. For on-going projects, provide an update no later than 31 January of each calendar year. The log shall include the product name, manufacturer, product identification number, container size, amount used, and maximum number of containers to be stored on-site at any given day during the project (sample form attached). Upon request and site visit, ENV may waive this requirement for containers 5 gallons or less. b. Storage. Contractor shall only store hazardous materials for immediate use on-site; no long-term storage shall be permitted. All liquid hazardous materials shall be stored in covered areas and in secondary containment capable of containing the contents of the largest container. c. Safety Data Sheets (SDSs). SDSs for all chemical products shall be made available to ENV upon request.
3	Regulated Waste. If the Contractor will or may generate hazardous waste, universal waste (batteries, fluorescent lamps and other types of lamps, etc.), other regulated waste (e.g., asbestos, lead paint waste, polychlorinated biphenyl (PCB) light ballasts, etc.), or waste that requires laboratory analyses to determine if the waste is regulated: a. Information Required Prior to Project Start. Contractor shall provide to ENV: i. An estimate of the maximum amount of each type of waste to be generated per month, and the total amount anticipated to be stored on-site at any given time. ii. The names and EPA ID numbers of the disposal/recycling facilities and transporters to be used, which shall be listed on the Defense Logistics Agency (DLA) Disposition Services (DS) lists of Qualified Facilities and Qualified Transporters at http://www.dla.mil/DispositionServices/Offers/Disposal/HazardousWaste/HazWasteDisposal.aspx b. Sampling and Analyses. Contractor shall notify ENV prior to any sampling and analyses required to properly characterize the waste, and shall use a NELAC-approved laboratory. Contractor shall provide copies of all test reports within 5 workdays of receipt, along with any associated documents used to characterize the waste. c. Waste Management. Contractor shall mark/label, store, manage, and transport all waste in accordance with all applicable Federal, State, and local regulations; and pending shipment, store the waste in a secured area approved by ENV. d. Monthly Waste Generation Reports. Contractor shall submit monthly waste generation reports to ENV within 5 days after the end of each month. The reports shall indicate the type of waste and number of pounds of each type generated in the month being reported and totals stored on-site (sample form attached). e. Waste Manifests. Contractor shall submit draft copies of waste manifests to ENV for review at least 5 workdays prior to shipment off-site. The applicable HIARNG EPA ID Number shall be used on waste manifests, and manifests shall only be signed by authorized ENV staff personnel.

	f. Waste Disposal Costs. Contractor shall pay for all disposal/recycling costs for waste generated from this project, including sampling and analyses and other associated costs.																		
4	Spill Prevention and Response. - Contractors shall establish and implement spill preventive measures, including frequent preventive maintenance checks of vehicles and equipment to prevent leaks, avoid parking equipment on unpaved areas, use of drip pans, and storing all liquid chemicals under cover and in secondary containment capable of containing the contents of the largest container. - No fueling on-site is permitted without approval from ENV. Contractors storing oil or fuel on-site in containers with aggregate shell capacity totaling greater than 1,320 gallons (regardless of actual amount stored) shall prepare Spill Prevention, Control, and Countermeasures (SPCC) Plan in accordance with 40 CFR 112 <i>Oil Pollution Prevention</i> and shall submit a copy of the plan to ENV prior to project start. - Contractors shall ensure adequate spill supplies are maintained on-site and readily available near areas with potential for spills or leaks. - Contractor shall post emergency contact sign at project site indicating the name and phone number for the government Project Manager, the contractor emergency contact, police/fire department 911, and HIARNG ENV 672-1013. - Contractor shall report all spills immediately to the HIARNG Project Manager and ENV at 672-1013, and shall complete and submit the HIARNG Spill Incident Report Form to ENV within 72 hours. - Contractor shall immediately clean up all spills IAW Federal and State guidelines, and to the satisfaction of ENV. Contractor shall accomplish all regulatory verbal and written notifications to the Hawaii Department of Health (DOH), Local Emergency Planning Committee (LEPC), National Response Center (NRC), and/or the Environmental Protection Agency (EPA), as applicable, and provide ENV copies of all spill reports submitted.																		
5	Storm Water. Contractors shall initiate and maintain practices and measures to prevent contamination of storm water throughout all phases of work regardless of project size, and shall comply with HIARNG Construction, Repair, and Maintenance Storm Water Best Management Practices Manual, and HIARNG Storm Water Management Plan.																		
6	Permits. Contractor shall be responsible for assessing whether the project and/or project activities require environmental governmental permits/approvals (e.g., for oil/water separators, grease traps, septic tanks, underground injection control (UIC) wells, industrial storm water discharge, etc.) and are responsible for obtaining, implementing and complying with all applicable permit requirements. - Contractor shall provide to ENV prior to project start, copies of all permit applications, permits, approvals, and associated required plans. - Projects that disturb more than 1 acre of soil, including projects that, considered with other related projects, cumulatively disturb more than 1 acre of soil, are required to obtain an applicable National Pollutant Discharge Elimination System (NPDES) storm water discharge permit from DOH, and comply with all permit requirements, including preparation of plans and conducting inspections. Sites less than 1 acre are required to implement best management practices (BMPs) to prevent contaminated storm water from leaving the site.																		
7	Solid Waste. Contractor shall submit to HIARNG Project Manager data for construction and demolition non-hazardous recycled/diverted waste (i.e., waste that does not go into the landfill or H-POWER) and non-hazardous disposed waste (waste that goes to landfill or H-POWER). Include the weight with its individual associated ticket number. Data can be provided by any means (e.g. receipt copies, Excel table, email message) Data should include: <table border="1" data-bbox="290 1549 1391 1770"> <thead> <tr> <th>REQUIRED DATA</th><th>RECYCLED/DIVERTED WASTE</th><th>DISPOSED WASTE</th></tr> </thead> <tbody> <tr> <td>Ticket #</td><td></td><td></td></tr> <tr> <td>Type of Material</td><td></td><td></td></tr> <tr> <td>Net Weight</td><td></td><td></td></tr> <tr> <td>Recycle/Disposal Facility</td><td></td><td></td></tr> <tr> <td>Cost(C)/(R)Revenue Amount</td><td>C ☐ R ☐</td><td>N/A</td></tr> </tbody> </table>	REQUIRED DATA	RECYCLED/DIVERTED WASTE	DISPOSED WASTE	Ticket #			Type of Material			Net Weight			Recycle/Disposal Facility			Cost(C)/(R)Revenue Amount	C ☐ R ☐	N/A
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Type of Material																			
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Cost(C)/(R)Revenue Amount	C ☐ R ☐	N/A																	

ENVIRONMENTAL SOW REQUIREMENTS:

NATIONAL ENVIRONMENTAL POLICY ACT & HRS 343:

All federal and state undertakings must have National Environmental Policy Act (NEPA) or Hawaii Revised Statutes Chapter 343 Environmental Impact Statements (HEPA) analysis and documentation on file prior to construction commencing and funds being executed for construction projects. It is Army National Guard Policy that NEPA/HEPA analysis and documentation must be completed before or at the 30% design phase. A/E design should not proceed past 30% design without a Record of Environmental Consideration (REC) on file for federal projects or a Declaration of Exemption (DEC) for state projects. A REC or DEC can only be utilized if the project is covered by a Categorical Exclusion, as listed in Appendix B of 32 CFR Part 651 or an Exemption, as listed in the State of Hawaii, Department of Defense Exemption List. In order to complete a REC or DEC, the HIARNG Environmental Office must consult with the State Historic Preservation Division (SHPD) for projects involving ground disturbance and/or historic buildings. The HIARNG Environmental office must consult with the U.S. Fish and Wildlife Service (USFWS) for any project that may affect a threatened or endangered species.

If it is determined that the project does not meet the parameters of a CATEX or State of Hawaii, Department of Defense Exemption, the design shall not proceed past 30% without a contract for an Environmental Assessment in place.

NATIONAL HISTORIC PRESERVATION ACT:

Historic Buildings:

The contractor is to provide a project summary to the Hawaii Army National Guard (HIARNG) Cultural Resources Specialist (CRS) for a project that involves renovation, maintenance, or changes to a historic building. The project summary shall include a brief project description with any and all construction work that may alter the integrity of a historic building, including design drawings and photographs of existing conditions. All construction activities shall follow the US Department of the Interior: Secretary of the Interior's Standards for Rehabilitation (36 CFR Part 67) and Guidelines for Rehabilitating Historic Buildings. The project summary provided to the CRS will be referenced in a letter to the State Historic Preservation Division (SHPD). The SHPD will have 30 days to review the project and submit their comments to the HIARNG. The POC for the project summary is Mr. Kekapala Dye, Kekapala.dye@hawaii.gov. Contractor is to cc the Project Manager on any correspondence with the CRS regarding historic building project summaries. This correspondence follows the National Historic Preservation Act (NHPA) Section 106 guidelines for federal undertakings as well as the Hawaii Revised Statutes Chapter 6E guidelines for state actions.

Ground Disturbance:

The contractor is to provide a project summary to the Hawaii Army National Guard (HIARNG) Cultural Resources Specialist (CRS) for a project that involves ground disturbance. The project summary shall include a thorough description of the overall project, including total square footage of ground disturbance and dimensions of ground disturbance, including maximum depth/width/length. Digging can include trenching, grading, concrete foundation preparation work, bollard installation and other forms of ground disturbance. The project summary shall include DWG design & construction drawings as well as the associated geo-referenced site plan. The project summary and DWG files provided to the CRS will be referenced in a letter to the State Historic Preservation Division (SHPD). The SHPD will have 30 days to review the project and submit their comments to the HIARNG. The POC for the project summary is Mr. Kekapala Dye, Kekapala.dye@hawaii.gov. Contractor is to cc the Project Manager on any correspondence with the CRS regarding ground disturbance project summaries. This correspondence follows the National Historic Preservation Act (NHPA) Section 106 guidelines for federal undertakings as well as the Hawaii Revised Statutes Chapter 6E guidelines for state actions.

An Archaeological Monitoring Plan (AMP) may be required by the SHPD prior to the commencement of ground disturbing activities. The AMP shall follow Hawai'i Revised Statutes (HRS) Chapter 6E, and the implementing HAR 13-279-5 requirements. A separate contract will be coordinated if an AMP is required by the SHPD.

HAWAII REVISED STATUTES 6E-43.6 & HAWAII ADMINISTRATIVE RULES 13-300

Inadvertent Discovery of Burial Sites

A. Inadvertent burial site and/or human remains shall be handled in accordance with the provisions outlined in HRS 6E-43.6 and HAR 13-300. In the event that human skeletal remains are inadvertently discovered, all activity in the immediate area shall cease and the HIARNG CRS will report the discovery to the SHPD, the appropriate medical examiner or coroner, and the police department. The SHPD will notify the Oahu Island Burial Council and The Office of Hawaiian Affairs (OHA) of the discovery. Within two (2) working days a medical examiner and a qualified archaeologist shall examine the skeletal remains to determine jurisdiction.

B. Inadvertent non-burial finds shall be handled in accordance with the provisions outlined in HAR 13-280. In the event that historic properties are inadvertently discovered, all activity in the immediate area shall cease, no items shall be moved and the HIARNG CRS will notify the SHPD as soon as possible. The find(s) will be secured and protected by State Parks.

ENDANGERED SPECIES ACT & MIGRATORY BIRD TREATY ACT:

The contractor is to provide a project summary to the Hawaii Army National Guard (HIARNG) Natural Area Reserves Specialist Supervisor for a project that involves erecting fencing, downing of trees, installing exterior lighting, night time construction, planting of new vegetation, cutting of trees and construction activities during breeding season of the Hawaiian Nene (December-April), Hawaiian Hawk (March – September) and/or Hawaiian Hoary Bat (June - September). The project summary shall include a brief project description with any and all construction work that may affect threatened, endangered, candidate species, species of concern and/or critical habitat, including design drawings and photographs of existing conditions. The project summary provided will be referenced in a letter to the U.S. Fish and Wildlife Service (USFWS) and to the State of Hawaii, Department of Forestry and Wildlife (DOFAW). The USFWS and DOFAW will have 45 days to review the project and submit their comments to the HIARNG. The POC for the project summary is Mr. Craig Blaisdell, craig.p.blaisdell.nfg@mail.mil. Contractor is to cc the Project Manager on any correspondence with the Conservation Manager regarding project summaries. This correspondence follows the Endangered Species Act (ESA) Section 7 guidelines for federal undertakings as well as the Hawaii Administrative Rules, Chapter 124 guidelines for state actions.

GIS DELIVERABLES:

The contractor is to provide DWG files of the design plans at the 30%, 60% and 100% design phases to the HIARNG GIS Specialist. The contractor shall also include a geo-referenced site plan that defines the work area, including all staging areas, utility trenching, grading, and/or other ground disturbance. The contractor shall ensure all geospatial data layers contain comprehensive metadata (FGDC Metadata Content Standard - <https://www.fgdc.gov/metadata/csdgm-standard>), spatially accurate (FGDC Positional Accuracy Standard - <https://www.fgdc.gov/standards/projects/accuracy>), and compliant with Quality Assurance Plans. The DWG files will assist the HIARNG Environmental Office in developing site maps and diagrams for ESA and NHPA consultation letter submissions. The contractor shall provide updated DWG files that represent actual construction plans, if any changes have been made after the 100% design submittal. The POC for the DWG files submission is Ms. Alexa Jacroux-Biggs, alexa.l.jacrouxbiggs.nfg@mail.mil. The contractor is to cc the Project Manager on any correspondence with the GIS Specialist regarding DWG design & construction drawings.

APPLICABLE ENVIRONMENTAL PERMITS:

The contractor is responsible to obtain all necessary building permits for the project, including environmental permits related to the Coastal Zone Management Act, Special Management Area permit from the C&C Department of Planning and Permitting (DPP). Contractor is responsible to determine if the project is located on Conservation land, including the subzone, which can be found on the Office of Conservation and Coastal Lands (OCCL) website. Contractor is responsible to determine the correct permit required for the project and develop documentation for a permit application to the OCCL. Contractor is responsible to determine if a variance permit is required for the project, which can be determined at the Land Use Commission (LUC) website. If a variance permit is needed for the project, the contractor is responsible to obtain a land use variance use permit from the LUC. These permits may be a prerequisite for obtaining a building permit from DPP.

SECTION 01 58 00

PROJECT IDENTIFICATION

08/19

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)

AWPA C1 (2003) All Timber Products - Preservative Treatment by Pressure Processes

AWPA C2 (2003) Lumber, Timber, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes

U.S. ARMY CORPS OF ENGINEERS (USACE)

EP 310-1-6a (2006) Sign Standards Manual, VOL 1

EP 310-1-6b (2006) Sign Standards Manual, VOL 2, Appendices

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Preliminary One Line Drawings Of Project Rendering; G

Sign Legend Orders; G

1.3 PROJECT IDENTIFICATION SIGN

1.3.1 Construction Project Signs

Furnish the construction project sign package, maintain the signs during construction, and remove the signs from the job site upon completion of the project. The construction project sign package consists of two signs: one for project identification and the other to show the on-the-job safety performance of the contractor. Ensure that the package conforms to the requirements of EP 310-1-6a and EP 310-1-6b, specifically Section 16. Submit the sign legend orders as described in Section 16 of EP 310-1-6a

before erecting the signs.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
02/19

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 273	Standards for Universal Waste Management
49 CFR 173	Shippers - General Requirements for Shipments and Packagings
49 CFR 178	Specifications for Packagings

1.2 DEFINITIONS

1.2.1 Co-mingle

The practice of placing unrelated materials together in a single container, usually for benefits of convenience and speed.

1.2.2 Construction Waste

Waste generated by construction activities, such as scrap materials, damaged or spoiled materials, temporary and expendable construction materials, and other waste generated by the workforce during construction activities.

1.2.3 Demolition Debris/Waste

Waste generated from demolition activities, including minor incidental demolition waste materials generated as a result of Intentional dismantling of all or portions of a building, to include clearing of building contents that have been destroyed or damaged.

1.2.4 Disposal

Depositing waste in a solid waste disposal facility, usually a managed landfill, regulated in the US under the Resource Conservation and Recovery Act (RCRA).

1.2.5 Diversion

The practice of diverting waste from disposal in a landfill, by means of eliminating or minimizing waste, or reuse of materials.

1.2.6 Final Construction Waste Diversion Report

A written assertion by a material recovery facility operator identifying constituent materials diverted from disposal, usually including summary tabulations of materials, weight in short-ton.

1.2.7 Recycling

The series of activities, including collection, separation, and processing, by which products or other materials are diverted from the solid waste stream for use in the form of raw materials in the manufacture of new products sold or distributed in commerce, or the reuse of such materials as substitutes for goods made of virgin materials, other than fuel.

1.2.8 Reuse

The use of a product or materials again for the same purpose, in its original form or with little enhancement or change.

1.2.9 Salvage

Usable, salable items derived from buildings undergoing demolition or deconstruction, parts from vehicles, machinery, other equipment, or other components.

1.2.10 Source Separation

The practice of administering and implementing a management strategy to identify and segregate unrelated waste at the first opportunity.

1.3 CONSTRUCTION WASTE (INCLUDES DEMOLITION DEBRIS/WASTE)

Divert a minimum of 60 percent by weight of the project construction waste and demolition debris/waste from the landfill. Follow applicable industry standards in the management of waste. Apply sound environmental principles in the management of waste. (1) Practice efficient waste management when sizing, cutting, and installing products and materials and (2) use all reasonable means to divert construction waste and demolition debris/waste from landfills and incinerators and to facilitate the recycling or reuse of excess construction materials.

1.4 CONSTRUCTION WASTE MANAGEMENT

Implement a construction waste management program for the project. Take a pro-active, responsible role in the management of construction waste, recycling process, disposal of demolition debris/waste, and require all subcontractors, vendors, and suppliers to participate in the construction waste management program. Establish a process for clear tracking, and documentation of construction waste and demolition debris/waste.

1.4.1 Implementation of Construction Waste Management Program

Develop and document how the construction waste management program will be implemented in a construction waste management plan. Submit a Construction Waste Management Plan to the Contracting Officer for approval. Construction waste and demolition debris/waste materials include un-used construction materials not incorporated in the final work, as well as demolition debris/waste materials from demolition activities or deconstruction activities. In the management of waste, consider the

availability of viable markets, the condition of materials, the ability to provide material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates.

1.4.2 Oversight

The Quality Control Manager, as specified in Section 01 45 00.00 10 QUALITY CONTROL, is responsible for overseeing and documenting results from executing the construction waste management plan for the project.

1.4.3 Special Programs

Implement any special programs involving rebates or similar incentives related to recycling of construction waste and demolition debris/waste materials. Retain revenue or savings from salvaged or recycling, unless otherwise directed. Ensure firms and facilities used for recycling, reuse, and disposal are permitted for the intended use to the extent required by federal, state, and local regulations.

1.4.4 Special Instructions

Provide on-site instruction of appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the projects. Designation of single source separating or commingling will be clearly marked on the containers.

1.4.5 Waste Streams

Delineate waste streams and characterization, including estimated material types and quantities of waste, in the construction waste management plan. Manage all waste streams associated with the project. Typical waste streams are listed below. Include additional waste streams not listed:

- a. Land Clearing Debris
- b. Asphalt
- c. Masonry and CMU
- d. Concrete
- e. Metals (e.g. banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized, stainless steel, aluminum, copper, zinc, bronze, etc.)
- f. Wood (nails and staples allowed)
- g. Glass
- h. Paper
- i. Plastics (PET, HDPE, PVC, LDPE, PP, PS, Other)
- j. Gypsum
- k. Non-hazardous paint and paint cans

- l. Carpet
- m. Ceiling Tiles
- n. Insulation
- o. Beverage Containers

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Construction Waste Management Plan; G

SD-06 Test Reports

Quarterly Reports

Annual Report

SD-11 Closeout Submittals

Final Construction Waste Diversion Report; S

1.6 MEETINGS

Conduct Construction Waste Management meetings. After award of the Contract and prior to commencement of work, schedule and conduct a meeting with the Contracting Officer to discuss the proposed construction waste management plan and to develop a mutual understanding relative to the management of the construction waste management program and how waste diversion requirements will be met.

The requirements of this meeting may be fulfilled during the coordination and mutual Understanding meeting outlined in Section 01 45 00.00 10 QUALITY CONTROL. At a minimum, discuss and document waste management goals at following meetings:

- a. Preconstruction meeting.
- b. Regular site meetings.
- c. Work safety meeting (if applicable).

1.7 CONSTRUCTION WASTE MANAGEMENT PLAN

Submit Construction Waste Management Plan within 15 calendar days after notice to proceed. Revise and resubmit Construction Waste Management Plan until it receives final approval from the Contracting Officer, in order for construction to begin. Execute demolition or deconstruction activities in

accordance with Section 02 41 00 DEMOLITION. Manage demolition debris/waste or deconstruction materials in accordance with the approved construction waste management plan.

An approved construction waste management plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting project cumulative waste diversion requirement. Ensure all subcontractors receive a copy of the approved Construction Waste Management Plan. The plan demonstrates how to meet the project waste diversion requirement. Also, include the following in the plan:

- a. Identify the names of individuals responsible for waste management and waste management tracking, along with roles and responsibilities on the project..
- b. Actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.
- c. Description of the regular meetings to be held to address waste management.
- d. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site and equipment to be used for processing, sorting, and temporary storage of materials.
- e. Name of landfill and/or incinerator to be used.
- f. Identification of local and regional re-use programs, including non-profit organizations such as schools, local housing agencies, and organization that accept used materials such as material exchange networks and resale stores. Include the name, location, phone number for each re-use facility identified, and provide a copy of the permit or license for each facility.
- g. List of specific materials, by type and quantity, that will be salvaged for resale, salvaged and reused on the current project, salvaged and stored for reuse on a future project, or recycled. Identify the recycling facilities by name, address, and phone number.
- h. Identification of materials that cannot be recycled or reused with an explanation or justification, to be approved by the Contracting Officer.
- i. Description of the means by which any materials identified in item (g) above will be protected from contamination.
- j. Description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site).
- k. Copy of training plan for subcontractors and other services to prevent contamination by co-mingling materials identified for diversion and waste materials.
- o. List each supplier who deliver construction materials, in bulk, or package products in returnable containers or returnable packaging, or

have take-back programs. List each program and the applicable material to actively monitor and track to assist in meeting waste diversion requirements on the project.]

- p. Identify any local jurisdiction requirements for waste management. Include those requirements, points of contact, etc.

Distribute copies of the waste management plan to each subcontractor, Quality Control Manager , and the Contracting Officer.

1.8 RECORDS (DOCUMENTATION)

1.8.1 General

Maintain records to document the types and quantities of waste generated and diverted through re-use, recycling and/or sale to third parties; through disposal to a landfill or incinerator facility. Provide explanations for any materials not recycled, reused or sold. Collect and retain manifests, weight tickets, sales receipts, and invoices specifically identifying diverted project waste materials or disposed materials.

1.8.2 Accumulated

Maintain a running record of materials generated and diverted from landfill disposal, including accumulated diversion rates for the project. Make records available to the Contracting Officer during construction or incidental demolition activities. Provide a copy of the diversion records to the Contracting Officer upon completion of the construction, incidental demolitions or minor deconstruction activities.

1.9 REPORTS

1.9.1 General

Maintain current construction waste diversion information on site for periodic inspection by the Contracting Officer. Include in the quarterly reports, annual reports and final reports: the project name, contract information, information for waste generated, diverted and disposed of for the current reporting period and show cumulative totals for the project. Reports must identify quantities of waste by type and disposal method. Also include in each report, supporting documentation to include manifests, weigh tickets, receipts, and invoices specifically identifying the project and waste material type and weighted sum.

1.9.2 Quarterly Reporting

Provide cumulative reports at the end of each quarter (December, March, June, and September, corresponding with the federal fiscal year for reporting purposes). Submit quarterly reports not later than 15 calendar days after the preceding quarter has ended.

1.9.3 Annual Reporting

Provide a cumulative construction waste diversion report annually. Submit annual report not later than 30 calendar days after the preceding fourth quarter has ended. Provide copy of annual construction waste diversion

report to the installation POC.

1.10 FINAL CONSTRUCTION WASTE DIVERSION REPORT

A Final Construction Waste Diversion Report is required at the end of the project. Provide Final Construction Waste Diversion Report 60 days prior to the Beneficial Occupancy Date (BOD).

1.11 COLLECTION

Collect, store, protect, and handle reusable and recyclable materials at the site in a manner which prevents contamination, and provides protection from the elements to preserve their usefulness and monetary value. Provide receptacles and storage areas designated specifically for recyclable and reusable materials and label them clearly and appropriately to prevent contamination from other waste materials. Keep receptacles or storage areas neat and clean.

Train subcontractors and other service providers to either separate waste streams or use the co-mingling method as described in the construction waste management plan. Handle hazardous waste and hazardous materials in accordance with applicable regulations and coordinate with Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS. Separate materials by one of the following methods described herein:

1.11.1 Source Separation Method

Separate waste products and materials that are recyclable from trash and sort as described below into appropriately marked separate containers and then transport to the respective recycling facility for further processing. Deliver materials in accordance with recycling or reuse facility requirements (e.g., free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process). Separate materials into the category types as defined in the construction waste management plan.

1.11.2 Other Methods

Other methods proposed by the Contractor may be used when approved by the Contracting Officer.

1.12 DISPOSAL

Control accumulation of waste materials and trash. Recycle or dispose of collected materials off-site at intervals approved by the Contracting Officer and in compliance with waste management procedures as described in the waste management plan. Except as otherwise specified in other sections of the specifications, dispose of in accordance with the following:

1.12.1 Reuse

Give first consideration to reusing construction and demolition materials as a disposition strategy. Recover for reuse materials, products, and components as described in the approved construction waste management plan. Coordinate with the Contracting Officer to identify onsite reuse

opportunities or material sales or donation available through Government resale or donation programs. Sale of recovered materials is not allowed on the Installation.

1.12.2 Recycle

Recycle non-hazardous construction and demolition/debris materials that are not suitable for reuse. Track rejection of contaminated recyclable materials by the recycling facility. Rejected recyclables materials will not be counted as a percentage of diversion calculation. Recycle all fluorescent lamps, HID lamps, mercury (Hg) -containing thermostats and ampoules, and PCBs-containing ballasts and electrical components as directed by the Contracting Officer. Do not crush lamps on site as this creates a hazardous waste stream with additional handling requirements.

1.12.3 Waste

Dispose by landfill or incineration only those waste materials with no practical use, economic benefit, or recycling opportunity.

1.13 ATTACHMENTS

Attachment A: Monthly Waste Generation Report

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used. -- End of Section --

MONTHLY WASTE GENERATION REPORT

REPORTING MONTH/YEAR (MM/YYYY):

DATE SUBMITTED:

CONTRACTOR NAME:

PROJECT NUMBER & NAME

PROJECT LOCATION:

GOVERNMENT PROJECT MANGER NAME AND PHONE:

Submit to HIARNG Environmental Office within 5 days of end of the reporting month.

[illegible]

¹ HW - Hazardous Waste (e.g., lead paint chips); UW - Universal Waste (e.g., fluorescent lamps); PCB - Polychlorinated Biphenyls (e.g., light ballasts; Asbestos -ASB (e.g., asbestos tiles)

SECTION 01 78 00

CLOSEOUT SUBMITTALS

05/19

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM E1971 (2005; R 2011) Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings

GREEN SEAL (GS)

GS-37 (2017) Cleaning Products for Industrial and Institutional Use

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 1110-1-2909 (2012) Geospatial Data and Systems

ERDC/ITL TR-12-1 (2015) A/E/C Graphics Standard, Release 2.0

ERDC/ITL TR-12-6 (2015) A/E/C CAD Standard - Release 6.0

U.S. DEPARTMENT OF DEFENSE (DOD)

FC 1-300-09N (2014; with Change 4, 2018) Navy and Marine Corps Design

UFC 1-300-08 (2009, with Change 2, 2011) Criteria for Transfer and Acceptance of DoD Real Property

1.2 DEFINITIONS

1.2.1 As-Built Drawings

As-built drawings are the marked-up drawings, maintained by the Contractor on-site, that depict actual conditions and deviations from the Contract Documents. These deviations and additions may result from coordination required by, but not limited to: contract modifications; official responses to submitted Requests for Information (RFI's); direction from the Contracting Officer; design that is the responsibility of the Contractor, and differing site conditions. Maintain the as-builts throughout construction as red-lined hard copies on site and red-lined PDF files. These files serve as the basis for the creation of the record drawings.

1.2.2 Record Drawings

The record drawings are the final compilation of actual conditions reflected in the as-built drawings.

1.3 SOURCE DRAWING FILES

Request the full set of electronic drawings, in the source format, for Record Drawing preparation, after award and at least 30 days prior to required use.

1.3.1 Terms and Conditions

Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction drawings and data for the referenced project. Any other use or reuse shall be at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor must make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the Government, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The Contractor must, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic CAD drawing files are not construction documents. Differences may exist between the CAD files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic CAD files, nor does it make representation to the compatibility of these files with the Contractor hardware or software. In the event that a conflict arises between the signed and sealed construction documents prepared by the Government and the furnished Source drawing files, the signed and sealed construction documents govern. The Contractor is responsible for determining if any conflict exists. Use of these Source Drawing files does not relieve the Contractor of duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate the work of all contractors for the project. If the Contractor uses, duplicates or modifies these electronic source drawing files for use in producing construction drawings and data related to this contract, remove all previous indicia of ownership (seals, logos, signatures, initials and dates).

1.4 RECORD DRAWINGS

The Government will provide an optical disc (CD or DVD) at the preconstruction conference that contains one set of "as-designed" electronic CAD files in the specified software and format revised to reflect all amendments and the final contract PDF drawings. The CAD files are provided to enable preparation of as-built or as-constructed drawings. If discrepancies exist between the CAD files and the contract PDF drawings, correct the CAD files to show the contract PDF drawings.

1.4.1 Variation with Contract Drawings

The electronic files provided are not part of the contract documents. If there is any discrepancy between the electronic files and the contract

drawings, the contract drawings govern. The Government has no responsibility to modify any GFM due to changes in the design that occur after award.

Evaluate the content and quality of the GFM upon receipt. If major discrepancies or omissions occur in the GFM, notify the Contracting Officer and indicate the nature of such variations.

1.4.2 Data Loss, Corruption, and Error

Transfer of GFM files may result in corrupted files resulting in data loss and errors. Use of GFM files at own risk. Verify data integrity upon receipt and request a replacement if necessary. Make any adjustment in file structure, format, or software version as needed to make GFM compatible with computer systems and/or software to meet the requirements of the contract.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Warranty Management Plan

Warranty Tags

Spare Parts Data

SD-08 Manufacturer's Instructions

Posted Instructions

SD-10 Operation and Maintenance Data

Operation and Maintenance Manuals; G

SD-11 Closeout Submittals

As-Built Drawings; G

Record Drawings; G

As-Built Record of Equipment and Materials

Final Approved Shop Drawings; G

Construction Contract Specifications; G

Certification of EPA Designated Items; G

Certification Of USDA Designated Items; G

Interim DD FORM 1354; G

Checklist for DD FORM 1354; G

High Performance and Sustainable Building (HPSB) Checklist; G

1.6 SPARE PARTS DATA

Submit two copies of the Spare Parts Data list.

- a. Indicate manufacturer's name, part number, and stock level required for test and balance, pre-commissioning, maintenance and repair activities. List those items that may be standard to the normal maintenance of the system.
- b. At acceptance of commissioning, ensure the required stock level is supplied as indicated in subparagraph a for maintenance and repair activities through the facilities warranty period. Provision of spare parts does not relieve the Contractor of responsibilities listed under the contract guarantee provisions.

1.7 QUALITY CONTROL

Additions and corrections to the contract drawings must be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols must be the same as the original line colors, line weights, lettering, layering conventions, and symbols.

1.8 WARRANTY MANAGEMENT

1.8.1 Warranty Management Plan

Develop a warranty management plan which contains information relevant to FAR 52.246-21 Warranty of Construction. At least 30 days before the planned pre-warranty conference, submit four sets of the warranty management plan. Include within the warranty management plan all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan narrative must contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below must include due date and whether item has been submitted or was accomplished. Submit warranty information, made available during the construction phase, to the Contracting Officer for approval prior to each monthly pay estimate. Assemble approved information in a binder and turn over to the Government upon acceptance of the work. The construction warranty period must begin on the date of project acceptance and continue for the full product warranty period. Conduct a joint 4 month and 9 month warranty inspection, measured from time of acceptance; with the Contractor, Contracting Officer and the Customer Representative. The warranty management plan must include, but is not limited to, the following:

- a. Roles and responsibilities of personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or

suppliers involved.

- b. For each warranty, the name, address, telephone number, and e-mail of each of the guarantor's representatives nearest to the project location.
- c. A list and status of delivery of Certificates of Warranty for extended warranty items, including roofs, HVAC balancing, pumps, motors, transformers, and for commissioned systems, such as fire protection and alarm systems, sprinkler systems, and lightning protection systems.
- d. As-Built Record of Equipment and Materials list for each warranted equipment, item, feature of construction or system indicating:
 - (1) Name of item.
 - (2) Model and serial numbers.
 - (3) Location where installed.
 - (4) Name and phone numbers of manufacturers or suppliers.
 - (5) Names, addresses and telephone numbers of sources of spare parts.
 - (6) Warranties and terms of warranty. Include one-year overall warranty of construction, including the starting date of warranty of construction. Items which have warranties longer than one year must be indicated with separate warranty expiration dates.
 - (7) Cross-reference to warranty certificates as applicable.
 - (8) Starting point and duration of warranty period.
 - (9) Summary of maintenance procedures required to continue the warranty in force.
 - (10) Cross-reference to specific pertinent Operation and Maintenance manuals.
 - (11) Organization, names and phone numbers of persons to call for warranty service.
 - (12) Typical response time and repair time expected for various warranted equipment.
- e. The plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.
- f. Procedure and status of tagging of equipment covered by warranties longer than one year.
- g. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty or safety reasons.

1.8.2 Performance Bond

The Performance Bond must remain effective throughout the construction and warranty period.

- a. In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the remaining construction warranty funds of expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.
- b. In the event sufficient funds are not available to cover the construction warranty work performed by the Government at the Contractor's expense, the Contracting Officer will have the right to

recoup expenses from the bonding company.

- c. Following oral or written notification of required construction warranty repair work, respond in a timely manner. Written verification will follow oral instructions. Failure to respond will be cause for the Contracting Officer to proceed against the Contractor.

1.8.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. At this meeting, establish and review communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty. In connection with these requirements and at the time of the Contractor's quality control completion inspection, furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact must be located within the local service area of the warranted construction, be continuously available, and be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.8.4 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. Submit a report on any warranty item that has been repaired during the warranty period. Include within the report the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframe specified, the Government will perform the work and back charge the construction warranty payment item established.

- a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.
- b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.
- c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.
- d. The "Construction Warranty Service Priority List" is as follows:

Code 3-Electrical
Fence solar lights.

Code 3-All other work not listed above.

1.8.5 Warranty Tags

At the time of installation, tag each warranted item with a durable, oil and water resistant tag approved by the Contracting Officer. Attach each tag with a copper wire and spray with a silicone waterproof coating. Also, submit two record copies of the warranty tags showing the layout and design. The date of acceptance and the QC signature must remain blank until the project is accepted for beneficial occupancy. Show the following information on the tag.

Type of product/material	
Model number	
Serial number	
Contract number	
Warranty period from/to	
Inspector's signature	
Construction Contractor	
Address	
Telephone number	
Warranty contact	
Address	
Telephone number	
Warranty response time priority code	
WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.	

PART 2 PRODUCTS

2.1 RECORD DRAWINGS

Prepare the CAD drawing files in AutoCAD Release 2013 format compatible with a Windows 7 operating system.

2.1.1 Additional Drawings

If additional drawings are required, prepare them using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final record drawings must be identical to that used on the contract drawings.

2.1.1.1 Sheet Numbers and File Names

If a sheet needs to be added between two sequential sheets, append a Supplemental Drawing Designator in accordance with ERDC/ITL TR-12-6 Adding a drawing sheet, and ERDC/ITL TR-12-1 Adding or deleting drawing sheets and index sheet procedures.

2.2 PDF AS-BUILT FILES

Provide electronic PDF "plots" of all contract drawings sheets associated with the as-built drawing submittal. Compile and organize the PDF set to match the contract drawings.

2.3 REDLINES AND MARKUPS

Provide PDFs of the current working redlines and/or markups complying with the as-builts drawing and markup requirements contained in this specification.

2.4 AS-BUILT OR ADVANCED MODELING RE-SUBMISSION REQUIREMENTS

If elements of an as-built submittal are rejected, provide the following for each re-submission, in addition to any information required in Section 01 33 00 SUBMITTAL PROCEDURES:

- a. Re-submit all components required under paragraph As-Builts in response to Government comments.
- b. Provide a copy of all Government review comments.
- c. Provide a disposition/response to each Government review comment for a back-check of the re-submission deliverable.

PART 3 EXECUTION

3.1 AS-BUILT DRAWINGS

Provide and maintain two black line print copies of the PDF contract drawings for As-Built Drawings. Maintain the as-builts throughout construction as red-lined hard copies on site and red-lined PDF files. Submit As-Built Drawings 30 days prior to Beneficial Occupancy Date (BOD).

3.1.1 Markup Guidelines

Make comments and markup the drawings complete without reference to letters, memos, or materials that are not part of the As-Built drawing. Show what was changed, how it was changed, where item(s) were relocated and change related details. These working as-built markup prints must be neat, legible and accurate as follows:

- a. Use base colors of red, green, and blue. Color code for changes as

follows:

- (1) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes.
 - (2) Deletions (Red) - Over-strike deleted graphic items (lines), lettering in notes and leaders.
 - (3) Additions (Green) - Added items, lettering in notes and leaders.
- b. Provide a legend if colors other than the "base" colors of red, green, and blue are used.
 - c. Add and denote any additional equipment or material facilities, service lines, incorporated under As-Built Revisions if not already shown in legend.
 - d. Use frequent written explanations on markup drawings to describe changes. Do not totally rely on graphic means to convey the revision.
 - e. Use legible lettering and precise and clear digital values when marking prints. Clarify ambiguities concerning the nature and application of change involved.
 - f. Wherever a revision is made, also make changes to related section views, details, legend, profiles, plans and elevation views, schedules, notes and call out designations, and mark accordingly to avoid conflicting data on all other sheets.
 - g. For deletions, cross out all features, data and captions that relate to that revision.
 - h. For changes on small-scale drawings and in restricted areas, provide large-scale inserts, with leaders to the applicable location.
 - i. Indicate one of the following when attaching a print or sketch to a markup print:
 - 1) Add an entire drawing to contract drawings
 - 2) Change the contract drawing to show
 - 3) Provided for reference only to further detail the initial design.
 - j. Incorporate all shop and fabrication drawings into the markup drawings.

3.1.2 As-Built Drawings Content

Revise As-Built Drawings and red-lined PDF files in accordance with ERDC/ITL TR-12-1. Keep these working as-built markup drawings current on a weekly basis and at least one set available on the jobsite at all times. Changes from the contract drawings which are made during construction or additional information which might be uncovered in the course of construction must be accurately and neatly recorded as they occur by means of details and notes. Submit the working as-built markup drawings for approval prior to submission of each monthly pay estimate. For failure to maintain the working and final record drawings as specified herein, the

Contracting Officer will withhold 10 percent of the monthly progress payment until approval of updated drawings. Show on the as-built drawings, but not limited to, the following information:

- a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, show by offset dimensions to two permanently fixed surface features the end of each run including each change in direction on the record drawings. Locate valves, splice boxes and similar appurtenances by dimensioning along the utility run from a reference point. Also record the average depth below the surface of each run.
- b. The location and dimensions of any changes within the building structure.
- c. Layout and schematic drawings of electrical circuits and piping.
- d. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- e. Changes in details of design or additional information obtained from working drawings specified to be prepared or furnished by the Contractor; including but not limited to shop drawings, fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment, and foundations.
- f. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.
- g. Changes or Revisions which result from the final inspection.
- h. Where contract drawings or specifications present options, show only the option selected for construction on the working as-built markup drawings.
- i. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, furnish a contour map of the final borrow pit/spoil area elevations.
- j. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.
- k. Changes in location of equipment and architectural features.
- l. Modifications.
- m. Actual location of anchors, construction and control joints, etc., in concrete.
- n. Unusual or uncharted obstructions that are encountered in the contract work area during construction.
- o. Location, extent, thickness, and size of stone protection particularly where it will be normally submerged by water.

3.2 RECORD DRAWING FILES

If additional drawings are required, prepare them using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final record drawings must be identical to that used on the contract drawings. Accomplish additions and corrections to the contract drawings using CAD files. Provide all program files and hardware necessary to prepare final PDF record drawings. The Contracting Officer will review final PDF record drawings for accuracy and return them to the Contractor for required corrections, changes, additions, and deletions.

3.2.1 Rename the CAD Drawing files

Rename the CAD Drawing files using the contract number as the Project Code field, (e.g., W91238-15-C-10A-102.DWG) as instructed in the Pre-Construction conference. Use only those renamed files for the Marked-up changes. Make all changes on the layer/level as the original item.

- a. For AutoCAD files (DWG), enter all as-built delta changes and notations on the AS-BUILT layer.
- b. When final revisions have been completed, show the wording "RECORD DRAWING AS-BUILTS" followed by the name of the Contractor in letters at least 3/16 inch high on the cover sheet drawing. Date RECORD DRAWING AS-BUILTS" drawing revisions in the revision block.
- c. Within 14 days after Government approval of all of the working record drawings for a phase of work, prepare the final CAD record drawings for that phase of work and submit PDF drawing files and two sets of prints for review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 14 days revise the CAD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 14 days of substantial completion of all phases of work, submit the final record drawing package for the entire project. Submit one set of electronic CAD files, and one set of the approved working record PDF files on three optical disc[s] with two sets of prints. The CAD files must be complete in all details and identical in form and function to the CAD drawing files supplied by the Government. Prepare AutoCAD files for transmittal using e-Transmit. Make any transactions or adjustments necessary to accomplish this. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CAD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final record PDF drawing files, CAD files and marked prints as specified will be cause for withholding any payment due under this contract. Approval and acceptance of final record drawings must be accomplished before final payment is made.

3.3 RECORD DRAWINGS

Prepare final record drawings after the completion of each definable phase of work as listed in the Contractor Quality Control Plan (such as Foundations, Utilities, or Structural Steel as appropriate for the project). Transfer the changes from the approved working as-built markup drawings to the original electronic CAD drawing files. Modify the as-built CAD drawing files to correctly show the features of the project as-built by

bringing the working CAD drawing set into agreement with approved working as-built markup drawings, and adding such additional drawings as may be necessary. Refer to ERDC/ITL TR-12-1. Jointly review the working as-built markup drawings with printouts from working as-built CAD drawing PDF files for accuracy and completeness. Monthly review of working as-built CAD drawing PDF file printouts must cover all sheets revised since the previous review. These PDF drawing files are part of the permanent records of this project. Any drawings damaged or lost must be satisfactorily replaced at no expense to the Government.

Drawing revisions (include within change order price the cost to change working and final record drawings to reflect revisions) and compliance with the following procedures.

- a. Follow directions in the revision for posting descriptive changes.
- b. The revision delta size must be 5/16 inch unless the area where the delta is to be placed is crowded. Use a smaller size delta for crowded areas.
- c. Place a revision delta at the location of each deletion.
- d. For new details or sections which are added to a drawing, place a revision delta by the detail or section title.
- e. For minor changes, place a revision delta by the area changed on the drawing (each location).
- f. For major changes to a drawing, place a revision delta by the title of the affected plan, section, or detail at each location.
- g. For changes to schedules or drawings, place a revision delta either by the schedule heading or by the change in the schedule.

3.3.1 Final Record Drawing Package

Submit the final record PDF and CAD drawings package for the entire project within 20 days of substantial completion of all phases of work. Submit one set of ANSI D size PDF and CAD files on optical disc, read-only memory (ROM), two sets of ANSI D size prints and one set of the approved working record drawings. The package must be complete in all details and identical in form and function to the contract drawing files supplied by the Government.

3.4 FINAL APPROVED SHOP DRAWINGS

Submit final approved project shop drawings 30 days after transfer of the completed facility.

3.5 CONSTRUCTION CONTRACT SPECIFICATIONS

Submit final PDF file record construction contract specifications, including revisions thereto, 30 days after transfer of the completed facility.

3.6 AS-BUILT RECORD OF EQUIPMENT AND MATERIALS

Furnish one copy of preliminary record of equipment and materials used on the project 15 days prior to final inspection. This preliminary submittal will be reviewed and returned 7 days after final inspection with Government comments. Submit Two sets of final record of equipment and materials 10 days after final inspection. Key the designations to the related area depicted on the contract drawings. List the following data:

RECORD OF DESIGNATED EQUIPMENT AND MATERIALS DATA				
Description	Specification Section	Manufacturer and Catalog, Model, and Serial Number	Composition and Size	Where Used
LED Luminaire	26 56 00			
Pole Top Mounted Photovoltaic System with Battery	26 56 00			
Aluminum Poles	26 56 00			

3.7 OPERATION AND MAINTENANCE MANUALS

Provide project operation and maintenance manuals for designated equipment and materials. Provide four electronic copies of the Operation and Maintenance Manual files and one hard copy of the Operation and Maintenance Manuals. Submit to the Contracting Officer for approval within 30 calendar days of the Beneficial Occupancy Date (BOD). Update and resubmit files for final approval at BOD.

3.8 CLEANUP

Leave premises "broom clean." Clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition. [Clean][Replace] filters of operating equipment. Clean debris from roofs, gutters, downspouts and drainage systems. Sweep paved areas and rake clean landscaped areas. Remove waste and surplus materials, rubbish and construction facilities from the site..

-- End of Section --

SECTION 02 41 00

DEMOLITION

05/10

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AIR-CONDITIONING, HEATING AND REFRIGERATION INSTITUTE (AHRI)

AHRI Guideline K (2009) Guideline for Containers for Recovered Non-Flammable Fluorocarbon Refrigerants

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 145 (1991; R 2012) Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes

AASHTO T 180 (2017) Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ASSP A10.6 (2006) Safety & Health Program Requirements for Demolition Operations - American National Standard for Construction and Demolition Operations

CARPET AND RUG INSTITUTE (CRI)

CRI 104 (2015) Carpet Installation Standard for Commercial Carpet

CRI 105 (2015) Carpet Installation Standard for Residential Carpet

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements Manual

U.S. DEFENSE LOGISTICS AGENCY (DLA)

DLA 4145.25 (Jun 2000; Reaffirmed Oct 2010) Storage and Handling of Liquefied and Gaseous

Compressed Gases and Their Full and Empty
Cylinders

<http://www.aviation.dla.mil/UserWeb/aviationengineering/>

U.S. DEPARTMENT OF DEFENSE (DOD)

DOD 4000.25-1-M	(2006) MILSTRIP - Military Standard Requisitioning and Issue Procedures
MIL-STD-129	(2014; Rev R; Change 1 2018; Change 2 2019) Military Marking for Shipment and Storage

U.S. FEDERAL AVIATION ADMINISTRATION (FAA)

FAA AC 70/7460-1	(2015; Rev L) Obstruction Marking and Lighting

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 82	Protection of Stratospheric Ozone
49 CFR 173.301	Shipment of Compressed Gases in Cylinders and Spherical Pressure Vessels

1.2 PROJECT DESCRIPTION

1.2.1 Definitions

1.2.1.1 Demolition

Demolition is the process of wrecking or taking out any load-supporting structural member of a facility together with any related handling and disposal operations.

1.2.1.2 Demolition Plan

Demolition Plan is the planned steps and processes for managing demolition activities and identifying the required sequencing activities and disposal mechanisms.

1.2.2 Demolition Plan

Prepare a Demolition Plan and submit proposed salvage and demolition removal procedures for approval before work is started. Include in the plan procedures for careful removal and disposition of materials specified to be salvaged, coordination with other work in progress and a detailed description of methods and equipment to be used for each operation and of the sequence of operations. Coordinate with Waste Management Plan in accordance with Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL. Provide procedures for safe conduct of the work in accordance with EM 385-1-1. Plan shall be approved by Contracting Officer prior to work beginning.

1.2.3 General Requirements

Do not begin demolition until authorization is received from the Contracting Officer. Remove rubbish and debris from the project site; do not allow accumulations outside the buildings. The work includes demolition, salvage of identified items and materials, and removal of resulting rubbish and debris. Remove rubbish and debris from Government property daily, unless otherwise directed. Store materials that cannot be removed daily in areas specified by the Contracting Officer. In the interest of occupational safety and health, perform the work in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

1.3 ITEMS TO REMAIN IN PLACE

Take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government. Repair or replace damaged items as approved by the Contracting Officer. Coordinate the work of this section with all other work indicated. Construct and maintain shoring, bracing, and supports as required. Ensure that structural elements are not overloaded. Increase structural supports or add new supports as may be required as a result of any cutting, removal, deconstruction, or demolition work performed under this contract. Do not overload structural elements. Provide new supports and reinforcement for existing construction weakened by demolition, deconstruction, or removal work. Repairs, reinforcement, or structural replacement require approval by the Contracting Officer prior to performing such work.

1.3.1 Existing Construction Limits and Protection

Do not disturb existing construction beyond the extent indicated or necessary for installation of new construction. Provide temporary shoring and bracing for support of building components to prevent settlement or other movement. Provide protective measures to control accumulation and migration of dust and dirt in all work areas. Remove dust, dirt, and debris from work areas daily.

1.3.2 Trees

Protect trees within the project site which might be damaged during demolition and which are indicated to be left in place by a 6 foot high fence. Erect and secure fence a minimum of 5 feet from the trunk of individual trees or follow the outer perimeter of branches or clumps of trees. Replace any tree designated to remain that is damaged during the work under this contract with like-kind or as approved by the Contracting Officer.

1.3.3 Utility Service

Maintain existing utilities indicated to stay in service and protect against damage during demolition. Prior to start of work, utilities serving each area of alteration or removal will be shut off by the Government and disconnected and sealed by the Contractor.

1.4 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Demolition Plan; G

SD-07 Certificates

Notification; G
Notification of Demolition Form

SD-11 Closeout Submittals

Receipts

1.6 QUALITY ASSURANCE

Submit timely notification of demolition projects to Federal, State, regional, and local authorities in accordance with 40 CFR 61, Subpart M. Notify the State's environmental protection agency and the Contracting Officer in writing 10 working days prior to the commencement of work in accordance with 40 CFR 61, Subpart M. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," conform to the safety requirements contained in ASSP A10.6. Comply with the Environmental Protection Agency requirements specified. Use of explosives will not be permitted.

1.6.1 Hawaii Requirements

Complete and submit Notification of Demolition and Renovation form to Federal and State authorities and Contracting Officer, postmarked or delivered at least ten working days prior to commencement of work, in accordance with 40 CFR 61, Subpart M.

1.6.2 Dust and Debris Control

Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, flooding, or pollution.

1.7 PROTECTION

1.7.1 Traffic Control Signs

a. Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Contracting Officer prior to beginning such work.

1.7.2 Protection of Personnel

Before, during and after the demolition work continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the project site. No area, section, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

1.8 FOREIGN OBJECT DAMAGE (FOD)

Aircraft and aircraft engines are subject to FOD from debris and waste material lying on airfield pavements. Remove all such materials that may appear on operational aircraft pavements due to the Contractor's operations. If necessary, the Contracting Officer may require the Contractor to install a temporary barricade at the Contractor's expense to control the spread of FOD potential debris. The barricade shall include a fence covered with a fabric designed to stop the spread of debris. Anchor the fence and fabric to prevent displacement by winds or jet/prop blasts. Remove barricade when no longer required.

1.9 RELOCATIONS

Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Repair or replace items to be relocated which are damaged by the Contractor with new undamaged items as approved by the Contracting Officer.

1.10 EXISTING CONDITIONS

Before beginning any demolition, survey the site and examine the drawings and specifications to determine the extent of the work. Record existing conditions in the presence of the Contracting Officer showing the condition of structures and other facilities adjacent to areas of alteration or removal. Photographs sized 4 inch will be acceptable as a record of existing conditions. It is the Contractor's responsibility to verify and document all required outages which will be required during the course of work, and to note these outages on the record document. Submit survey results.

PART 2 PRODUCTS

2.1 FILL MATERIAL

- a. Comply with excavating, backfilling, and compacting procedures for soils used as backfill material to fill voids, depressions or excavations resulting from demolition of structures.

PART 3 EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED

Inspect and evaluate existing structures onsite for reuse. Existing construction scheduled to be removed for reuse shall be disassembled. Dismantled and removed materials are to be separated, set aside, and prepared as specified, and stored or delivered to a collection point for

reuse, remanufacture, recycling, or other disposal, as specified. Materials shall be designated for reuse onsite whenever possible.

3.1.1 Chain Link Fencing

Remove chain link fencing, gates and other related salvaged items scheduled for removal and transport to designated areas. Remove gates as whole units. Cut chain link fabric to the lengths indicated and store in rolls off the ground.

3.2 CONCURRENT EARTH-MOVING OPERATIONS

Do not begin excavation, filling, and other earth-moving operations that are sequential to demolition work in areas occupied by structures to be demolished until all demolition in the area has been completed and debris removed. Fill holes and other hazardous openings.

3.3 DISPOSITION OF MATERIAL

3.3.1 Title to Materials

Except for salvaged items specified in related Sections, and for materials or equipment scheduled for salvage, all materials and equipment removed and not reused or salvaged, shall become the property of the Contractor and shall be removed from Government property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Contracting Officer of the Contractor's demolition and removal procedures, and authorization by the Contracting Officer to begin demolition. The Government will not be responsible for the condition or loss of, or damage to, such property after contract award. Showing for sale or selling materials and equipment on site is prohibited.

3.3.2 Reuse of Materials and Equipment

Remove and store materials and equipment listed in the Demolition Plan to be reused or relocated to prevent damage, and reinstall as the work progresses. Coordinate the re-use of materials and equipment with the re-use requirements in accordance with Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL. Capture re-use of materials in the diversion calculations for the project.

3.3.3 Salvaged Materials and Equipment

Remove materials and equipment that are listed in the Demolition Plan to be removed by the Contractor and that are to remain the property of the Government, and deliver to a storage site, as directed.

- a. Salvage items and material to the maximum extent possible.
- b. Store all materials salvaged for the Contractor as approved by the Contracting Officer and remove from Government property before completion of the contract. Coordinate the salvaged materials with tracking requirements in accordance with Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL. Capture salvaged materials in the diversion calculations for the project.

- c. Remove salvaged items to remain the property of the Government in a manner to prevent damage, and packed or crated to protect the items from damage while in storage or during shipment. Items damaged during removal or storage must be repaired or replaced to match existing items. Properly identify the contents of containers.
- d. Remove historical items in a manner to prevent damage. Deliver the following historical items to the Government for disposition: Corner stones, contents of corner stones, and document boxes wherever located on the site.

3.3.4 Transportation Guidance

Ship all ODS containers in accordance with MIL-STD-129, DLA 4145.25 (also referenced one of the following: Army Regulation 700-68, Naval Supply Instruction 4440.128C, Marine Corps Order 10330.2C, and Air Force Regulation 67-12), 49 CFR 173.301, and DOD 4000.25-1-M.

3.3.5 Unsalvageable and Non-Recyclable Material

Dispose of unsalvageable and non-recyclable noncombustible material in a sanitary fill area offsite. Dispose of unsalvageable and non-recyclable combustible material in the sanitary fill area located off the site.

3.4 CLEANUP

Remove debris and rubbish from basement and similar excavations. Remove and transport the debris in a manner that prevents spillage on streets or adjacent areas. Apply local regulations regarding hauling and disposal.

3.5 DISPOSAL OF REMOVED MATERIALS

3.5.1 Regulation of Removed Materials

Dispose of debris, rubbish, scrap, and other nonsalvageable materials resulting from removal operations with all applicable federal, state and local regulations as contractually specified in the Waste Management Plan. Storage of removed materials on the project site is prohibited.

3.5.2 Removal from Government Property

Transport waste materials removed from demolished areas, except waste soil, from Government property for legal disposal. Dispose of waste soil as directed.

3.6 REUSE OF SALVAGED ITEMS

Recondition salvaged materials and equipment designated for reuse before installation. Replace items damaged during removal and salvage operations or restore them as necessary to usable condition.

-- End of Section --

SECTION 03 30 53

MISCELLANEOUS CAST-IN-PLACE CONCRETE
05/14

PART 1 GENERAL

1.1 SUMMARY

Perform all work in accordance with ACI 318.

1.2 UNIT PRICES

1.2.1 Concrete Payment

Payment will cover all costs associated with manufacturing, furnishing, delivering, placing, finishing, and curing of concrete for the various items of the schedule, including the cost of all formwork. Payment for concrete, for which payment is made as a lump sum, is to be included in this unit price payment item. Payment for grout, preformed expansion joints, field-molded sealants, waterstops, reinforcing steel bars or wire reinforcement is to be included in this unit price payment item.

1.2.2 Measurement

Concrete will be measured for payment on the basis of the actual volume of concrete within the pay lines of the structures as indicated. Measurement of concrete placed against the sides of any excavation without the use of intervening forms will be made only within the pay lines of the structure. No deductions will be made for rounded or beveled edge, for space occupied by metal work, for electrical conduits or timber, or for voids or embedded items that are either less than 5 cubic feet in volume or 1 square foot in cross section.

1.2.3 Unit of Measure

Unit of measure: cubic yard.

1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN CONCRETE INSTITUTE (ACI)

ACI 117	(2010; Errata 2011) Specifications for Tolerances for Concrete Construction and Materials and Commentary
ACI 301	(2016) Specifications for Structural Concrete
ACI 301M	(2016) Metric Specifications for Structural Concrete

ACI 302.1R	(2015) Guide for Concrete Floor and Slab Construction
ACI 304R	(2000; R 2009) Guide for Measuring, Mixing, Transporting, and Placing Concrete
ACI 305R	(2010) Guide to Hot Weather Concreting
ACI 306R	(2016) Guide to Cold Weather Concreting
ACI 318	(2014; Errata 1-2 2014; Errata 3-5 2015; Errata 6 2016; Errata 7-9 2017) Building Code Requirements for Structural Concrete (ACI 318-14) and Commentary (ACI 318R-14)
ACI 318M	(2014; ERTA 2015) Building Code Requirements for Structural Concrete & Commentary
ACI 347R	(2014; Errata 1 2017) Guide to Formwork for Concrete
ACI SP-66	(2004) ACI Detailing Manual
ASTM INTERNATIONAL (ASTM)	
ASTM A615/A615M	(2016) Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A1064/A1064M	(2017) Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31/C31M	(2019) Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33/C33M	(2018) Standard Specification for Concrete Aggregates
ASTM C39/C39M	(2018) Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94/C94M	(2018) Standard Specification for Ready-Mixed Concrete
ASTM C143/C143M	(2015) Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150/C150M	(2018) Standard Specification for Portland Cement
ASTM C172/C172M	(2017) Standard Practice for Sampling Freshly Mixed Concrete

ASTM C173/C173M	(2016) Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C231/C231M	(2017a) Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260/C260M	(2010a; R 2016) Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	(2011) Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C494/C494M	(2017) Standard Specification for Chemical Admixtures for Concrete
ASTM C595/C595M	(2018) Standard Specification for Blended Hydraulic Cements
ASTM C618	(2019) Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C685/C685M	(2017) Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C920	(2018) Standard Specification for Elastomeric Joint Sealants
ASTM C989/C989M	(2018a) Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1064/C1064M	(2017) Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1157/C1157M	(2017) Standard Performance Specification for Hydraulic Cement
ASTM C1260	(2014) Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1567	(2013) Standard Test Method for Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)
ASTM C1602/C1602M	(2018) Standard Specification for Mixing Water Used in Production of Hydraulic Cement Concrete
ASTM D75/D75M	(2019) Standard Practice for Sampling Aggregates

ASTM D98	(2015) Calcium Chloride
ASTM D412	(2016) Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers - Tension
ASTM D471	(2016a) Standard Test Method for Rubber Property - Effect of Liquids
ASTM D1752	(2018) Standard Specification for Preformed Sponge Rubber, Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM E96/E96M	(2016) Standard Test Methods for Water Vapor Transmission of Materials
ASTM E1155	(2014) Standard Test Method for Determining Floor Flatness and Floor Levelness Numbers
ASTM E1155M	(2014) Standard Test Method for Determining Floor Flatness and Floor Levelness Numbers (Metric)
ASTM E1643	(2018a) Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs
ASTM E1745	(2017) Standard Specification for Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs
ASTM E1993/E1993M	(1998; R 2013; E 2013) Standard Specification for Bituminous Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 513	(1974) Corps of Engineers Specifications for Rubber Waterstops
COE CRD-C 572	(1974) Corps of Engineers Specifications for Polyvinylchloride Waterstops

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 247	Comprehensive Procurement Guideline for Products Containing Recovered Materials

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office

that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Installation Drawings; G

SD-03 Product Data

Air-Entraining Admixture
Accelerating Admixture
Water-Reducing or Retarding Admixture
Curing Materials
Expansion Joint Filler Strips, Premolded
Joint Sealants - Field Molded Sealants
Batching and Mixing Equipment
Conveying and Placing Concrete
Formwork
Mix Design Data; G
Ready-Mix Concrete
Curing Compound
Mechanical Reinforcing Bar Connectors

SD-06 Test Reports

Aggregates
Concrete Mixture Proportions; G
Compressive Strength Testing;
Slump; G
Air Content
Water

SD-07 Certificates

Cementitious Materials
Pozzolan
Aggregates
Delivery Tickets

SD-08 Manufacturer's Instructions

Curing Compound

1.5 QUALITY ASSURANCE

Indicate specific locations of Concrete Placement, Forms, and Steel Reinforcement on installation drawings and include, but not be limited to, square feet of concrete placements, thicknesses and widths, plan dimensions, and arrangement of cast-in-place concrete section.

PART 2 PRODUCTS

2.1 SYSTEM DESCRIPTION

The Government retains the option to sample and test aggregates and

concrete to determine compliance with the specifications. Provide facilities and labor as may be necessary to assist the Government in procurement of representative test samples. Obtain samples of aggregates at the point of batching in accordance with ASTM D75/D75M. Sample concrete in accordance with ASTM C172/C172M. Determine slump and air content in accordance with ASTM C143/C143M and ASTM C231/C231M, respectively, when cylinders are molded. Prepare, cure, and transport compression test specimens in accordance with ASTM C31/C31M. Test compression test specimens in accordance with ASTM C39/C39M. Take samples for strength tests not less than once each shift in which concrete is produced. Provide a minimum of five specimens from each sample; two to be tested at 28 days (90 days if pozzolan is used) for acceptance, two will be tested at 7 days for information and one held in reserve.

2.1.1 Strength

Acceptance test results are the average strengths of two specimens tested at 28 days (90 days if pozzolan is used). The strength of the concrete is considered satisfactory so long as the average of three consecutive acceptance test results equal or exceed the specified compressive strength, f'_c , but not more than 20 percent, and no individual acceptance test result falls below f'_c by more than 500 psi.

2.1.2 Construction Tolerances

Apply a Class "C" finish to all surfaces except those specified to receive a Class "D" finish. Apply a Class "D" finish to all post-construction surfaces which will be permanently concealed. Surface requirements for the classes of finish required are as specified in ACI 117.

2.1.3 Concrete Mixture Proportions

Concrete mixture proportions are the responsibility of the Contractor. Mixture proportions must include the dry weights of cementitious material(s); the nominal maximum size of the coarse aggregate; the specific gravities, absorptions, and saturated surface-dry weights of fine and coarse aggregates; the quantities, types, and names of admixtures; and quantity of water per yard of concrete. Provide materials included in the mixture proportions of the same type and from the same source as will be used on the project. The specified compressive strength f'_c is 3,000 psi at 28 days (90 days if pozzolan is used). The maximum nominal size coarse aggregate is 3/4 inch, in accordance with ACI 304R. The air content must be between 4.5 and 7.5 percent with a slump between 2 and 5 inches. The maximum water-cementitious material ratio is 0.50. Submit the applicable test reports and mixture proportions that will produce concrete of the quality required, ten days prior to placement of concrete.

2.2 MATERIALS

Submit manufacturer's literature from suppliers which demonstrates compliance with applicable specifications for the specified materials.

2.2.1 Cementitious Materials

Submit Manufacturer's certificates of compliance, accompanied by mill test reports, attesting that the concrete materials meet the requirements of the specifications in accordance with the Special Clause "CERTIFICATES OF COMPLIANCE". Also, certificates for all material conforming to EPA's

Comprehensive Procurement Guidelines (CPG), in accordance with 40 CFR 247. Provide cementitious materials that conform to the appropriate specifications listed:

2.2.1.1 Portland Cement

ASTM C150/C150M, Type I or II, with tri-calcium aluminates (C3A) content less than 10 percent and a maximum cement-alkali content of 0.80 percent Na₂Oe (sodium oxide) equivalent.

2.2.1.2 Pozzolan

Provide pozzolan that conforms to ASTM C618, Class F, including requirements of Tables 1A and 2A.

2.2.2 Aggregates

For fine and coarse aggregates meet the quality and grading requirements of ASTM C33/C33M. Submit certificates of compliance and test reports for aggregates showing the material(s) meets the quality and grading requirements of the specifications under which it is furnished.

2.2.3 Admixtures

Provide admixtures, when required or approved, in compliance with the appropriate specification listed. Retest chemical admixtures that have been in storage at the project site, for longer than 6 months or that have been subjected to freezing, at the expense of the Contractor at the request of the Contracting Officer and will be rejected if test results are not satisfactory.

2.2.3.1 Air-Entraining Admixture

Provide air-entraining admixture that meets the requirements of ASTM C260/C260M.

2.2.3.2 Water-Reducing or Retarding Admixture

Provide water-reducing or retarding admixture meeting the requirements of ASTM C494/C494M, Type A, B, or D.

2.2.4 Water

Mixing and curing water in compliance with the requirements of ASTM C1602/C1602M; potable, and free of injurious amounts of oil, acid, salt, or alkali. Submit test report showing water complies with ASTM C1602/C1602M.

2.2.5 Reinforcing Steel

Provide reinforcing bars conforming to the requirements of ASTM A615/A615M, Grade 60, deformed. Provide welded steel wire reinforcement conforming to the requirements of ASTM A1064/A1064M. Detail reinforcement not indicated in accordance with ACI 301 and ACI SP-66. Provide mechanical reinforcing bar connectors in accordance with ACI 301 and provide 125 percent minimum yield strength of the reinforcement bar.

2.2.6 Formwork

Design and engineer the formwork as well as its construction in accordance with ACI 301 Section 2 and 5 and ACI 347R. Fabricate of wood, steel, or other approved material. Submit formwork design prior to the first concrete placement.

2.2.7 Form Coatings

Provide form coating in accordance with ACI 301.

2.2.8 Curing Materials

Provide curing materials in accordance with ACI 301, Section 5.

2.3 READY-MIX CONCRETE

Provide ready-mix concrete with mix design data conforming to ACI 301 Part 2. Submit delivery tickets in accordance with ASTM C94/C94M for each ready-mix concrete delivery, include the following additional information: .

- a. Type and brand cement
- b. Cement content in 94-pound bags per cubic yard of concrete
- c. Maximum size of aggregate
- d. Amount and brand name of admixture
- e. Total water content expressed by water cementitious material ratio

PART 3 EXECUTION

3.1 PREPARATION

Prepare construction joints to expose coarse aggregate. The surface must be clean, damp, and free of laitance. Construct ramps and walkways, as necessary, to allow safe and expeditious access for concrete and workmen. Remove snow, ice, standing or flowing water, loose particles, debris, and foreign matter. Satisfactorily compact earth foundations. Make spare vibrators available. Placement cannot begin until the entire preparation has been accepted by the Government.

3.1.1 Embedded Items

Secure reinforcement in place after joints, anchors, and other embedded items have been positioned. Arrange internal ties so that when the forms are removed the metal part of the tie is not less than 2 inches from concrete surfaces permanently exposed to view or exposed to water on the finished structures. Prepare embedded items so they are be free of oil and other foreign matters such as loose coatings or rust, paint, and scale. The embedding of wood in concrete is permitted only when specifically authorized or directed. Provide all equipment needed to place, consolidate, protect, and cure the concrete at the placement site and in good operating condition.

3.1.2 Formwork Installation

Forms must be properly aligned, adequately supported, and mortar-tight. Provide smooth form surfaces, free from irregularities, dents, sags, or holes when used for permanently exposed faces. Chamfer all exposed joints and edges , unless otherwise indicated.

3.1.3 Production of Concrete

3.1.3.1 Ready-Mixed Concrete

Provide ready-mixed concrete conforming to ASTM C94/C94M except as otherwise specified.

3.1.3.2 Concrete Made by Volumetric Batching and Continuous Mixing

Conform to ASTM C685/C685M.

3.2 CONVEYING AND PLACING CONCRETE

Convey and place concrete in accordance with ACI 301, Section 5.

3.2.1 Hot-Weather Requirements

Place concrete in hot weather in accordance with ACI 305R

3.3 FINISHING

3.3.1 Temperature Requirement

Do not finish or repair concrete when either the concrete or the ambient temperature is below 50 degrees F.

3.3.2 Finishing Formed Surfaces

Remove all fins and loose materials , and surface defects including filling of tie holes. Repair all honeycomb areas and other defects. Remove all unsound concrete from areas to be repaired. Ream or chip surface defects greater than 1/2 inch in diameter and holes left by removal of tie rods in all surfaces not to receive additional concrete and fill with dry-pack mortar. Brush-coat the prepared area with an approved epoxy resin or latex bonding compound or with a neat cement grout after dampening and filling with mortar or concrete. Use a blend of portland cement and white cement in mortar or concrete for repairs to all surfaces permanently exposed to view shall be so that the final color when cured is the same as adjacent concrete.

3.4 CURING AND PROTECTION

Cure and protect in accordance with ACI 301, Section 5.

3.5 FORM WORK

Provide form work in accordance with ACI 301, Section 2 and Section 5.

3.5.1 Removal of Forms

Remove forms in accordance with ACI 301, Section 2.

3.6 STEEL REINFORCING

Reinforcement must be free from loose, flaky rust and scale, and free from oil, grease, or other coating which might destroy or reduce the reinforcement's bond with the concrete.

3.6.1 Fabrication

Shop fabricate steel reinforcement in accordance with ACI 318 and ACI SP-66. Provide shop details and bending in accordance with ACI 318 and ACI SP-66.

3.6.2 Splicing

Perform splices in accordance with ACI 318 and ACI SP-66.

3.6.3 Supports

Secure reinforcement in place by the use of metal or concrete supports, spacers, or ties.

3.7 EMBEDDED ITEMS

Before placing concrete, take care to determine that all embedded items are firmly and securely fastened in place. Provide embedded items free of oil and other foreign matter, such as loose coatings of rust, paint and scale. Embedding of wood in concrete is permitted only when specifically authorized or directed.

3.8 TESTING AND INSPECTING

Report the results of all tests and inspections conducted at the project site informally at the end of each shift. Submit written reports weekly. Deliver within three days after the end of each weekly reporting period. See Section 01 45 00.00 10 QUALITY CONTROL.

3.8.1 Field Testing Technicians

The individuals who sample and test concrete must have demonstrated a knowledge and ability to perform the necessary test procedures equivalent to the ACI minimum guidelines for certification of Concrete Field Testing Technicians, Grade I.

3.8.2 Preparations for Placing

Inspect foundation or construction joints, forms, and embedded items in sufficient time prior to each concrete placement to certify that it is ready to receive concrete.

3.8.3 Sampling and Testing

- a. Obtain samples and test concrete for quality control during placement. Sample fresh concrete for testing in accordance with ASTM C172/C172M. Make six test cylinders.
- b. Test concrete for compressive strength at 7 and 28 days for each design mix and for every 100 cubic yards of concrete. Test two cylinders at 7 days; two cylinders at 28 days; and hold two cylinders in reserve.

Conform test specimens to ASTM C31/C31M. Perform compressive strength testing conforming to ASTM C39/C39M.

- c. Test slump at the site of discharge for each design mix in accordance with ASTM C143/C143M. Check slump once during each shift that concrete is produced.
- d. Test air content for air-entrained concrete in accordance with ASTM C231/C231M. Test concrete using lightweight or extremely porous aggregates in accordance with ASTM C173/C173M. Check air content at least once during each shift that concrete is placed.
- e. Determine temperature of concrete at time of placement in accordance with ASTM C1064/C1064M. Check concrete temperature at least once during each shift that concrete is placed.

3.8.4 Action Required

3.8.4.1 Placing

Do not begin placement until the availability of an adequate number of acceptable vibrators, which are in working order and have competent operators, has been verified. Discontinue placing if any lift is inadequately consolidated.

3.8.4.2 Air Content

Whenever an air content test result is outside the specification limits, adjust the dosage of the air-entrainment admixture prior to delivery of concrete to forms.

3.8.4.3 Slump

Whenever a slump test result is outside the specification limits, adjust the batch weights of water and fine aggregate prior to delivery of concrete to the forms. Make the adjustments so that the water-cementitious material ratio does not exceed that specified in the submitted concrete mixture proportion and the required concrete strength is still met.

-- End of Section --

SECTION 26 56 00

EXTERIOR LIGHTING

05/20

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ALLIANCE FOR TELECOMMUNICATIONS INDUSTRY SOLUTIONS (ATIS)

ATIS ANSI O5.1 (2017) Wood Poles -- Specifications & Dimensions

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO LTS (2013; Errata 2013) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

ASCE 7-16 (2017; Errata 2018; Supp 1 2018) Minimum Design Loads and Associated Criteria for Buildings and Other Structures

AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)

AWPA U1 (2020) Use Category System: User Specification for Treated Wood

ASTM INTERNATIONAL (ASTM)

ASTM A123/A123M (2017) Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM A153/A153M (2016a) Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM B108/B108M (2019) Standard Specification for Aluminum-Alloy Permanent Mold Castings

ASTM B117 (2019) Standard Practice for Operating Salt Spray (Fog) Apparatus

ASTM C1089 (2013) Standard Specification for Spun Cast Prestressed Concrete Poles

ASTM G154 (2016) Standard Practice for Operating
Fluorescent Light Apparatus for UV
Exposure of Nonmetallic Materials

CALIFORNIA ENERGY COMMISSION (CEC)

CEC Title 24 (2016) Building Energy Efficiency
Standards For Residential and
Nonresidential Buildings

EUROPEAN UNION (EU)

Directive 2011/65/EU (2011) Restriction of the Use of Certain
Hazardous Substances in Electrical and
Electronic Equipment

ILLUMINATING ENGINEERING SOCIETY (IES)

IES HB-10 (2011; Errata 2015) IES Lighting Handbook

IES LM-79 (2008) Electrical and Photometric
Measurements of Solid-State Lighting
Products

IES LM-80 (2019) Measuring Lumen Maintenance of LED
Light Sources

IES RP-8 (2018; Addenda 1 2020) Recommended Practice
for Lighting Roadway and Parking Facilities

IES RP-16 (2017) Nomenclature and Definitions for
Illuminating Engineering

IES RP-33 (2014) Lighting for Exterior Environments

IES TM-15 (2011) Luminaire Classification System for
Outdoor Luminaires

IES TM-21 (2019) Projecting Long Term Lumen
Maintenance of LED Light Sources

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 100 (2000; Archived) The Authoritative
Dictionary of IEEE Standards Terms

IEEE C2 (2017; Errata 1-2 2017; INT 1 2017)
National Electrical Safety Code

IEEE C62.41.2 (2002) Recommended Practice on
Characterization of Surges in Low-Voltage
(1000 V and Less) AC Power Circuits

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

ANSI C136.3 (2020) Roadway and Area Lighting Equipment
- Luminaire Attachments

ANSI C136.13	(2014) Roadway and Area Lighting Equipment - Metal Brackets for Wood Poles
ANSI C136.21	(2014) American National Standard for Roadway and Area Lighting Equipment - Vertical Tenons Used with Post-Top-Mounted Luminaires
ANSI C136.41	(2013) Roadway and Area Lighting Equipment-Dimming Control Between an External Locking Type Photocontrol and Ballast or Driver
NEMA 250	(2018) Enclosures for Electrical Equipment (1000 Volts Maximum)
NEMA ANSLG C78.377	(2017) Electric Lamps- Specifications for the Chromaticity of Solid State Lighting Products
NEMA C82.77-10	(2020) Harmonic Emission Limits - Related Power Quality Requirements
NEMA C136.10	(2017) American National Standard for Roadway and Area Lighting Equipment-Locking-Type Photocontrol Devices and Mating Receptacles--Physical and Electrical Interchangeability and Testing
NEMA C136.20	(2012) American National Standard for Roadway and Area Lighting Equipment - Fiber Reinforced Composite (FRC) Lighting Poles
NEMA C136.31	(2018) Roadway and Area Lighting Equipment - Luminaire Vibration
NEMA ICS 2	(2000; R 2005; Errata 2008) Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated 600 V
NEMA ICS 6	(1993; R 2016) Industrial Control and Systems: Enclosures
NEMA IEC 60529	(2004) Degrees of Protection Provided by Enclosures (IP Code)
NEMA SSL 1	(2016) Electronic Drivers for LED Devices, Arrays, or Systems
NEMA SSL 3	(2011) High-Power White LED Binning for General Illumination
NEMA WD 7	(2011; R 2016) Occupancy Motion Sensors Standard

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2020; ERTA 20-1 2020; ERTA 20-2 2020; TIA 20-1; TIA 20-2; TIA 20-3; TIA 20-4)
National Electrical Code

U.S. DEPARTMENT OF AGRICULTURE (USDA)

RUS Bull 1728F-700 (2011) Specification for Wood Poles,
Stubs, and Anchor Logs

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

47 CFR 15 Radio Frequency Devices

UNDERWRITERS LABORATORIES (UL)

UL 773 (2016; Reprint Jul 2020) UL Standard for
Safety Plug-In, Locking Type Photocontrols
for Use with Area Lighting

UL 773A (2016; Reprint Jun 2020) UL Standard for
Safety Nonindustrial Photoelectric
Switches for Lighting Control

UL 916 (2015) Standard for Energy Management
Equipment

UL 924 (2016; Reprint May 2020) UL Standard for
Safety Emergency Lighting and Power
Equipment

UL 1310 (2018) UL Standard for Safety Class 2
Power Units

UL 1598 (2008; Reprint Oct 2012) Luminaires

UL 8750 (2015; Reprint Sep 2020) UL Standard for
Safety Light Emitting Diode (LED)
Equipment for Use in Lighting Products

1.2 RELATED REQUIREMENTS

Materials not considered to be luminaires, luminaire accessories, or lighting equipment are specified in Section 33 71 02 UNDERGROUND ELECTRICAL DISTRIBUTION.

1.3 DEFINITIONS

- a. Unless otherwise specified or indicated, electrical and electronics terms used in these specifications and on the drawings must be as defined in IEEE 100 and IES RP-16.
- b. For LED luminaire light sources, "Useful Life" is the operating hours before reaching 70 percent of the initial rated lumen output (L70) with no catastrophic failures under normal operating conditions. This is also known as 70 percent "Rated Lumen Maintenance Life" as defined in

IES LM-80.

- c. For LED luminaires, "Luminaire Efficacy" (LE) is the appropriate measure of energy efficiency, measured in lumens/watt. This is gathered from LM-79 data for the luminaire, in which absolute photometry is used to measure the lumen output of the luminaire as one entity, not the source separately and then the source and housing together.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Luminaire Drawings; G

Photovoltaic Lighting System Drawings; G

SD-03 Product Data

Luminaires; G

Light Sources; G

LED Drivers; G

Luminaire Warranty; G

Photovoltaic Lighting System; G

Photovoltaic Lighting System Warranty; G

Motion Sensors; G

Poles; G

SD-04 Samples

Luminaire Samples; G

SD-05 Design Data

Luminaire Design Data; G

Photometric Plan; G

SD-06 Test Reports

IES LM-79 Test Report; G

IES LM-80 Test Report; G

IES TM-21 Test Report; G

Photovoltaic Lighting System: G

SD-08 Manufacturer's Instructions

Photovoltaic Lighting System

SD-10 Operation and Maintenance Data

Photovoltaic Lighting System, Data Package 5; G

Maintenance Staff Training Plan; G

End-User Training Plan; G

1.5 QUALITY ASSURANCE

Data, drawings, and reports must employ the terminology, classifications and methods prescribed by the IES HB-10 as applicable, for the lighting system specified.

1.5.1 Drawing Requirements

1.5.1.1 Luminaire Drawings

Include dimensions, effective projected area (EPA), weight, accessories, and installation and construction details. Photometric data, including CRI, CCT, TM-15-11 BUG rating, LED driver type, aiming diagram, zonal lumen data, and candlepower distribution data per LM-79 must accompany shop drawings.

1.5.1.2 Pole Drawings

Include dimensions, wind load determined in accordance with AASHTO LTS, pole deflection, pole class, and other applicable information.

1.5.2 Luminaire Design Data

- a. Provide distribution data according to IES classification type as defined in IES HB-10 and IES RP-8.
- b. B.U.G. rating for the installed position as defined by IES TM-15 and shielding as defined by IES RP-8.
- c. Provide safety certification and file number for the luminaire family. Include listing, labeling and identification in accordance with NFPA 70 (NEC). Applicable testing bodies are determined by the US Occupational Safety Health Administration (OSHA) as Nationally Recognized Testing Laboratories (NRTL) and include: CSA (Canadian Standards Association), ETL (Edison Testing Laboratory), and UL (Underwriters Laboratories).
- d. Provide long term lumen maintenance projections for each LED luminaire in accordance with IES TM-21. Data used for projections must be obtained from testing in accordance with IES LM-80.

- e. Provide wind loading calculations for luminaires mounted on poles. Weight and effective projected area (EPA) of luminaires and mounting brackets must not exceed maximum rating of pole as installed in particular wind zone area.

1.5.3 IES LM-79 Test Report

Submit test report on manufacturer's standard production model of specified luminaire. Testing must be performed at the same operating drive current as specified luminaire. Include all applicable and required data as outlined under "14.0 Test Report" in IES LM-79.

1.5.4 IES LM-80 Test Report

Submit report on manufacturer's standard production LED light source (package, array, or module) of specified luminaire. Testing must be performed at the same operating drive current as specified luminaire. Include all applicable and required data as outlined under "8.0 Test Report" in IES LM-80.

1.5.5 IES TM-21 Test Report

Submit test report on manufacturer's standard production LED light source (package, array or module) of specified luminaire. Testing must be performed at the same operating drive current as specified luminaire. Include all applicable and required data, as well as required interpolation information as outlined under "7.0 Report" in IES TM-21.

1.5.6 Photometric Plan

For LED luminaires, include computer-generated photometric analysis of the "designed to" values in accordance with IES RP-33 for the "end of useful life" of the luminaire installation using a light loss factor of 0.81. Provide photometric plans that meet criteria in the Basis of Design in the project plans. Include the following in the submittal:

- a. Horizontal illuminance measurements at finished grade, taken at a maximum grid size of 10 feet by 10 feet.
- b. Vertical illuminance measurements at 5 feet above finished grade at all sidewalks and crosswalks, taken at a maximum of 10 feet.
- c. Minimum and maximum footcandle levels.
- d. Average maintained footcandle level.
- e. Maximum to minimum ratio for horizontal illuminance only.

1.5.7 Test Laboratories

Test laboratories for the IES LM-79 and IES LM-80 test reports must be one of the following:

- a. National Voluntary Laboratory Accreditation Program (NVLAP) accredited for solid-state lighting testing as part of the Energy-Efficient Lighting Products laboratory accreditation program.

- b. One of the qualified labs listed on the Department of Energy - Energy Efficiency & Renewable Energy, Solid-State Lighting web site.
- c. One of the EPA-Recognized Laboratories listed at for LM-80 testing.

1.5.8 Regulatory Requirements

Equipment, materials, installation, and workmanship must be in accordance with the mandatory and advisory provisions of NFPA 70 unless more stringent requirements are specified or indicated. Provide luminaires and assembled components that are approved by and bear the label of UL for the applicable location and conditions unless otherwise specified.

1.5.9 Standard Products

Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Products must have been in satisfactory commercial or industrial use for six months prior to bid opening. The six-month period must include applications of equipment and materials under similar circumstances and of similar size. The product must have been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the six-month period. Where two or more items of the same class of equipment are required, these items must be products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in this section.

1.5.9.1 Alternative Qualifications

Products having less than a six-month field service record will be acceptable if a certified record of satisfactory field operation for not less than 6000 hours, exclusive of the manufacturers' factory or laboratory tests, is furnished.

1.5.9.2 Material and Equipment Manufacturing Date

Do not use products manufactured more than six months prior to date of delivery to site, unless specified otherwise.

1.6 DELIVERY, STORAGE, AND HANDLING OF POLES

1.6.1 Aluminum Poles

Do not store poles on ground. Support poles so they are at least one foot above ground level and growing vegetation. Do not remove factory-applied pole wrappings until just before installing pole.

1.7 WARRANTY

Support all equipment items by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

1.7.1 Luminaire Warranty

Provide and transfer to the government the original LED luminaire manufacturers standard commercial warranty for each different luminaire manufacturer used in the project.

- a. Provide a written five year minimum replacement warranty for material, luminaire finish, and workmanship. Provide written warranty document that contains all warranty processing information needed, including customer service point of contact, whether or not a return authorization number is required, return shipping information, and closest return location to the luminaire location.
 - (1) Finish warranty must include failure and substantial deterioration such as blistering, cracking, peeling, chalking, or fading.
 - (2) Material warranty must include:
 - (a) All LED drivers and integral control equipment.
 - (b) Replacement when more than 10 percent of LED sources in any lightbar or subassembly(s) are defective, non-starting, or operating below 70 percent of specified lumen output.
- b. Warranty period must begin in accordance with the manufacturer's standard warranty starting date.
- c. Provide replacements that are promptly shipped, without charge, to the using Government facility point of contact and that are identical to or an improvement upon the original equipment. All replacements must include testing of new components and installation.

1.7.2 Photovoltaic Lighting System Controls Warranty

Provide and transfer to the government the original photovoltaic lighting system manufacturers standard commercial warranty for each system used in the project. Warranty coverage must begin from date of final system commissioning or three months from date of delivery, whichever is the earliest. Warranty service must be performed by a factory-trained engineer or technician.

- a. Unless otherwise noted, provide a written ten year minimum warranty on the control system for all systems with factory commissioning. Provide warranty that covers 100 percent of the cost of any replacement parts and services required over the ten years which are directly attributable to the product failure. Failures include, but are not limited to, the following:
 - (1) Software: Failure of input/output to execute switching or dimming commands.
 - (2) Damage of electronic components due to transient voltage surges.
- b. Provide a written twenty-five year minimum warranty on the photovoltaic array against defect in workmanship or materials provided by array manufacturer.
- c. Provide a written five year (pro-rated) minimum warranty on the battery bank components against defect in workmanship or materials.

1.7.3 Pole Warranty

Provide and transfer to the government the original pole manufacturers standard commercial warranty for each different pole manufacturer used in the project. Warranty coverage must begin from date of final system commissioning or three months from date of delivery, whichever is the earliest. Provide a written three year minimum replacement warranty for material, luminaire finish, and workmanship. Warranty service must be performed by a factory-trained engineer or technician.

1.8 OPERATION AND MAINTENANCE MANUALS

1.8.1 Photovoltaic Lighting System

Provide operation and maintenance manuals for the photovoltaic lighting system in accordance with Section 01 78 23 OPERATION AND MAINTENANCE DATA that provide basic data relating to the design, operation, and maintenance of the photovoltaic lighting system. Include the following:

- a. Manufacturers' operating and maintenance manuals.
- b. Luminaire shop drawings for modified and custom luminaires.
- c. Luminaire Manufacturers' standard commercial warranty information as specified in paragraph LUMINAIRE WARRANTY.
- d. Photovoltaic Lighting System Manufacturers' standard commercial warranty information as specified in paragraph PHOTOVOLTAIC LIGHTING SYSTEM WARRANTY.

PART 2 PRODUCTS

2.1 PRODUCT COORDINATION

2.2 LUMINAIRES

UL 1598, NEMA C82.77-10. Provide luminaires as indicated in the luminaire schedule and XL plates or details on project plans, complete with light source, wattage, and lumen output indicated. All luminaires of the same type must be provided by the same manufacturer. Luminaires must be specifically designed for use with the LED driver and light source provided.

2.2.1 Luminaire Samples

Submit one sample of each luminaire type, complete with light source and LED driver. Sample will be returned to the Contractor for installation in the project work.

2.2.2 Luminaires

UL 8750, IES LM-79, IES LM-80. For all luminaires, provide:

- a. Complete system with LED drivers and light sources.
- b. Housing constructed of non-corrosive materials. All new aluminum housings must be anodized or powder-coated. All new steel housings must be treated to be corrosion resistant.

- c. IES TM-21, IES LM-80. Minimum L70 lumen maintenance value of 50,000hours unless otherwise indicated in the luminaire schedule. Luminaire drive current value must be identical to that provided by test data for luminaire in question.
- d. Minimum efficacy as specified in the luminaire schedule. Theoretical models of initial lamp lumens per watt are not acceptable. If efficacy values are not listed in the luminaire schedule, provide luminaires that meet the following minimum values:

Luminaire Style	Minimum Luminaire Efficacy
Area and Roadway (pole mounted, arm mounted)	95 LPW
Pedestrian Post-Top (pole mounted, arm mounted)	90 LPW
Bollard	35 LPW
Accent (adjustable landscape, sign lighting)	35 LPW
Linear Accent (facade, wallwash)	80 LPW
Exterior Wall Sconce	50 LPW
Steplight	30 LPW
Parking Garage Luminaire	100 LPW

- e. Product rated for operation within an ambient temperature range of minus 22 degrees F to 104 degrees F.
- f. UL listed for wet locations. Optical compartment for LED luminaires must be sealed and rated a minimum of IP65 per NEMA IEC 60529.
- g. IES HB-10. Light distribution and NEMA field angle classifications as indicated in luminaire schedule on project plans.
- h. Housing finish that is baked-on enamel, anodized, or baked-on powder coat paint. Finish must be capable of surviving ASTM B117 salt fog environment testing for 2500 hours minimum without blistering or peeling.
- i. LED driver and light source package, array, or module are accessible for service or replacement without removal or destruction of luminaire.
- j. IES TM-15. Does not exceed the BUG ratings as listed in the luminaire schedule.. If BUG ratings are not listed in the luminaire schedule, provide luminaires that meet the following minimum values for each application and mounting conditions:

Lighting Application	Mounting Conditions	BUG Rating
Area and Roadway	All	B3-U0-G3

Lighting Application	Mounting Conditions	BUG Rating
Pedestrian Post-Top	All	B2-U1-G1
Exterior Wall Sconce	Above 4 feet AFF	B1-U0-G2
Exterior Wall Sconce	Below or at 4 feet AFF	B4-U0-G4
Steplight	Above 4 feet AFF	B1-U1-G2
Steplight	Below or at 4 feet AFF	B4-U1-G4
Parking Garage Luminaire	Ceiling mounted	B4-U4-G3

- k. Fully assembled and electrically tested prior to shipment from factory.
- l. Finish color is as indicated in the luminaire schedule or detail on the project plans.
- m. All factory electrical connections are made using crimp, locking, or latching style connectors. Twist-style wire nuts are not acceptable.
- n. NEMA C136.31. Comply with 3G vibration testing.
- o. Wiring compartment on pole-mounted, street and area luminaires is accessible without the use of hand tools to manipulate small screws, bolts, or hardware.
- p. Incorporate modular electrical connections, and construct luminaires to allow replacement of all or any part of the optics, heat sinks, LED drivers, surge suppressors and other electrical components using only a simple tool, such as a manual or cordless electric screwdriver.

2.3 LIGHT SOURCES

NEMA ANSLG C78.377, NEMA SSL 3. Provide type, lumen rating, and wattage as indicated in luminaire schedule on project plans.

2.3.1 LED Light Sources

Provide LED light sources that meet the following requirements:

- a. NEMA ANSLG C78.377. Emit white light and have a nominal Correlated Color Temperature (CCT) of 3000 Kelvin.
- b. Minimum Color Rendering Index (CRI) of 70.
- c. Directive 2011/65/EU. Restriction of Hazardous Substances (RoHS) compliant.
- d. Light source color consistency by utilizing a binning tolerance within a 4-step McAdam ellipse.

2.4 LED DRIVERS

NEMA SSL 1, UL 1310. Provide LED Drivers that are electronic, UL Class 1 or Class 2, constant-current type and meet the following requirements:

- a. The combined LED driver and LED light source system is greater than or equal to the minimum luminaire efficacy values as listed in the luminaire schedule provided.
- b. Operate at a voltage compatible with the voltage supplied by the photovoltaic system, with input voltage fluctuations of plus or minus 10 percent.
- c. Power Factor (PF) greater than or equal to 0.90 at full input power and across specified dimming range.
- d. Maximum Total Harmonic Distortion (THD) less than or equal to 20 percent at full input power and across specified dimming range.
- e. Operates for at least 50,000 hours at maximum case temperature and 90 percent non-condensing relative humidity.
- f. Meets the "Elevated" (10kV/10kA) requirements per IEEE C62.41.2 -2002. Manufacturer must indicate whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire. Provide surge protection that is integral to the LED driver.
- g. Contains integral thermal protection that reduces the output power to protect the driver and light source from damage if the case temperature approaches or exceeds the driver's maximum operating temperature.
- h. Complies with the requirements of the Federal Communications Commission (FCC) rules and regulations, Title 47 CFR part 15, Non-Consumer (Class A) for EMI/RFI (conducted and radiated).
- i. Class A sound rating for all drivers mounted under a covered structure, such as a canopy, or where otherwise appropriate.
- j. Directive 2011/65/EU. Restriction of Hazardous Substances (RoHS) compliant.
- k. UL listed for wet locations typical of exterior installations.
- l. Rated to operate between ambient temperatures of minus 22 degrees F and 104 degrees F.

2.5 LIGHTING CONTROLS

Control system shall be part of the photovoltaic lighting system at each.

2.5.1 Devices

2.5.1.1 Motion Sensors

NEMA WD 7, UL 773A. Provide sensors that meet the following requirements:

- a. Operating voltage of 24 volts.
- b. Passive infrared type sensors with 360 degree coverage.

- c. Time delay that can be adjusted from 15 seconds to 15 minutes.
- d. Default state is "Fail to ON position."
- e. Operates in conjunction with bi-level diming controllers that reduce theconnected lighting power by 80 percent.
- f. Motion sensor shall be connected to the photovoltaic lighting system.

2.6 POLES

AASHTO LTS. Provide round poles designed for wind loading of 110 miles per hour while supporting luminaires and all other appurtenances indicated. The effective projected areas (EPA) of luminaires and appurtenances used in calculations must be specific for the actual products provided on each pole. Provide poles that areembedded-base type Do not install square poles. Provide poles from a Manufacturer with a standard provision for protecting the finish during shipment and installation. Do not install scratched, stained, chipped, or dented poles.

2.6.1 Aluminum Poles

Provide aluminum poles with uniform satin finish unless otherwise noted in luminaire schedule on project plans. Do not paint aluminum poles. Provide poles that meet the following requirements:

- a. AASHTO LTS. Manufactured of corrosion resistant aluminum alloys for Alloy 6063-T6 or Alloy 6005-T5 for wrought alloys and Alloy 356-T4 (3,5) for cast alloys.
- b. Seamless extruded or spun seamless-type with minimum 0.25 inch wall thickness.
- c. Top of shaft is fitted with the photovoltaic lighting system.
- d. Grounding connection is designed to prevent electrolysis when used with copper ground wire.

2.6.2 Brackets and Supports

ANSI C136.3, ANSI C136.13, and ANSI C136.21. Provide pole brackets that are not less than 1 1/4 inch. Brackets for pole-mounted area lights must correctly position luminaire no lower than mounting height indicated. Mount brackets not less than 20 feet above street. Provide special mountings or brackets as indicated and of metal which will not promote galvanic reaction with luminaire head.

2.6.3 Pole Foundations

Pole shall be embeded in new concrete foundation. Concrete must be as specified in Section 03 30 53 Miscellaneous CAST-IN-PLACE CONCRETE.

2.7 PHOTOVOLTAIC LIGHTING SYSTEM

Photovoltaic lighting system shall be composed of a photovoltaic array, a battery bank and a system controller. Entire system shall be mounted on the top of the pole. System shall be connected to the luminaire to provide

non-utility supplied power. The system controller and battery bank shall be housed in a 10-gauge aluminum housing with a polyester powder coat finish. The photovoltaic array shall be integrally mounted on the top of the aluminum housing. The housing mount shall be an adjustable slip fitter (to allow orientation correction) with an adjustable tilt adjustment in 10-degree increments. Slip fitter shall be designed to fit the pole size indicated. The EPA of the housing at 45-degree shall be lower than that allowed on the pole provided. The system controller shall monitor and regulate charging and discharging of the batteries. The photovoltaic array shall operate as a photocell to determine when the light turns on and off. Luminaire shall turn on roughly 10-15 minutes before sunset and 10-15 minutes after sunrise. The battery bank shall be comprised of 12VDC sealed lead acid (SLA) batteries providing a minimum of 180Ah of battery capacity. The system shall have an operating range between -40°F and 176°F. The photovoltaic array shall be a single mono-crystalline type module with a minimum power output of 170 watts at 12V. System shall be grounded via an insulated ground wire to a ground rod. Ground rods and grounding wire shall be as specified in Section 33 71 02 UNDERGROUND ELECTRICAL DISTRIBUTION. System shall be UL Listed.

2.8 EQUIPMENT IDENTIFICATION

2.8.1 Manufacturer's Nameplate

Each item of equipment must have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

2.8.2 Labels

UL 1598. Luminaires must be clearly marked for operation of specific light sources and drivers according to proper light source type. Note the following luminaire characteristics in the format "Use Only LED Light Source":

- a. Correlated color temperature (CCT) and color rendering index (CRI) for all luminaires.
- b. Driver and dimming protocol.

Markings related to light source type must be clear and located to be readily visible to service personnel, but unseen from normal viewing angles when light sources are in place. LED drivers must have clear markings indicating dimming type and indicate proper terminals for the various outputs.

2.9 FACTORY APPLIED FINISH

NEMA 250. Provide all luminaires and lighting equipment with factory-applied painting system that as a minimum meets requirements of corrosion-resistance testing.

PART 3 EXECUTION

3.1 INSTALLATION

IEEE C2, NFPA 70.

3.1.1 Luminaires

Install all luminaires in accordance with the luminaire manufacturer's written instructions. Install all luminaires at locations and heights as indicated on the project plans. Level all luminaires in accordance to manufacturer's written instructions.

3.1.2 LED Drivers

Provide LED drivers integral to luminaire as constructed by the manufacturer.

3.1.3 Aluminum and Steel Poles

Provide pole foundations for embeded installation of new poles. Concrete for foundation must be as specified in Section 03 30 53 MISCELLANEOUS CAST-IN-PLACE CONCRETE and gorund rods shall be as specified in Section 33 71 02 UNDERGROUND ELECTRICAL DISTRIBUTION. Thoroughly compact backfill. Adjust poles as necessary to provide a permanent vertical position with the bracket arm in proper position for luminaire location. Install according to pole manufacturer's instructions. Alterations to poles after fabrication will void manufacturer's warranty and is not allowed.

3.1.4 Pole Setting

[Set pole to depth as indicated. Poles in straight runs must be in a straight line. Dig holes large enough to permit the proper use of tampers to the full depth of the hole. Place backfill in the hole in 6 inch maximum layers and thoroughly tamp. Place surplus earth around the pole in a conical shape and pack tightly to drain water away.

3.1.5 Lighting Controls

3.1.5.1 Motion Sensors

Locate sensors in accordance with the manufacturer's recommendation. Locate sensors to achieve coverage of areas as indicated on project plans. Coverage patterns must be derated as recommended by manufacturer based on mounting height of sensor and any obstructions such as trees. Do not use gross rated coverage in manufacturer's product literature.

3.1.6 Grounding

Ground noncurrent-carrying parts of equipment including metal poles, luminaires, mounting arms, brackets, and metallic enclosures as specified in Section 33 71 02 UNDERGROUND ELECTRICAL DISTRIBUTION. Where copper grounding conductor is connected to a metal other than copper, provide specially treated or lined connectors suitable for this purpose.

3.2 FIELD QUALITY CONTROL

3.2.1 Tests

Upon completion of installation, verify that equipment is properly installed, connected, and adjusted. Perform initial operational test,

consisting of the entire system energized for 72 consecutive hours without any failures of any kind occurring in the system. All circuits must test clear of faults, grounds, and open circuits.

3.3 CLOSEOUT ACTIVITIES

3.3.1 Training

Provide on-site training to the Owner's personnel in the operation and maintenance of lighting and lighting control system. Provide training that includes calibration, adjustment, troubleshooting, maintenance, repair, and replacement.

3.3.1.1 Maintenance Staff Training

Submit a Maintenance Staff Training Plan at least 30 calendar days prior to training session that describes training procedures for Owner's personnel in the operation and maintenance of lighting and lighting control system. Provide on-site training which demonstrate full system functionality, assigning schedules, calibration adjustments for light levels and sensor sensitivity. Provide protocols for troubleshooting, maintenance, repair, and replacement, and literature on available system updates and process for implementing updates.

-- End of Section --

SECTION 32 31 13

CHAIN LINK FENCES AND GATES

11/16

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM A90/A90M	(2013; R 2018) Standard Test Method for Weight [Mass] of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings
ASTM A116	(2011) Standard Specification for Metallic-Coated, Steel Woven Wire Fence Fabric
ASTM A153/A153M	(2016a) Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A702	(2013) Standard Specification for Steel Fence Posts and Assemblies, Hot Wrought
ASTM A780/A780M	(2020) Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
ASTM B117	(2019) Standard Practice for Operating Salt Spray (Fog) Apparatus
ASTM C94/C94M	(2020) Standard Specification for Ready-Mixed Concrete
ASTM F567	(2014a) Standard Practice for Installation of Chain Link Fence
ASTM F626	(2014) Standard Specification for Fence Fittings
ASTM F883	(2013) Padlocks
ASTM F1043	(2018) Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
ASTM F1083	(2018) Standard Specification for Pipe, Steel, Hot-Dipped Zinc Coated (Galvanized) Welded, for Fence Structures

ASTM G152	(2013) Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G153	(2013) Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G154	(2016) Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials
ASTM G155	(2013) Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS RR-F-191	(Rev K) Fencing, Wire and Post Metal (and Gates, Chain-Link Fence Fabric, and Accessories)
FS RR-F-191/1	(Rev F) Fencing, Wire and Post, Metal (Chain-Link Fence Fabric)
FS RR-F-191/2	(Rev E) Fencing, Wire and Post, Metal (Chain-Link Fence Gates)
FS RR-F-191/3	(Rev E; Am 1) Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)
FS RR-F-191/4	(Rev F) Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. Submit the following in accordance with Section 01 33 00
SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Fence Assembly; G

Location of Gate, Corner, End, and Pull Posts; G

Gate Assembly; G

Gate Hardware and Accessories; G

Erection/Installation Drawings; G

SD-03 Product Data

Fence Assembly; G

Gate Assembly; G

Gate Hardware and Accessories; G

Zinc Coating; G

Fabric; G

Stretcher Bars; G

Concrete; G

SD-07 Certificates

Certificates of Compliance

SD-08 Manufacturer's Instructions

Fence Assembly

Gate Assembly

Hardware Assembly

Accessories

1.3 QUALITY CONTROL

1.3.1 Certificates of Compliance

Submit certificates of compliance in accordance with the applicable reference standards and descriptions of this section for the following:

a. Zinc coating

Fabric

c. Gate hardware and accessories

1.4 DELIVERY, STORAGE, AND HANDLING

Deliver materials to site in an undamaged condition. Store materials off the ground to provide protection against oxidation caused by ground contact.

PART 2 PRODUCTS

2.1 SYSTEM DESCRIPTION

Provide fencing materials conforming to the requirements of ASTM A116, ASTM A702, ASTM F626.

Submit reports of listing chain-link fencing and accessories regarding weight in ounces for zinc coating.

Submit manufacturer's catalog data for complete fence assembly, gate assembly, hardware assembly and accessories.

2.2 COMPONENTS

2.2.1 Fabric

Provide fabric consisting of No. 9-gage wires woven into a 2 inch diamond mesh, with dimensions of fabric and wire conforming to ASTM A116, with 2.0 ounces per square foot zinc galvanizing.

Provide one-piece fabric widths for fence heights up to 7 feet.

2.2.1.1 Top and Bottom Selvages

Provide knuckled selvages at top and bottom for fabric with 2 inch mesh and up to 60 inches high, and if over 60 inches high, provide twisted and barbed top selvege and knuckled bottom selvege.

2.2.2 Line Posts

Minimum acceptable line posts are as follows:

Up to 6 feet high:

Grade A: 1.900 inch O.D. pipe weighing 2.72 pounds per linear foot.

Over 6 feet high:

2.0 inch O.D. pipe weighing 3.65 pounds per linear foot.

2.2.3 End, Corner, and Pull Posts

Provide minimally acceptable end, corner, and pull posts as follows:

Up to 6 feet high:

Grade A: 2.375 inch O.D. pipe weighing 3.65 pounds per linear foot.

Over 6 feet high:

Grade A: 2.875 inch O.D. pipe weighing 5.79 pounds per linear foot.

2.2.4 Top Rail

Provide top rails with a minimum of 1.660 inches O.D. pipe rails. Grade A weighing 2.27 pounds per linear foot. Provide expansion couplings 6 inches long at each joint in top rails.

2.2.5 Post-Brace Assembly

Provide bracing consisting of 1.660 inches O.D. pipe Grade A weighing 2.27 pounds per linear foot and 3/8 inch adjustable truss rods and turnbuckles.

2.2.6 Stretcher Bars

Provide bars that have one-piece lengths equal to the full height of the fabric with a minimum cross section of 3/16 by 3/4 inch, in accordance with ASTM F626.

2.2.7 Stretcher Bar Bands

Provide bar bands for securing stretcher bars to posts that are steel, wrought iron, or malleable iron spaced not over 15 inches on center. Bands may also be used in conjunction with special fittings for securing rails to posts. Provide bands with projecting edges chamfered or eased.

2.2.8 Post Tops

Provide tops that are steel, wrought iron, or malleable iron designed as a weathertight closure cap. Provide one cap for each post, unless equal protection is provided by a combination post-cap and wire supporting arm. Provide caps with an opening to permit through passage of the top rail.

2.2.9 Gate Posts

Provide a gate post for supporting each gate leaf as follows:

Up to 6-feet wide:

2.875 inch O.D. pipe Grade A weighing 5.79 pounds per linear foot.

Over 6 feet wide and up to 13 feet wide:

2.875 inch O.D. pipe Grade A weighing 5.79 pounds per linear foot.

Over 13-feet and up to 18-feet wide:

Provide 6.625 inch O.D. pipe weighing 18.97 pounds per linear foot.

Over 18-feet wide:

Provide 8.625 inch O.D. pipe weighing 24.70 pounds per linear foot.

2.2.10 Gates

For gate leaves up to 6 feet high or 6 feet wide, provide perimeter gate frames of 1.66 inch O.D. pipe Grade A weighing 2.27 pounds per linear foot.

For gate leaves over 6 feet high or 6 feet wide, provide perimeter gate frames of 1.90 inch O.D. pipe Grade A weighing 2.72 pounds per linear foot.

Provide gate frame assembly that is welded or assembled with special malleable or pressed-steel fittings and rivets to provide rigid connections. Install fabric with stretcher bars at vertical edges; stretcher bars may also be used at top and bottom edges. Attach stretcher bars and fabric to gate frames on all sides at intervals not exceeding 15 inches. Attach hardware with rivets or by other means which provides equal security against breakage or removal.

Provide diagonal cross-bracing, consisting of 3/8 inch diameter adjustable-length truss rods on welded gate frames, where necessary to obtain frame rigidity without sag or twist. Provide nonwelded gate frames

with diagonal bracing.

2.2.11 Gate Hardware and Accessories

Provide gate hardware and accessories that conforms to ASTM A116 and ASTM F626, and be as specified:

Provide forged steel hinges to suit gate size, non-lift-off type, offset to permit 180-degree opening.

Provide latch that permits operation from either side of the gate, with a padlock eye provided as an integral part of the latch.

Provide stops and holders of malleable iron for vehicular gates. Provide stops that automatically engage the gate and hold it in the open position until manually released.

Provide double gates with a cane bolt and ground-set keeper, with latch or locking device and padlock eye designed as an integral part.

Provide manufacturer's standard heavy-duty track ball bearing hanger sheaves, overhead framing and supports, guides, stays, bracing, and accessories as required for easy operation of manual sliding gates.

2.2.12 Miscellaneous Hardware

Provide miscellaneous hot-dip galvanized hardware as required.

2.2.13 Wire Ties

Provide 9-gage galvanized steel wire for tying fabric to line posts, spaced 12 inches on center. For tying fabric to rails and braces, space wire ties 24 inches on center. For tying fabric to tension wire, space 0.105-inch hog rings 24 inches on center.

Manufacturer's standard procedure will be accepted if of equal strength and durability.

Provide wire ties constructed of the same material as the fencing fabric.

2.2.14 Padlocks

Provide padlocks conforming to ASTM F883, with chain.

2.3 MATERIALS

2.3.1 Zinc Coating

Provide hot-dip galvanized (after fabrication) ferrous-metal components and accessories, except as otherwise specified.

Provide zinc coating of weight not less than 1.94 ounces per square foot, as determined from the average result of two specimens, when tested in accordance with ASTM A90/A90M.

Provide zinc coating conforming to the requirements of the following:

- a. Pipe: FS RR-F-191/3 Class 1 Grade A in accordance with ASTM F1083.
- b. Hardware and accessories: ASTM A153/A153M, Table 1
- c. Surface: ASTM F1043
- d. External: Type B-B surface zinc with organic coating, 0.97 ounce per square foot minimum thickness of acrylated polymer.
- e. Internal: Surface zinc coating of 0.97 ounce per square foot minimum.

Provide galvanizing repair material that is cold-applied zinc-rich coating conforming to ASTM A780/A780M.

2.3.2 Tension Wire

Provide galvanized, coiled spring wire, No. 7-gage. Provide zinc coating that weighs not less than 2.0 ounces per square foot.

2.3.3 Concrete

Provide concrete conforming to ASTM C94/C94M, and obtaining a minimum 28-day compressive strength of 3,000 psi.

2.3.4 Grout

Provide grout of proportions one part portland cement to three parts clean, well-graded sand and a minimum amount of water to produce a workable mix.

PART 3 EXECUTION

Submit manufacturer's erection/installation drawings and instructions that detail proper assembly and materials in the design for fence, gate, hardware and accessories.

Provide complete installation conforming to ASTM F567.

3.1 PREPARATION

Ensure final grading and established elevations are complete prior to commencing fence installation.

3.1.1 Clearing and Grading

Clear fence line of trees, brush, and other obstacles to install fencing for a distance of 5 feet inside; and 5 feet outside the fence. Establish a graded, compacted fence line prior to fencing installation.

3.2 INSTALLATION

3.2.1 Security

Install new chain link fencing, remove existing fencing, and perform related work to provide continuous security for facility. Schedule and fully coordinate work with Contracting Officer and cognizant Security Officer.

3.2.2 Fence Installation

Install fence on prepared surfaces to line and grade indicated. Secure fastening and hinge hardware in place to fence framework by peening or welding. Allow for proper operation of components. Coat peened or welded areas with a repair coating matching original coating. Install fence in accordance with fence manufacturer's written installation instructions except as modified herein.

3.2.2.1 Post Spacing

Provide line posts spaced equidistantly apart, not exceeding 10 feet on center. Provide gate posts spaced as necessary for size of gate openings. Do not exceed 500 feet on straight runs between braced posts. Provide corner or pull posts, with bracing in both directions, for changes in direction of 15 degrees or more, or for abrupt changes in grade. Submit drawings showing location of gate, corner, end, and pull posts.

3.2.2.2 Top and Bottom Tension Wire

Install bottom tension wires before installing chain-link fabric, and pull wires taut. Place top and bottom tension wires within 8 inches of respective fabric line.

3.2.3 Excavation

Provide excavations for post footings which are [drilled holes] in virgin or compacted soil, of minimum sizes as indicated.

Space footings for line posts 10 feet on center maximum and at closer intervals when indicated, with bottoms of the holes approximately 3 inches below the bottoms of the posts. Set bottom of each post not less than 36 inches below finished grade when in firm, undisturbed soil. Set posts deeper, as required, in soft and problem soils and for heavy, lateral loads.

Uniformly spread soil from excavations adjacent to the fence line or on areas of Government property, as directed.

When solid rock is encountered near the surface, drill into the rock at least 12 inches for line posts and at least 18 inches for end, pull, corner, and gate posts. Drill holes at least 1 inch greater in diameter than the largest dimension of the placed post.

If solid rock is below the soil overburden, drill to the full depth required except that penetration into rock need not exceed the minimum depths specified above.

3.2.4 Setting Posts

Remove loose and foreign materials from holes and moisten the soil prior to placing concrete.

Provide tops of footings that are trowel finished and sloped or domed to shed water away from posts. Set hold-open devices, sleeves, and other accessories in concrete.

Keep exposed concrete moist for at least 7 calendar days after placement or

cured with a membrane curing material, as approved.

Maintain vertical alignment of posts in concrete construction until concrete has set.

3.2.4.1 Earth and Bedrock

Provide concrete bases of dimensions indicated on the manufactures installation drawings. Compact concrete to eliminate voids, and finish to a dome shape.

3.2.4.2 Bracing

Brace gate, corner, end, and pull posts to nearest post with a horizontal brace used as a compression member, placed at least 12 inches below top of fence, and a diagonal tension rod.

a. Tolerances

Provide posts that are straight and plumb within a vertical tolerance of 1/4 inch after the fabric has been stretched. Provide fencing and gates that are true to line with no more than 1/2 inch deviation from the established centerline between line posts. Repair defects as directed.

3.2.5 Concrete Strength

Provide concrete that has attained at least 75 percent of its minimum 28-day compressive strength, but in no case sooner than 7 calendar days after placement, before rails, tension wire, or fabric are installed. Do not stretch fabric and wires or hang gates until the concrete has attained its full design strength.

Take samples and test concrete to determine strength as specified.

3.2.6 Top Rails

Provide top rails that run continuously through post caps or extension arms, bending to radius for curved runs. Provide expansion couplings as recommended by the fencing manufacturer.

3.2.7 Brace Assembly

Provide bracing assemblies at end and gate posts and at both sides of corner and pull posts, with the horizontal brace located at midheight of the fabric.

Install brace assemblies so posts are plumb when the diagonal rod is under proper tension.

Provide two complete brace assemblies at corner and pull posts where required for stiffness and as indicated.

3.2.8 Tension Wire Installation

Install tension wire by weaving them through the fabric and tying them to each post with not less than 7-gage galvanized wire or by securing the wire to the fabric with 10-gage ties or clips spaced 24 inches on center.

3.2.9 Fabric Installation

Provide fabric in single lengths between stretch bars with bottom barbs placed approximately 1-1/2 inches above the ground line. Pull fabric taut and tied to posts, rails, and tension wire with wire ties and bands.

Install fabric on the security side of fence, unless otherwise directed.

Ensure fabric remains under tension after the pulling force is released.

3.2.10 Stretcher Bar Installation

Thread stretcher bars through or clamped to fabric 4 inches on center and secured to posts with metal bands spaced 15 inches on center.

3.2.11 Gate Installation

Install gates plumb, level, and secure, with full opening without interference. Install ground set items in concrete for anchorage as recommended by the fence manufacturer. Adjust hardware for smooth operation and lubricated where necessary.

3.2.12 Tie Wires

Provide tie wires that are U-shaped to the pipe diameters to which attached. Twist ends of tie wires not less than two full turns and bent so as not to present a hazard.

3.2.13 Fasteners

Install nuts for tension bands and hardware on the side of the fence opposite the fabric side. Peen ends of bolts to prevent removal of nuts.

3.2.14 Zinc-Coating Repair

Clean and repair galvanized surfaces damaged by welding or abrasion, and cut ends of fabric, or other cut sections with specified galvanizing repair material applied in strict conformance with the manufacturer's printed instructions.

3.2.15 Accessories Installation

3.2.15.1 Post Caps

Install post caps as recommended by the manufacturer.

3.2.15.2 Padlocks

Provide padlocks for gate openings and provide chains that are securely attached to gate or gate posts. Provide padlocks keyed alike, and provide two keys for each padlock.

3.2.16 Grounding

Ground fencing as indicated on drawings.

3.3 CLOSEOUT ACTIVITIES

Remove waste fencing materials and other debris from the work site.

Submit manufacturer's data indicating percentage of recycled material content in protective fence materials, including chain link fence, fabric, and gates to verify affirmative procurement compliance.

-- End of Section --

SECTION 33 71 02

UNDERGROUND ELECTRICAL DISTRIBUTION

02/15

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM A48/A48M	(2003; R 2016) Standard Specification for Gray Iron Castings
ASTM B1	(2013) Standard Specification for Hard-Drawn Copper Wire
ASTM B3	(2013) Standard Specification for Soft or Annealed Copper Wire
ASTM B8	(2011; R 2017) Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 81	(2012) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
IEEE C2	(2017; Errata 1-2 2017; INT 1 2017) National Electrical Safety Code
IEEE Stds Dictionary	(2009) IEEE Standards Dictionary: Glossary of Terms & Definitions

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA TC 2	(2020) Standard for Electrical Polyvinyl Chloride (PVC) Conduit
NEMA TC 3	(2016) Polyvinyl Chloride (PVC) Fittings for Use With Rigid PVC Conduit and Tubing
NEMA TC 6 & 8	(2020) Standard for Polyvinyl Chloride (PVC) Plastic Utilities Duct for Underground Installations

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(2017; ERTA 1-2 2017; TIA 17-1 to TIA

17-17) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 83	(2017; Reprint Mar 2020) UL Standard for Safety Thermoplastic-Insulated Wires and Cables
UL 94	(2013; Reprint Jun 2020) UL Standard for Safety Tests for Flammability of Plastic Materials for Parts in Devices and Appliances
UL 467	(2013; Reprint Jun 2017) UL Standard for Safety Grounding and Bonding Equipment
UL 486A-486B	(2018) UL Standard for Safety Wire Connectors
UL 510	(2020) UL Standard for Safety Polyvinyl Chloride, Polyethylene and Rubber Insulating Tape
UL 514B	(2012; Reprint May 2020) Conduit, Tubing and Cable Fittings
UL 651	(2011; Reprint Mar 2020) UL Standard for Safety Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings

1.2 RELATED REQUIREMENTS

26 56 00 EXTERIOR LIGHTING applies to this section, with the additions and modifications specified herein.

1.3 DEFINITIONS

- a. Unless otherwise specified or indicated, electrical and electronics terms used in these specifications, and on the drawings, are as defined in IEEE Stds Dictionary.
- b. In the text of this section, the words conduit and duct are used interchangeably and have the same meaning.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Grounding Conductors; G

Ground Rods; G

1.5 QUALITY ASSURANCE

1.5.1 Regulatory Requirements

In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "must" had been substituted for "should" wherever it appears. Interpret references in these publications to the "authority having jurisdiction," or words of similar meaning, to mean the Contracting Officer. Equipment, materials, installation, and workmanship must be in accordance with the mandatory and advisory provisions of IEEE C2 and NFPA 70 unless more stringent requirements are specified or indicated.

1.5.2 Standard Products

Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Products must have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period must include applications of equipment and materials under similar circumstances and of similar size. The product must have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period. Where two or more items of the same class of equipment are required, these items must be products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in this section.

1.5.2.1 Alternative Qualifications

Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6000 hours, exclusive of the manufacturers' factory or laboratory tests, is furnished.

1.5.2.2 Material and Equipment Manufacturing Date

Products manufactured more than 3 years prior to date of delivery to site are not acceptable, unless specified otherwise.

PART 2 PRODUCTS

2.1 CONDUIT, DUCTS, AND FITTINGS

2.1.1 Plastic Duct for Concrete Encasement

Provide Type EPC-40 per UL 651 and NEMA TC 2, as indicated.

2.1.2 Fittings

2.1.2.1 PVC Duct Fittings

NEMA TC 9.

2.2 GROUNDING AND BONDING

2.2.1 Driven Ground Rods

Provide [copper-clad steel ground rods conforming to UL 467][solid copper ground rods conforming to UL 467][solid stainless steel ground rods] not less than [3/4 inch] in diameter by [10 feet] in length. Sectional type rods may be used for rods 20 feet or longer.

2.2.2 Grounding Conductors

Stranded-bare copper conductors must conform to ASTM B8, Class B, soft-drawn unless otherwise indicated. Solid-bare copper conductors must conform to ASTM B1 for sizes No. 8 and smaller. Insulated conductors must be of the same material as phase conductors and green color-coded, except that conductors must be rated no more than 600 volts. Aluminum is not acceptable.

PART 3 EXECUTION

3.1 INSTALLATION

Install equipment and devices in accordance with the manufacturer's published instructions and with the requirements and recommendations of NFPA 70 and IEEE C2.

3.2 GROUNDING SYSTEMS

NFPA 70 and IEEE C2, except provide grounding systems with a resistance to solid earth ground not exceeding 25 ohms.

3.2.1 Grounding Electrodes

Provide cone pointed driven ground rods driven full depth plus 6 inches, installed to provide an earth ground of the appropriate value for the particular equipment being grounded.

If the specified ground resistance is not met, an additional ground rod must be provided in accordance with the requirements of NFPA 70 (placed not less than 6 feet from the first rod). Should the resultant (combined) resistance exceed the specified resistance, measured not less than 48 hours after rainfall, notify the Contracting Officer immediately.

3.2.2 Grounding Connections

Make grounding connections which are buried or otherwise normally inaccessible, by exothermic weld or compression connector.

- a. Make exothermic welds strictly in accordance with the weld manufacturer's written recommendations. Welds which are "puffed up" or which show convex surfaces indicating improper cleaning are not acceptable. Mechanical connectors are not required at exothermic welds.
- b. Make compression connections using a hydraulic compression tool to provide the correct circumferential pressure. Tools and dies must be

as recommended by the manufacturer. An embossing die code or other standard method must provide visible indication that a connector has been adequately compressed on the ground wire.

3.2.3 Grounding Conductors

Provide bare grounding conductors, except where installed in conduit with associated phase conductors. Ground cable sheaths, cable shields, conduit, and equipment with No. 6 AWG. Ground other noncurrent-carrying metal parts and equipment frames of metal-enclosed equipment. Ground metallic frames and covers of handholes and pull boxes with a braided, copper ground strap with equivalent ampacity of No. 6 AWG.

3.3 EXCAVATING, BACKFILLING, AND COMPACTING

Provide in accordance with NFPA 70 and Section 26 56 00 EXTERIOR LIGHTING.

3.3.1 Reconditioning of Surfaces

3.3.1.1 Unpaved Surfaces

Restore to their original elevation and condition unpaved surfaces disturbed during installation of duct [or direct burial cable]. Preserve sod and topsoil removed during excavation and reinstall after backfilling is completed. Replace sod that is damaged by sod of quality equal to that removed. When the surface is disturbed in a newly seeded area, re-seed the restored surface with the same quantity and formula of seed as that used in the original seeding, and provide topsoiling, fertilizing, liming, seeding, sodding, sprigging, or mulching.

3.3.1.2 Paving Repairs

Where trenches, pits, or other excavations are made in existing roadways and other areas of pavement where surface treatment of any kind exists, restore such surface treatment or pavement the same thickness and in the same kind as previously existed, except as otherwise specified, and to match and tie into the adjacent and surrounding existing surfaces.

3.4 CAST-IN-PLACE CONCRETE

Provide concrete in accordance with Section 03 30 00 CAST-IN-PLACE CONCRETE.

3.5 FIELD QUALITY CONTROL

3.5.1 Performance of Field Acceptance Checks and Tests

Perform in accordance with the manufacturer's recommendations, and include the following visual and mechanical inspections and electrical tests, performed in accordance with NETA ATS.

3.5.1.1 Grounding System

a. Visual and mechanical inspection

Inspect ground system for compliance with contract plans and specifications.

b. Electrical tests

Perform ground-impedance measurements utilizing the fall-of-potential method in accordance with IEEE 81. On systems consisting of interconnected ground rods, perform tests after interconnections are complete. On systems consisting of a single ground rod perform tests before any wire is connected. Take measurements in normally dry weather, not less than 48 hours after rainfall. Use a portable ground resistance tester in accordance with manufacturer's instructions to test each ground or group of grounds. The instrument must be equipped with a meter reading directly in ohms or fractions thereof to indicate the ground value of the ground rod or grounding systems under test. Provide site diagram indicating location of test probes with associated distances, and provide a plot of resistance vs. distance.

-- End of Section --

DEPARTMENT OF DEFENSE, STATE OF HAWAII
HAWAII ARMY NATIONAL GUARD (HIARNG)

CA-1905-C

SECURITY FENCE LINE AND LIGHTING REPAIRS/ REPLACEMENT FOR MULTIPLE LOCATIONS AT KALAELOA

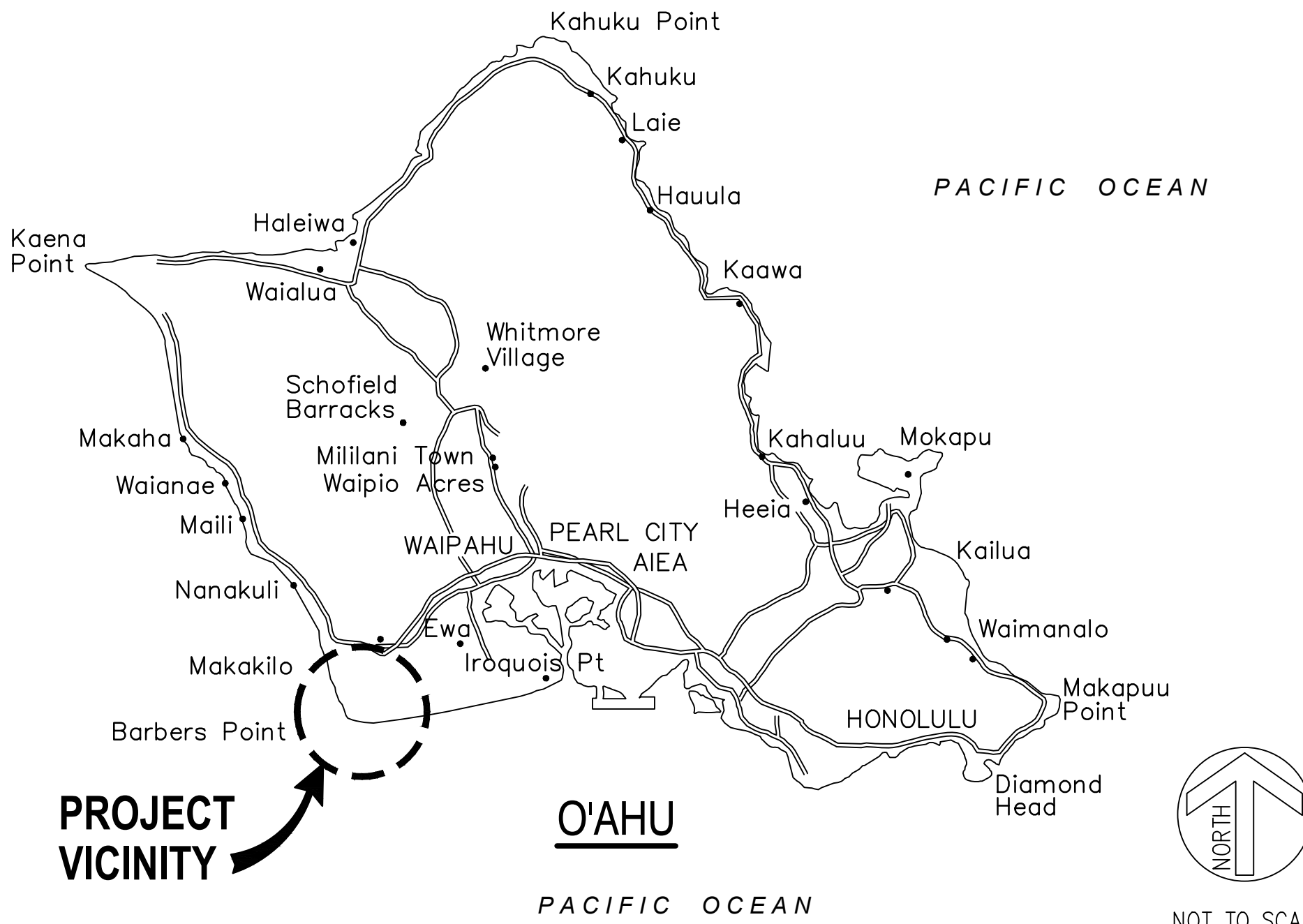
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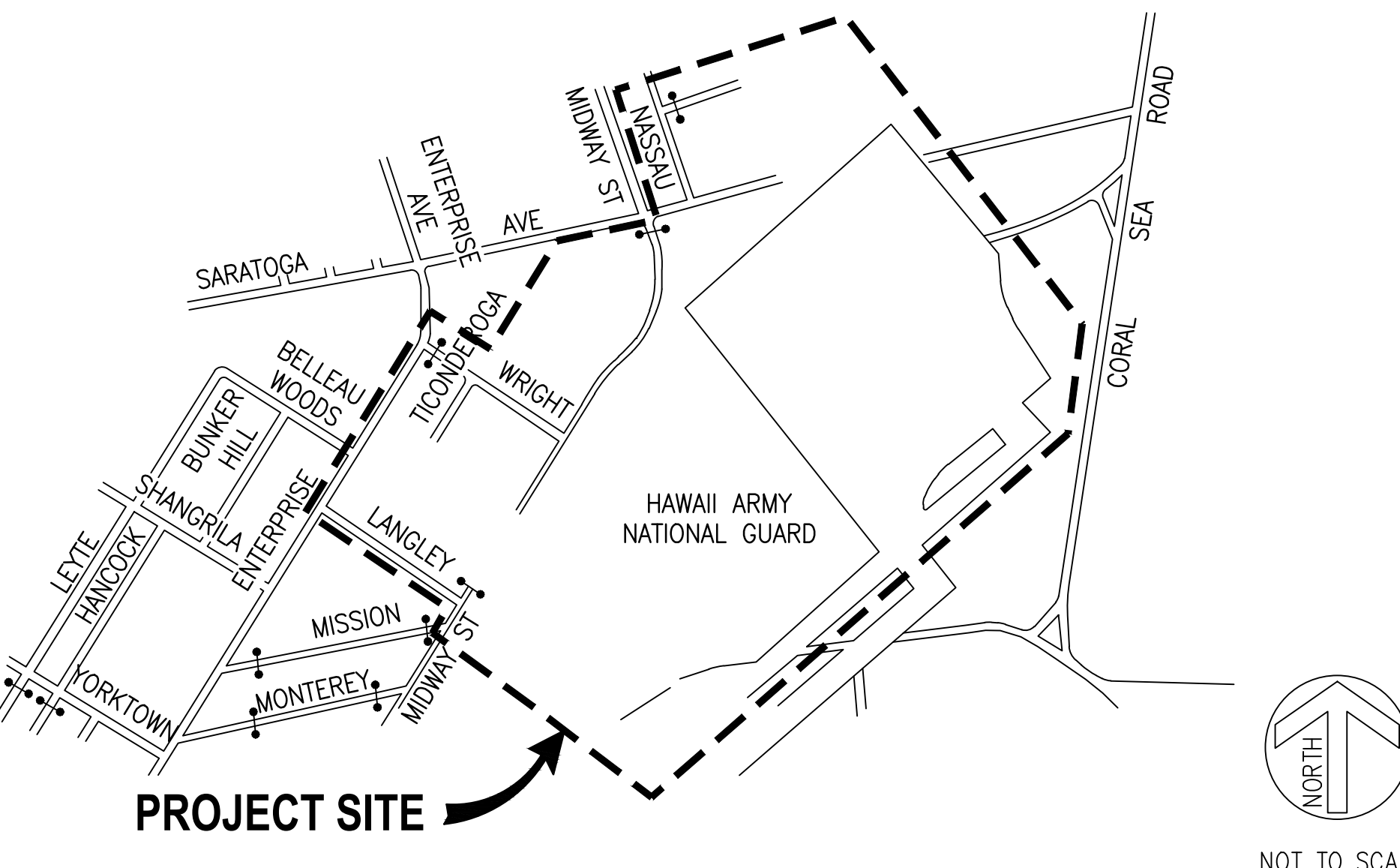
BOWERS + KUBOTA CONSULTING
 Civil Management • Planning • Architectural/Engineering Design • Construction Management
 227 Park Street, Suite 201A
 Boston, MA 02114

INDEX TO DRAWINGS

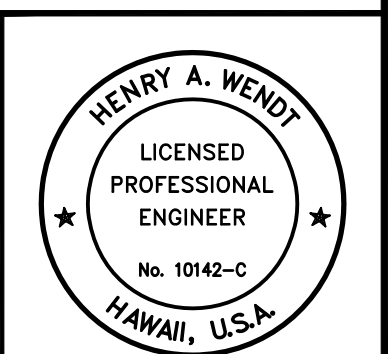
SHEET NO.	DRAWING NO.	DESCRIPTION
1	G001	TITLE SHEET, VICINITY MAP, LOCATION MAP, AND INDEX TO DRAWINGS
2	G002	NOTES, ABBREVIATIONS, AND LEGEND
3	G003	LIST OF DEFICIENCIES AND RECOMMENDATIONS
4	C101	GENERAL PLAN
5	C102	EROSION AND SEDIMENT CONTROL PLAN
6	C103	LAYOUT PLAN – 1
7	C104	LAYOUT PLAN – 2
8	C105	LAYOUT PLAN – 3
9	C106	LAYOUT PLAN – 4
10	C107	LAYOUT PLAN – 5
11	C108	LAYOUT PLAN – 6
12	C109	LAYOUT PLAN – 7
13	C110	LAYOUT PLAN – 8
14	C111	LAYOUT PLAN – 9
15	C112	LAYOUT PLAN – 10
16	C201	CHAIN LINK FENCE DETAILS – 1
17	C202	CHAIN LINK FENCE DETAILS – 2
18	C203	CHAIN LINK FENCE DETAILS – 3
19	C204	MISCELLANEOUS DETAILS
20	E001	GENERAL ELECTRICAL NOTES, ELECTRICAL SYMBOL LIST
21	E101	ELECTRICAL SITE PLAN
22	E201	PARTIAL ELECTRICAL SITE PLAN I
23	E202	PARTIAL ELECTRICAL SITE PLAN II
24	E203	PARTIAL ELECTRICAL SITE PLAN III
25	E204	PARTIAL ELECTRICAL SITE PLAN IV
26	E301	MISCELLANEOUS ELECTRICAL DETAILS I
27	E302	MISCELLANEOUS ELECTRICAL DETAILS II



VICINITY MAP



LOCATION MAP



Signature Henry Randolph 04/30/2022
Expiration Date
of the License

THIS WORK WAS PREPARED BY ME OR UNDER MY
SUPERVISION AND CONSTRUCTION OF THIS
PROJECT WILL BE UNDER MY OBSERVATION.
(“OBSERVATION OF CONSTRUCTION” SHALL BE
DEFINED IN CHAPTER 115, HAWAII ADMINISTRATIVE
RULES FOR PROFESSIONAL ENGINEERS,
SURVEYORS AND LANDSCAPE ARCHITECTS STATE
OF HAWAII, SUBCHAPTER 1, SECTION 16-115-2
DEFINITIONS, EFFECTIVE 8/28/94)

FEDERAL PROJECT NO.		12/3/21	
SHEET 1 OF 2026		HW	
AS NOTED		CP	
CA-1905-C		OAHU, HAWAII	
PN15180072		RAI	
G001		CHW	
FACILITY MANAGEMENT OFFICE		DESIGN AND PROJECT MANAGEMENT BRANCH	
HAWAII ARMY NATIONAL GUARD		KALAELOA	
SECURITY FENCE LINE AND LIGHTING REPAIRS/ REPLACEMENT FOR MULTIPLE LOCATIONS AT KALAELOA		TITLE SHEET, VICINITY MAP, AND INDEX TO DRAWINGS	

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SECTION 26 56 00 EXTERIOR LIGHTING

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INITIAL PHASE

SUBMITTAL DATE		12/3/21	
S	CP	DRW	RAI
		CHK	HW

PROJECT MANAGEMENT BRANCH

HAWAII ARMY NATIONAL GUARD

FACILITY MANAGEMENT OFFICE

SALE:

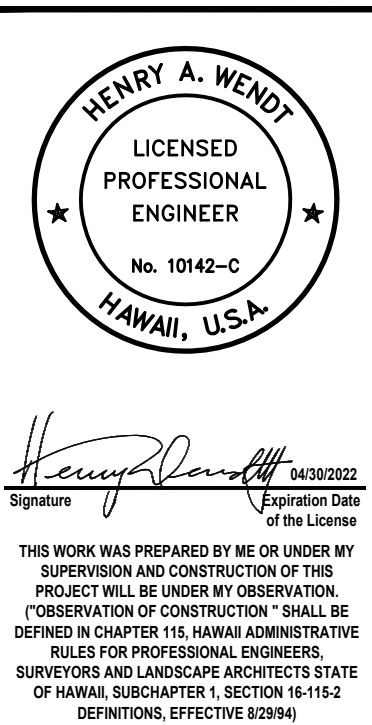
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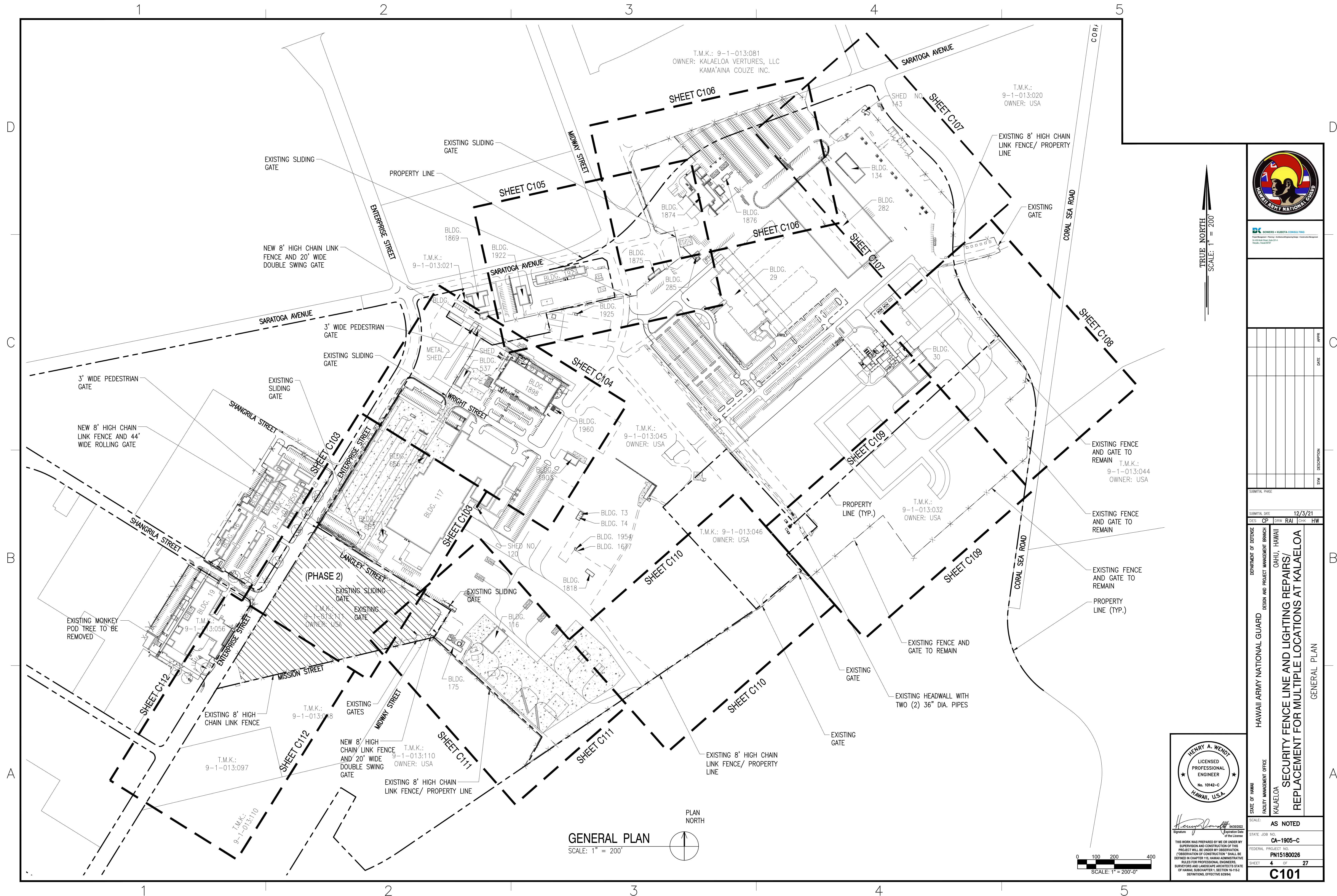
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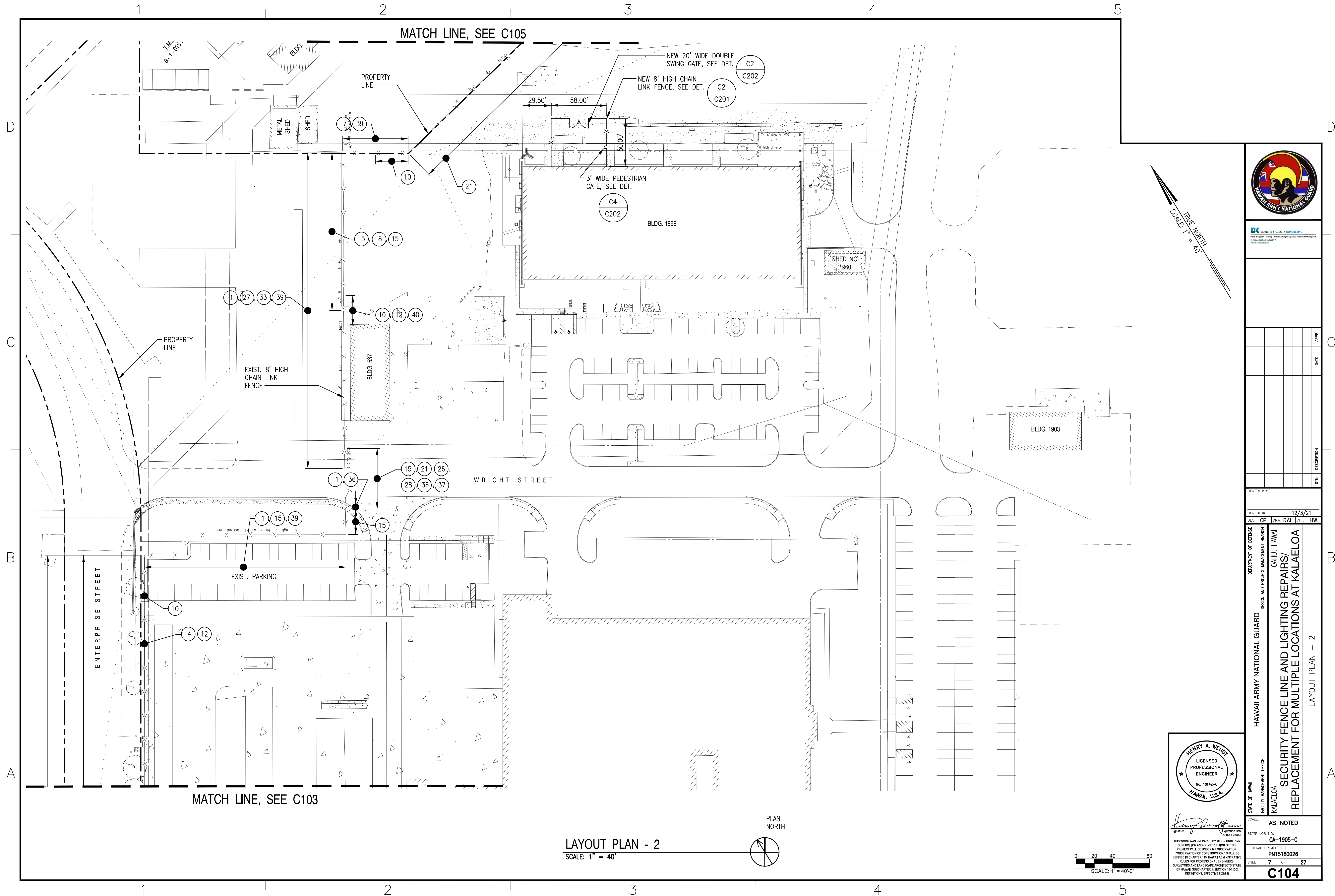
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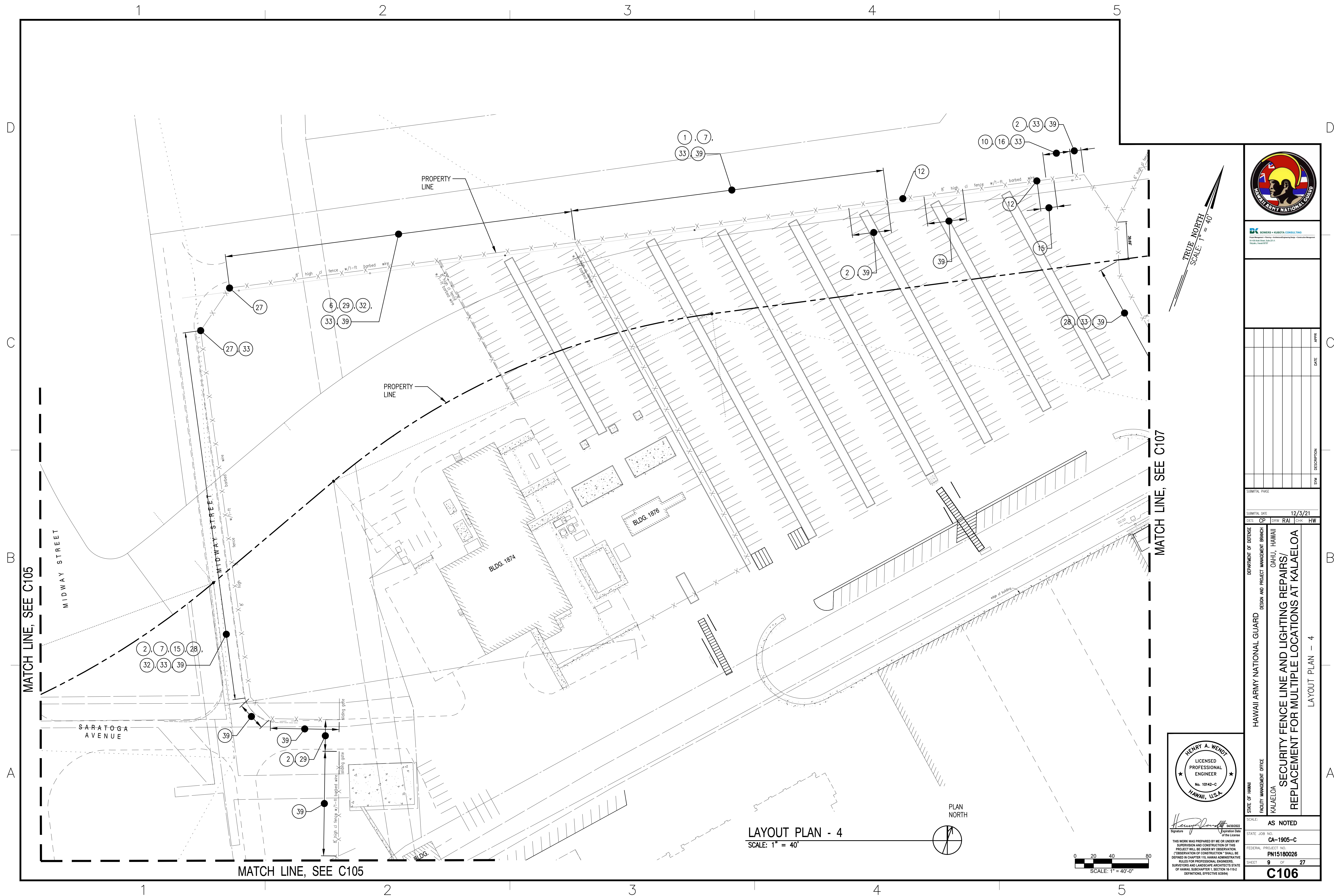
KALAELOA
SECURITY FENCE LINE AND LIGHTING REPAIRS/
OAHU, HAWAII
REPLACEMENT FOR MULTIPLE LOCATIONS AT KALAELOA

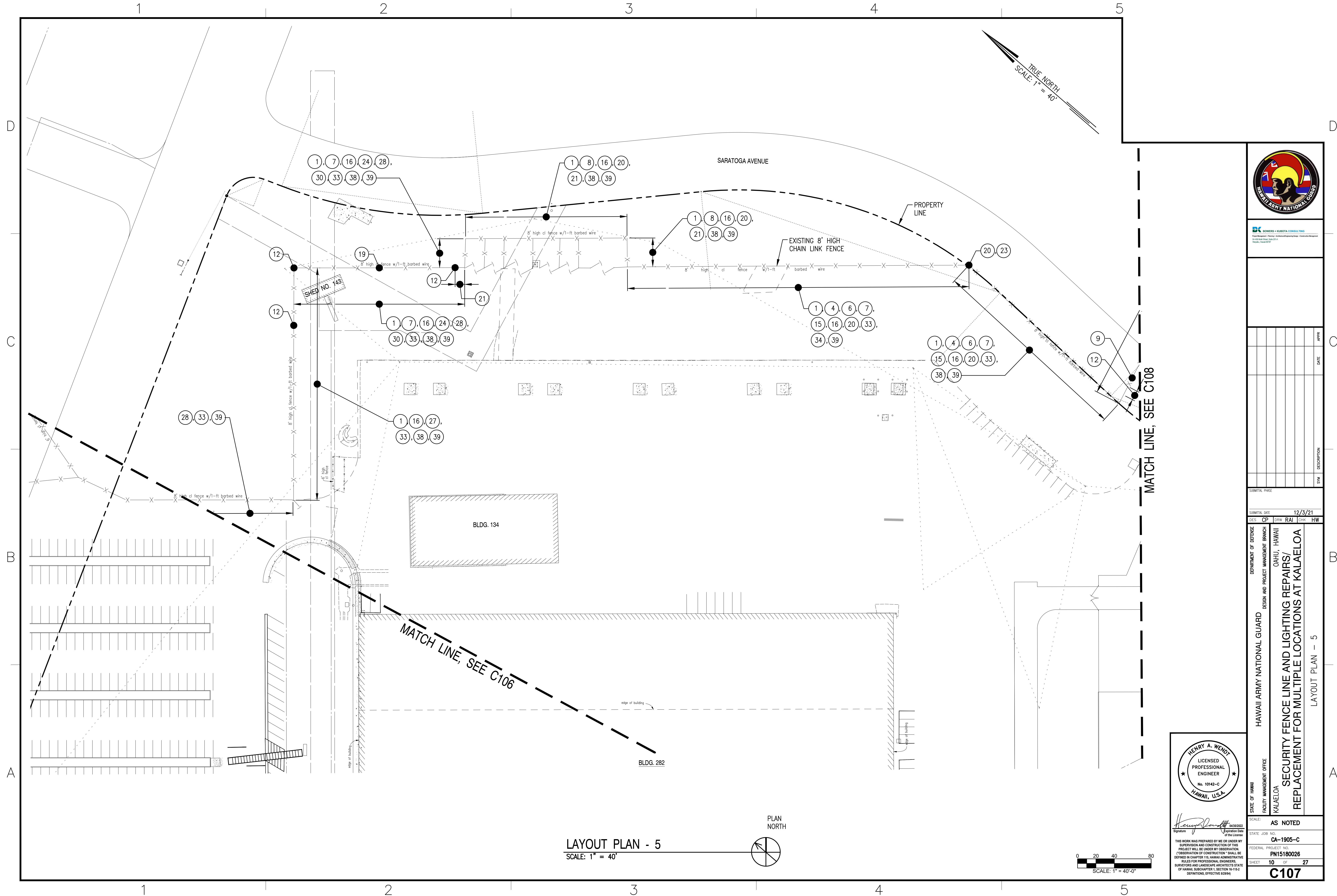
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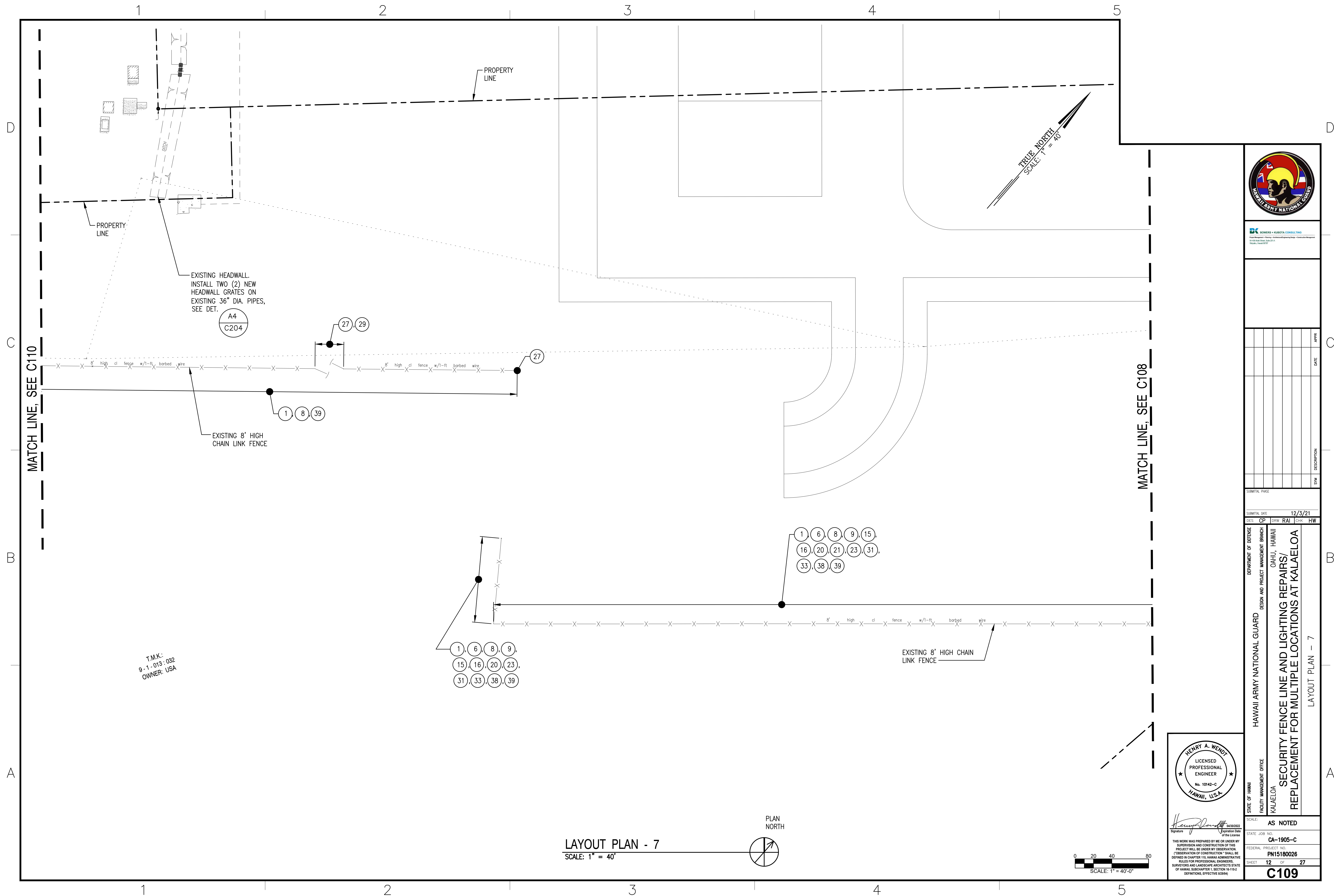


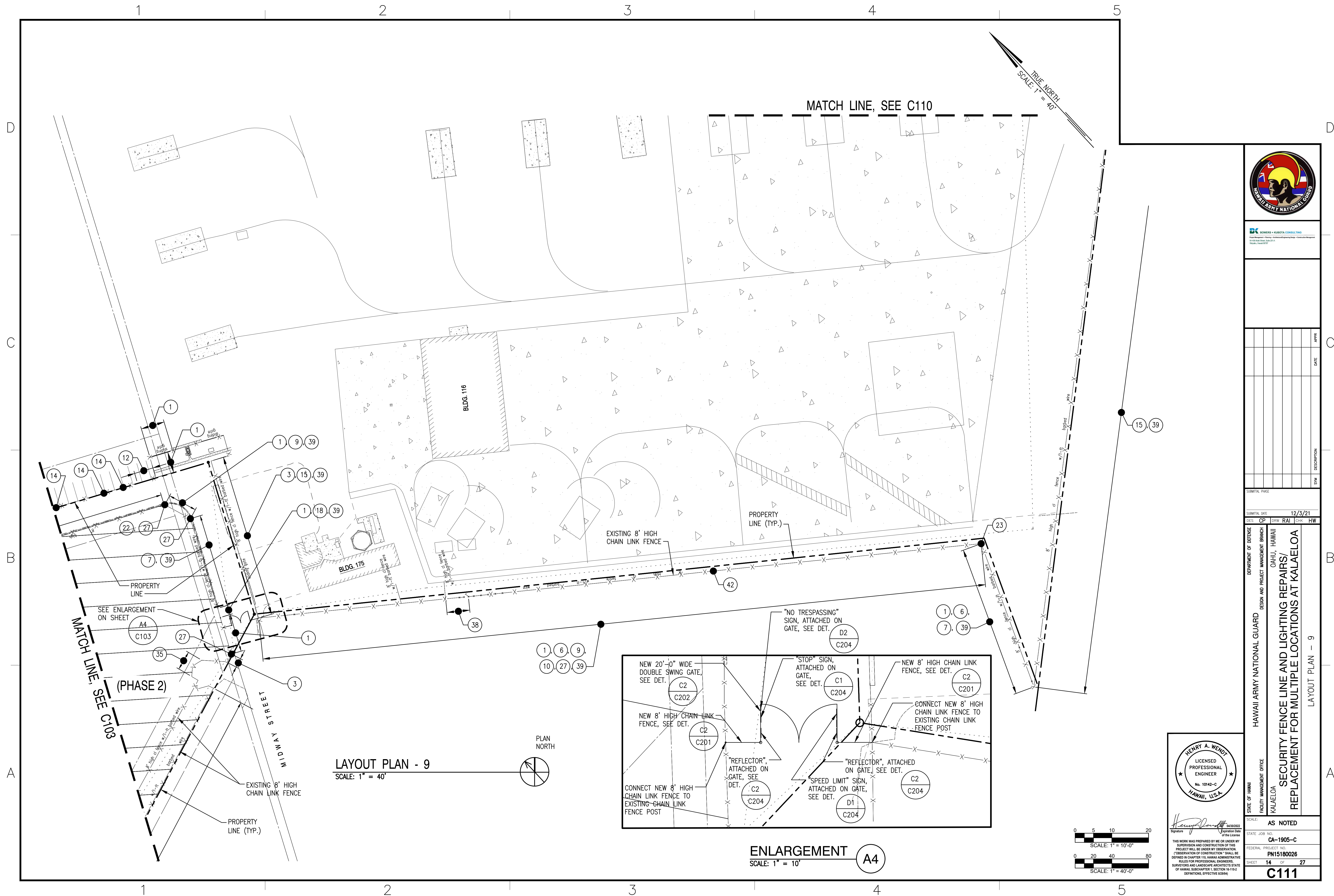


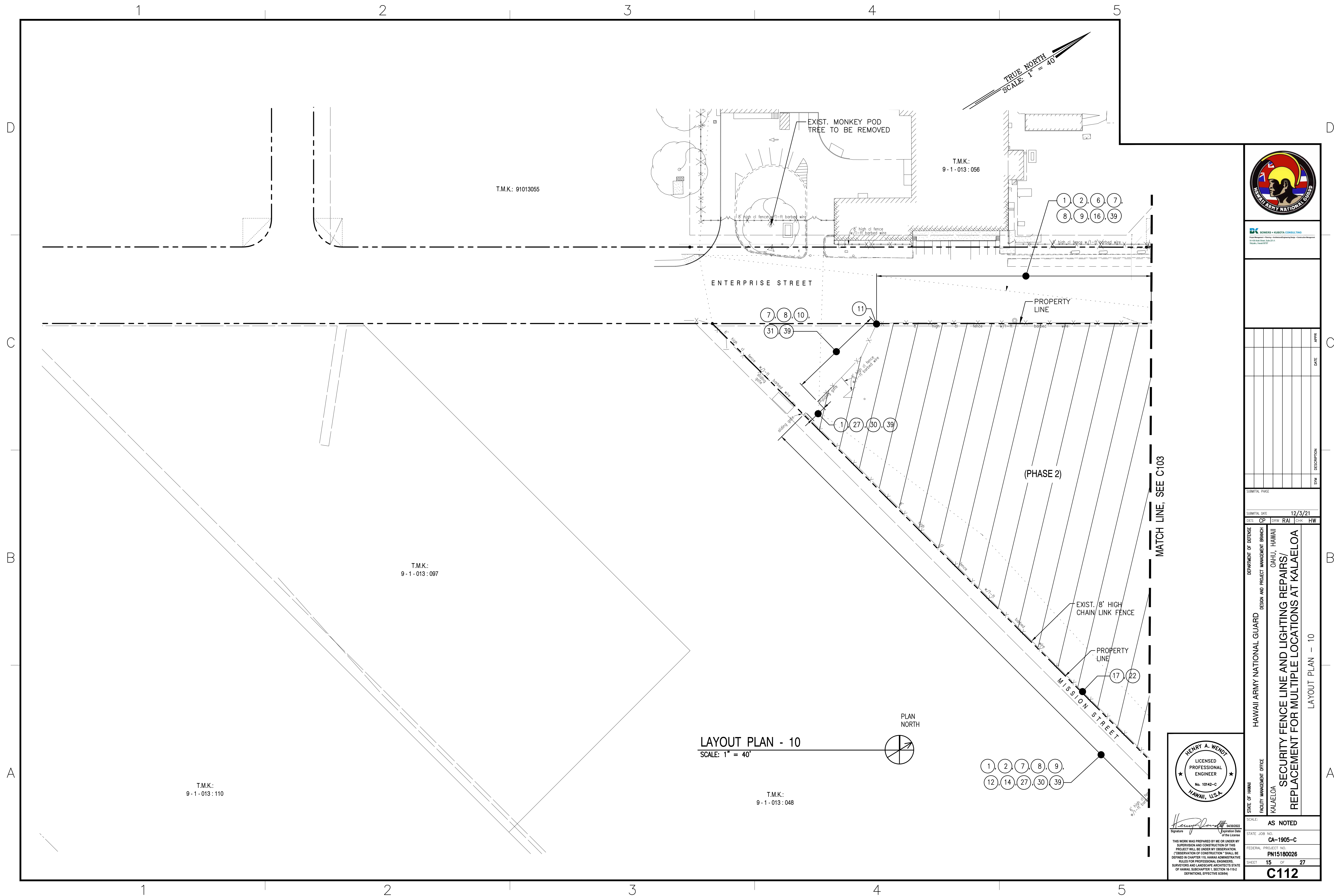






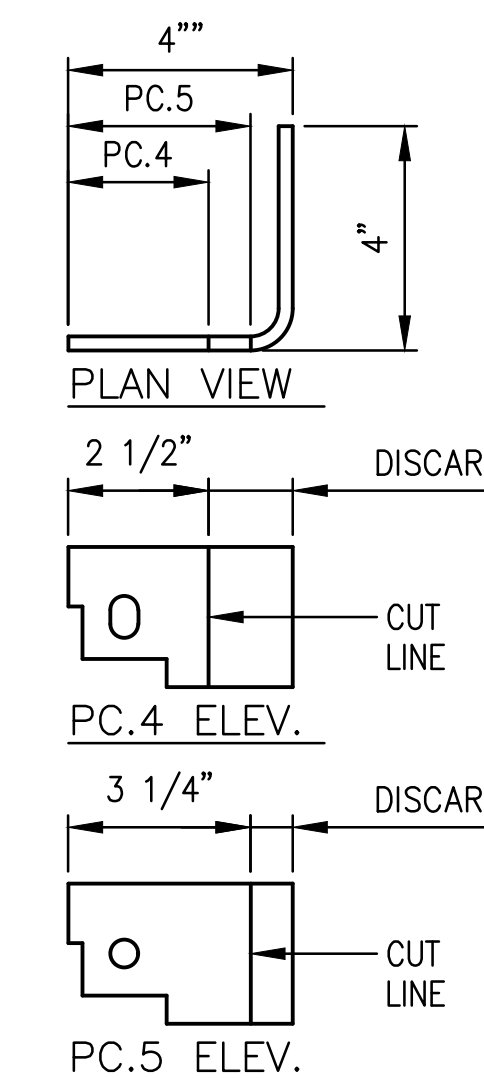






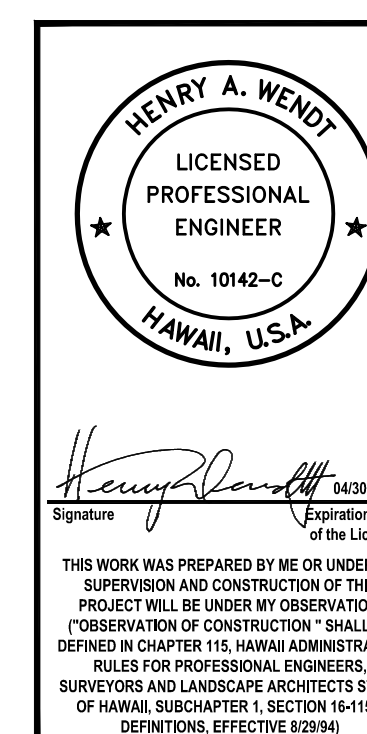


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CUTTING DETAIL

C103

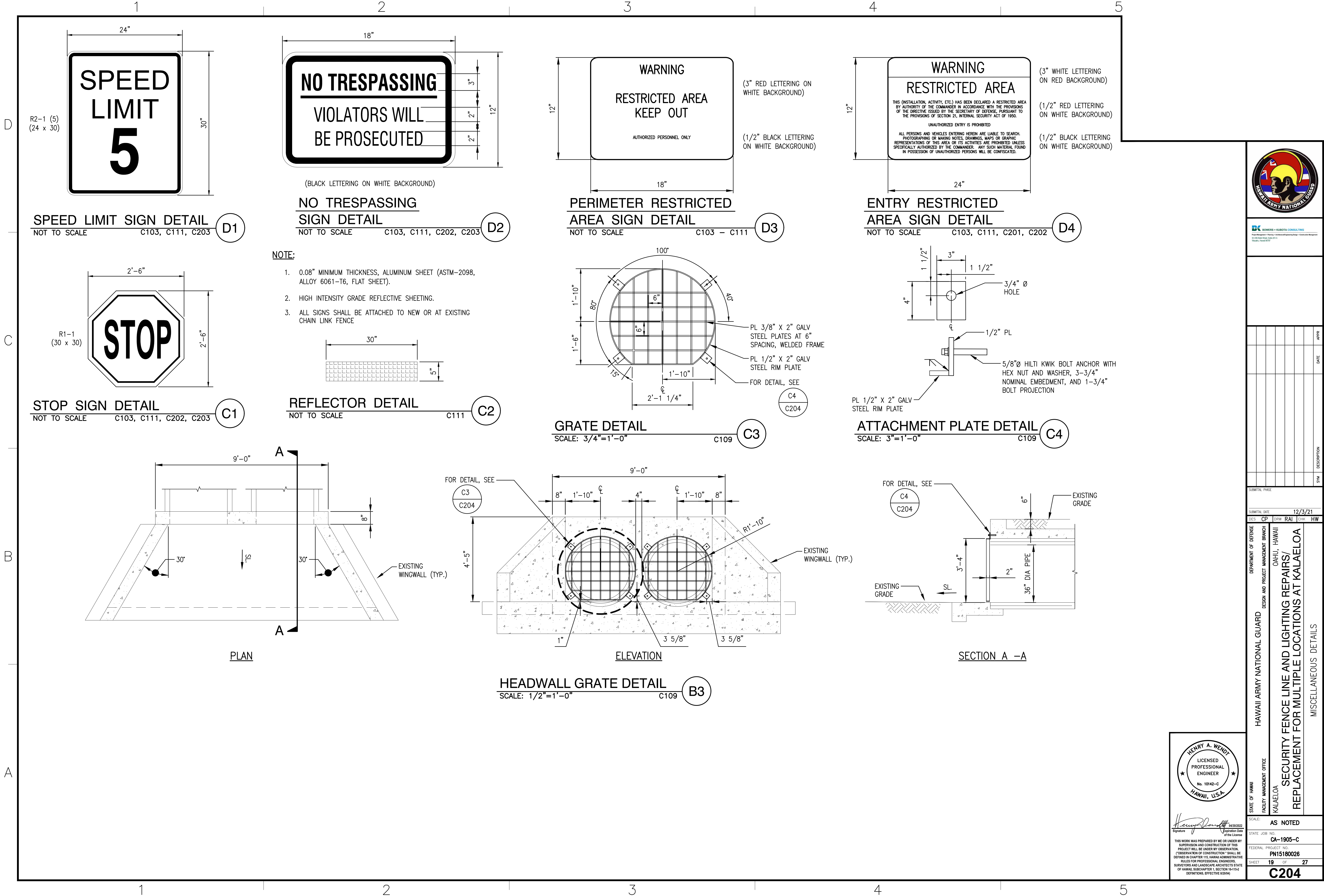


STATE OF HAWAII	HAWAII ARMY NATIONAL GUARD	DEPARTMENT OF DEFENSE
PLACIDITY MANAGEMENT OFFICE	DESIGN AND PROJECT MANAGEMENT BRANCH	
KALAELOA	OAHU, HAWAII	

SECURITY FENCE LINE AND LIGHTING REPAIRS/
REPLACEMENT FOR MULTIPLE LOCATIONS AT KALAELOA

SCALE:	AS NOTED	
STATE JOB NO.	CA-1905-C	
FEDERAL PROJECT NO.	PN15180026	
SHEET	18	OF
C203		

[illegible]



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CITY AND COUNTY OF HONOLULU
REVISED ORDINANCES OF HONOLULU 1990
CHAPTER 32

To the best of my knowledge, this project's design substantially conforms to the Building Energy Conservation Code for:

	Building Component Systems
X	Electrical Component Systems
	Mechanical Component Systems

Signature: Date: 11-22-21

Name: BRIAN ITOZAKI

Title: ELECTRICAL ENGINEER

License No.: 9058-E

4

DC

INITIAL PHAS

INITIAL DATE		12/3/21	
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		CHK	SM

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DESIGN AND PROJECT MANAGEMENT BRANCH	HAWAII ARMY NATIONAL GUARD	DESIGN AND PROJECT MANAGEMENT OFFICE	QUALITY MANAGEMENT OFFICE
KALAELOA			
OAHU/ HAWAII			
SECURITY FENCE LINE AND LIGHTING REPAIRS/ REPLACEMENT FOR MULTIPLE LOCATIONS AT KALAELOA			
GENERAL ELECTRICAL NOTES, ELECTRICAL SYMBOL LIST			

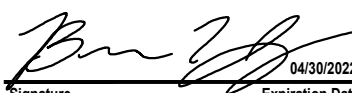
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DATE JOB NO.

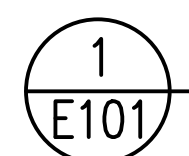
FEDERAL PROJECT NO.

20 OF 27

E001



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SCALE: 1" = 200'

4

— SEE ENLARGED
PLAN 

SEE ENLARGED
PLAN 

SEE ENLARGED -
PLAN 



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SUPERVISION AND CONSTRUCTION OF THE
PROJECT WILL BE UNDER MY OBSERVATION
("OBSERVATION OF CONSTRUCTION" SHALL BE
DEFINED IN CHAPTER 115, HAWAII ADMINISTRATIVE
RULES FOR PROFESSIONAL ENGINEERS,
SURVEYORS AND LANDSCAPE ARCHITECTS
OF HAWAII, SUBCHAPTER 1, SECTION 16-
DEFINITIONS, EFFECTIVE 8/23/84).



BK BOWERS + KUBOTA CONSULTING
Project Management • Planning • Architectural/Engineering Design • Construction Management

			SUBMITTAL PHASE

SUBMITTAL DATE	12/3/21

SE	CH	III	

DEPARTMENT OF DEFENSE
ACT MANAGEMENT BRANCH
OAHU, HAWAII
IRS/
ALAELOA

HAWAII ARMY NATIONAL GUARD

STATE OF HAWAII

SCALE: AS NOTED

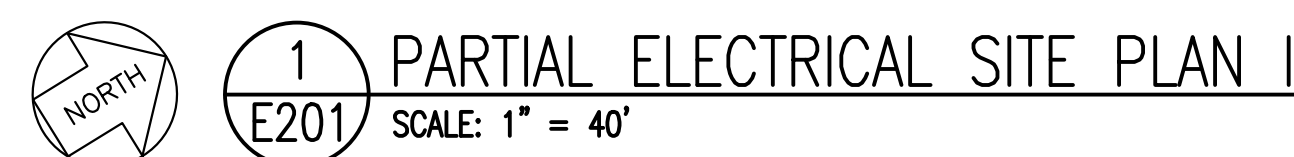
STATE JOB NO. 01 1005 0

FEDERAL PROJECT NO.
BM15180000

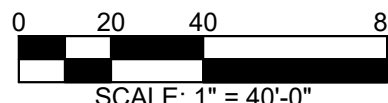
SHEET 21 OF

E101

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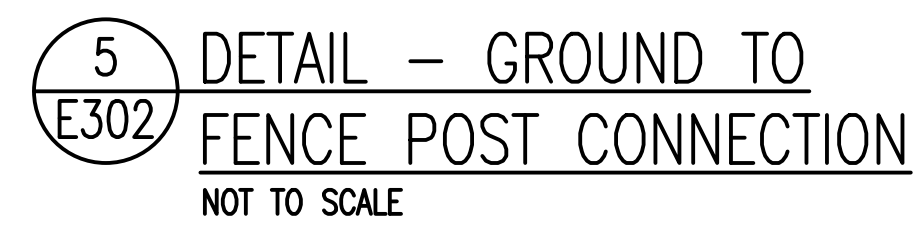
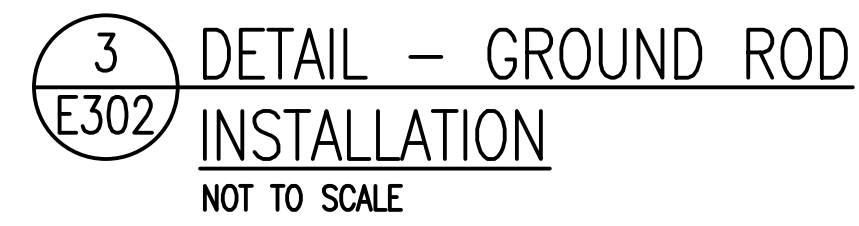
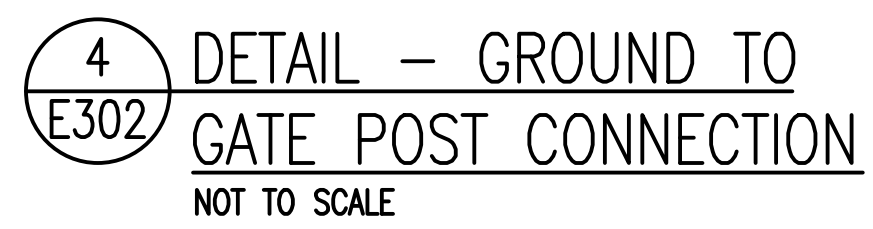
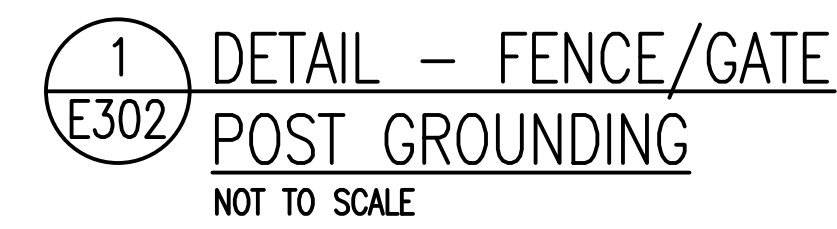


- ① REMOVE EXISTING POLE, LUMINAIRE, POLE-TOP PHOTOVOLTAIC SYSTEM AND FOUNDATION. PROVIDE NEW POLE WITH FOUNDATION, LUMINAIRE AND POLE-TOP PHOTOVOLTAIC SYSTEM.
- ② PROVIDE GROUNDING OF FENCE AND GATE. SEE SHEET: F302.



									
BK BOWERS • KUBOTA CONSULTING Project Management • Planning • Architecture/Engineering Design • Construction Management 2000 Kalia Road, Suite 200 • Honolulu, Hawaii 96811 Phone: 766-9737									
DESIGN AND PROJECT MANAGEMENT BRANCH STATE OF HAWAII FACILITY MANAGEMENT OFFICE SCALE: AS NOTED STATE JOB NO. CA-1905-C FEDERAL PROJECT NO. PN15180026 SHEET 22 OF 27 HAWAII ARMY NATIONAL GUARD OAHU, HAWAII SECURITY FENCE LINE AND LIGHTING REPAIRS/ REPLACEMENT FOR MULTIPLE LOCATIONS AT KALAELOA PARTIAL ELECTRICAL SITE PLAN 1									
SUBMITTAL DATE 12/3/21 DESIGN DATE CONSTRUCTION DATE AS NOTED DESIGNER DATE CONTRACTOR DATE									
SYMBOL DESCRIPTION DATE APPROVED SYMBOL DESCRIPTION DATE APPROVED									





DATE:	AS NOTED
DATE JOB NO.	CA-1905-C
FEDERAL PROJECT NO.	PN15180026
EET 27 OF 27	E302

Construction Site Best Management Practices Checklist

Sites < 1 acre are exempt from needing an NPDES permit, however they still need to implement Best Management Practices and Good housekeeping to prevent a harm to human health and the environment.

[illegible]

HAZARDOUS MATERIAL INVENTORY LOG

CONTRACTOR NAME:	DATE SUBMITTED:
PROJECT NUMBER & NAME:	
PROJECT DESCRIPTION:	
PROJECT LOCATION:	
PROJECT START DATE:	PROJECT END DATE:
GOVERNMENT PROJECT MANAGER NAME AND PHONE:	
REPORT PERIOD (<i>circle</i>): Start Annual End	

Submit to HIARNG Environmental Office prior to start of project, within 30 days of completion, and update by 31 January.

PRODUCT NAME AND IDENTIFICATION NUMBER	MANUFACTURER	SIZE OF CONTAINER	ESTIMATED NUMBER OF CONTAINERS FOR PROJECT	MAXIMUM NUMBER OF CONTAINERS STORED ON SITE AT ANY ONE TIME	ACTUAL NUMBER OF CONTAINERS USED	FOR ENV USE

HAZARDOUS MATERIAL INVENTORY LOG

Continuation Page

PRODUCT NAME AND IDENTIFICATION NUMBER	MANUFACTURER	SIZE OF CONTAINER	ESTIMATED NUMBER OF CONTAINERS FOR PROJECT	MAXIMUM NUMBER OF CONTAINERS STORED ON SITE AT ANY ONE TIME	ACTUAL NUMBER OF CONTAINERS USED	FOR ENV USE

HIARNG Spill Incident Report Form

REPORT SPILLS IMMEDIATELY TO HIARNG-ENV AT 672-1013.

Fax this form to 672-1262 or e-mail ng.hi.hiarng.list.nghi-env-comp@mail.mil within 72 hours of the spill.

1	LOCATION OF SPILL (Facility/Address/Bldg):	DATE & TIME OF SPILL:	
2	CALLER NAME & PHONE NUMBER:	OSC NAME & PHONE NUMBER:	
3	ORGANIZATION REPORTING:		
4	DATE AND TIME OF DISCOVERY:	DURATION OF THE SPILL:	
5	TIME & DATE HIARNG ENV NOTIFIED (672-1013):	PERSON NOTIFIED:	
6	SUBSTANCE SPILLED (<i>Attach SDS</i>):	AMOUNT SPILLED:	SIZE OF AREA IMPACTED:
7	CAUSE AND SOURCE OF THE SPILL:		
8	EXTENT AND SEVERITY OF SPILL: Potential Dangers: ☐ Fire ☐ Explosion ☐ Toxic Fumes/Fluid ☐ Evacuation Needed ☐ Damage or Injuries (<i>Specify</i>): Media into Which the Release Occurred or is Likely to Occur (Check all applicable): ☐ Soil ☐ Concrete ☐ Asphalt ☐ UIC ☐ Storm Drain ☐ Swale ☐ Sewer ☐ Stream ☐ Other (<i>Specify</i>): Raining? ☐ No ☐ Yes Raining Imminent? ☐ No ☐ Yes Direction of Flow:		
9	RESPONSE ACTIONS TAKEN TO STOP, REMOVE, AND MITIGATE EFFECTS OF THE SPILL:		
10	ADDITIONAL ASSISTANCE REQUIRED? ☐ No ☐ Yes (<i>Specify</i>):		
11	OTHER HIARNG OR EXTERNAL AGENCIES NOTIFIED (<i>Agency, Individual, Date, Time, and Incident Number Assigned by Agency</i>):		
12	PREVENTIVE ACTIONS TO BE TAKEN: (<i>NOTE: This incident is required to be covered in the next unit/activity spill training.</i>)		
13	SUBMITTED BY (<i>Name, Title, Phone</i>)		

For Environmental Office Use Only.

1	REPORTABLE? ☐ No ☐ Yes	REPORTABLE QTY:	Samples Taken? ☐ No ☐ Yes
2	VERBAL NOTIFICATIONS MADE (<i>Indicate Agency, Individual, Date, and Time Notified, and any Incident Number Assigned</i>) ☐ SERC (HEER): ☐ LEPC: ☐ NRC (800) 424-8801: ☐ Other (<i>Specify</i>): DATE WRITTEN NOTIFICATIONS MADE:		
3	CORRECTIVE ACTIONS TAKEN/ RECOMMENDED TO PRECLUDE RECURRENCE:		

EMERGENCY CONTACTS

Contractor: [Company Name]

Site Supervisor: [Name, Phone]

Spill/Emergency: [Name, Phone]

After Hours:[Name, Phone]

Police/Fire: 911

Government POC: [Name, Phone]

HIARNG Environmental Office
Spill Notification Hotline: 672-1013

HIARNG ENVIRONMENTAL CONTRACTOR REQUIREMENTS

PROJECT NAME: Security Fence Line and Lighting Repairs/ Replacement for Multiple Locations at Kalaeloa	
PROJECT NUMBER:	SUBMISSION DATE:
REVIEWER: HIARNG Environmental Compliance Office (ENV), ng.hi.hiarng.list.nghi-env-comp@mail.mil	DATE REVIEWED:
	DATE RECEIVED:

NO.	REQUIREMENT
1	Compliance. The Contractor shall follow all Federal, State, City and County laws, regulations, and permits, as well as applicable Department of Defense (DOD), Army, and Hawaii Army National Guard (HIARNG) plans and policies. Payment of any fines or penalties resulting from the Contractor's operations is the responsibility of the Contractor.
2	Hazardous Materials. Hazardous Materials Inventory. In order to facilitate annual Hawaii Emergency Planning and Community Right-to-Know Act (HEPCRA) reporting requirements, prior to project start, Contractor shall submit to the Hawaii Army National Guard (HIARNG) Environmental Office (ENV) a list of hazardous materials and quantities anticipated to be used for the project, including chemical products, fuel, asphalt, etc., and provide actual amounts within 30 days of project completion. For on-going projects, provide an update no later than 31 January of each calendar year. The log shall include the product name, manufacturer, product identification number, container size, amount used, and maximum number of containers to be stored on-site at any given day during the project (sample form attached). Upon request and site visit, ENV may waive this requirement for containers 5 gallons or less. Storage. Contractor shall only store hazardous materials for immediate use on-site; no long-term storage shall be permitted. All liquid hazardous materials shall be stored in covered areas and in secondary containment capable of containing the contents of the largest container. Safety Data Sheets (SDSs). SDSs for all chemical products shall be made available to ENV upon request.
3	Regulated Waste. If the Contractor will or may generate hazardous waste, universal waste (batteries, fluorescent lamps and other types of lamps, etc.), other regulated waste (e.g., asbestos, lead paint waste, polychlorinated biphenyl (PCB) light ballasts, etc.), or waste that requires laboratory analyses to determine if the waste is regulated: Information Required Prior to Project Start. Contractor shall provide to ENV: - An estimate of the maximum amount of each type of waste to be generated per month, and the total amount anticipated to be stored on-site at any given time. - The names and EPA ID numbers of the disposal/recycling facilities and transporters to be used, which shall be listed on the Defense Logistics Agency (DLA) Disposition Services (DS) lists of Qualified Facilities and Qualified Transporters at http://www.dla.mil/DispositionServices/Offers/Disposal/HazardousWaste/HazWasteDisposal.aspx Sampling and Analyses. Contractor shall notify ENV prior to any sampling and analyses required to properly characterize the waste, and shall use a NELAC-approved laboratory. Contractor shall provide copies of all test reports within 5 workdays of receipt, along with any associated documents used to characterize the waste. Waste Management. Contractor shall mark/label, store, manage, and transport all waste in accordance with all applicable Federal, State, and local regulations; and pending shipment, store the waste in a secured area approved by ENV. Monthly Waste Generation Reports. Contractor shall submit monthly waste generation reports to ENV within 5 days after the end of each month. The reports shall indicate the type of waste and number of pounds of each type generated in the month being reported and totals stored on-site (sample form attached). Waste Manifests. Contractor shall submit draft copies of waste manifests to ENV for review at least 5 workdays prior to shipment off-site. The applicable HIARNG EPA ID Number shall be used on waste manifests, and manifests shall only be signed by authorized ENV staff personnel.

	f. Waste Disposal Costs. Contractor shall pay for all disposal/recycling costs for waste generated from this project, including sampling and analyses and other associated costs.																		
4	Spill Prevention and Response. - Contractors shall establish and implement spill preventive measures, including frequent preventive maintenance checks of vehicles and equipment to prevent leaks, avoid parking equipment on unpaved areas, use of drip pans, and storing all liquid chemicals under cover and in secondary containment capable of containing the contents of the largest container. - No fueling on-site is permitted without approval from ENV. Contractors storing oil or fuel on-site in containers with aggregate shell capacity totaling greater than 1,320 gallons (regardless of actual amount stored) shall prepare Spill Prevention, Control, and Countermeasures (SPCC) Plan in accordance with 40 CFR 112 <i>Oil Pollution Prevention</i> and shall submit a copy of the plan to ENV prior to project start. - Contractors shall ensure adequate spill supplies are maintained on-site and readily available near areas with potential for spills or leaks. - Contractor shall post emergency contact sign at project site indicating the name and phone number for the government Project Manager, the contractor emergency contact, police/fire department 911, and HIARNG ENV 672-1013. - Contractor shall report all spills immediately to the HIARNG Project Manager and ENV at 672-1013, and shall complete and submit the HIARNG Spill Incident Report Form to ENV within 72 hours. - Contractor shall immediately clean up all spills IAW Federal and State guidelines, and to the satisfaction of ENV. Contractor shall accomplish all regulatory verbal and written notifications to the Hawaii Department of Health (DOH), Local Emergency Planning Committee (LEPC), National Response Center (NRC), and/or the Environmental Protection Agency (EPA), as applicable, and provide ENV copies of all spill reports submitted.																		
5	Storm Water. Contractors shall initiate and maintain practices and measures to prevent contamination of storm water throughout all phases of work regardless of project size, and shall comply with HIARNG Construction, Repair, and Maintenance Storm Water Best Management Practices Manual, and HIARNG Storm Water Management Plan.																		
6	Permits. Contractor shall be responsible for assessing whether the project and/or project activities require environmental governmental permits/approvals (e.g., for oil/water separators, grease traps, septic tanks, underground injection control (UIC) wells, industrial storm water discharge, etc.) and are responsible for obtaining, implementing and complying with all applicable permit requirements. - Contractor shall provide to ENV prior to project start, copies of all permit applications, permits, approvals, and associated required plans. - Projects that disturb more than 1 acre of soil, including projects that, considered with other related projects, cumulatively disturb more than 1 acre of soil, are required to obtain an applicable National Pollutant Discharge Elimination System (NPDES) storm water discharge permit from DOH, and comply with all permit requirements, including preparation of plans and conducting inspections. Sites less than 1 acre are required to implement best management practices (BMPs) to prevent contaminated storm water from leaving the site.																		
7	Solid Waste. Contractor shall submit to HIARNG Project Manager data for construction and demolition non-hazardous recycled/diverted waste (i.e., waste that does not go into the landfill or H-POWER) and non-hazardous disposed waste (waste that goes to landfill or H-POWER). Include the weight with its individual associated ticket number. Data can be provided by any means (e.g. receipt copies, Excel table, email message) Data should include: <table border="1" data-bbox="290 1549 1391 1770"> <thead> <tr> <th>REQUIRED DATA</th><th>RECYCLED/DIVERTED WASTE</th><th>DISPOSED WASTE</th></tr> </thead> <tbody> <tr> <td>Ticket #</td><td></td><td></td></tr> <tr> <td>Type of Material</td><td></td><td></td></tr> <tr> <td>Net Weight</td><td></td><td></td></tr> <tr> <td>Recycle/Disposal Facility</td><td></td><td></td></tr> <tr> <td>Cost(C)/(R)Revenue Amount</td><td>C ☐ R ☐</td><td>N/A</td></tr> </tbody> </table>	REQUIRED DATA	RECYCLED/DIVERTED WASTE	DISPOSED WASTE	Ticket #			Type of Material			Net Weight			Recycle/Disposal Facility			Cost(C)/(R)Revenue Amount	C ☐ R ☐	N/A
REQUIRED DATA	RECYCLED/DIVERTED WASTE	DISPOSED WASTE																	
Ticket #																			
Type of Material																			
Net Weight																			
Recycle/Disposal Facility																			
Cost(C)/(R)Revenue Amount	C ☐ R ☐	N/A																	

ENVIRONMENTAL SOW REQUIREMENTS:

NATIONAL ENVIRONMENTAL POLICY ACT & HRS 343:

All federal and state undertakings must have National Environmental Policy Act (NEPA) or Hawaii Revised Statutes Chapter 343 Environmental Impact Statements (HEPA) analysis and documentation on file prior to construction commencing and funds being executed for construction projects. It is Army National Guard Policy that NEPA/HEPA analysis and documentation must be completed before or at the 30% design phase. A/E design should not proceed past 30% design without a Record of Environmental Consideration (REC) on file for federal projects or a Declaration of Exemption (DEC) for state projects. A REC or DEC can only be utilized if the project is covered by a Categorical Exclusion, as listed in Appendix B of 32 CFR Part 651 or an Exemption, as listed in the State of Hawaii, Department of Defense Exemption List. In order to complete a REC or DEC, the HIARNG Environmental Office must consult with the State Historic Preservation Division (SHPD) for projects involving ground disturbance and/or historic buildings. The HIARNG Environmental office must consult with the U.S. Fish and Wildlife Service (USFWS) for any project that may affect a threatened or endangered species.

If it is determined that the project does not meet the parameters of a CATEX or State of Hawaii, Department of Defense Exemption, the design shall not proceed past 30% without a contract for an Environmental Assessment in place.

NATIONAL HISTORIC PRESERVATION ACT:

Historic Buildings:

The contractor is to provide a project summary to the Hawaii Army National Guard (HIARNG) Cultural Resources Specialist (CRS) for a project that involves renovation, maintenance, or changes to a historic building. The project summary shall include a brief project description with any and all construction work that may alter the integrity of a historic building, including design drawings and photographs of existing conditions. All construction activities shall follow the US Department of the Interior: Secretary of the Interior's Standards for Rehabilitation (36 CFR Part 67) and Guidelines for Rehabilitating Historic Buildings. The project summary provided to the CRS will be referenced in a letter to the State Historic Preservation Division (SHPD). The SHPD will have 30 days to review the project and submit their comments to the HIARNG. The POC for the project summary is Mr. Kekapala Dye, Kekapala.dye@hawaii.gov. Contractor is to cc the Project Manager on any correspondence with the CRS regarding historic building project summaries. This correspondence follows the National Historic Preservation Act (NHPA) Section 106 guidelines for federal undertakings as well as the Hawaii Revised Statutes Chapter 6E guidelines for state actions.

Ground Disturbance:

The contractor is to provide a project summary to the Hawaii Army National Guard (HIARNG) Cultural Resources Specialist (CRS) for a project that involves ground disturbance. The project summary shall include a thorough description of the overall project, including total square footage of ground disturbance and dimensions of ground disturbance, including maximum depth/width/length. Digging can include trenching, grading, concrete foundation preparation work, bollard installation and other forms of ground disturbance. The project summary shall include DWG design & construction drawings as well as the associated geo-referenced site plan. The project summary and DWG files provided to the CRS will be referenced in a letter to the State Historic Preservation Division (SHPD). The SHPD will have 30 days to review the project and submit their comments to the HIARNG. The POC for the project summary is Mr. Kekapala Dye, Kekapala.dye@hawaii.gov. Contractor is to cc the Project Manager on any correspondence with the CRS regarding ground disturbance project summaries. This correspondence follows the National Historic Preservation Act (NHPA) Section 106 guidelines for federal undertakings as well as the Hawaii Revised Statutes Chapter 6E guidelines for state actions.

An Archaeological Monitoring Plan (AMP) may be required by the SHPD prior to the commencement of ground disturbing activities. The AMP shall follow Hawai'i Revised Statutes (HRS) Chapter 6E, and the implementing HAR 13-279-5 requirements. A separate contract will be coordinated if an AMP is required by the SHPD.

HAWAII REVISED STATUTES 6E-43.6 & HAWAII ADMINISTRATIVE RULES 13-300

Inadvertent Discovery of Burial Sites

A. Inadvertent burial site and/or human remains shall be handled in accordance with the provisions outlined in HRS 6E-43.6 and HAR 13-300. In the event that human skeletal remains are inadvertently discovered, all activity in the immediate area shall cease and the HIARNG CRS will report the discovery to the SHPD, the appropriate medical examiner or coroner, and the police department. The SHPD will notify the Oahu Island Burial Council and The Office of Hawaiian Affairs (OHA) of the discovery. Within two (2) working days a medical examiner and a qualified archaeologist shall examine the skeletal remains to determine jurisdiction.

B. Inadvertent non-burial finds shall be handled in accordance with the provisions outlined in HAR 13-280. In the event that historic properties are inadvertently discovered, all activity in the immediate area shall cease, no items shall be moved and the HIARNG CRS will notify the SHPD as soon as possible. The find(s) will be secured and protected by State Parks.

ENDANGERED SPECIES ACT & MIGRATORY BIRD TREATY ACT:

The contractor is to provide a project summary to the Hawaii Army National Guard (HIARNG) Natural Area Reserves Specialist Supervisor for a project that involves erecting fencing, downing of trees, installing exterior lighting, night time construction, planting of new vegetation, cutting of trees and construction activities during breeding season of the Hawaiian Nene (December-April), Hawaiian Hawk (March – September) and/or Hawaiian Hoary Bat (June - September). The project summary shall include a brief project description with any and all construction work that may affect threatened, endangered, candidate species, species of concern and/or critical habitat, including design drawings and photographs of existing conditions. The project summary provided will be referenced in a letter to the U.S. Fish and Wildlife Service (USFWS) and to the State of Hawaii, Department of Forestry and Wildlife (DOFAW). The USFWS and DOFAW will have 45 days to review the project and submit their comments to the HIARNG. The POC for the project summary is Mr. Craig Blaisdell, craig.p.blaisdell.nfg@mail.mil. Contractor is to cc the Project Manager on any correspondence with the Conservation Manager regarding project summaries. This correspondence follows the Endangered Species Act (ESA) Section 7 guidelines for federal undertakings as well as the Hawaii Administrative Rules, Chapter 124 guidelines for state actions.

GIS DELIVERABLES:

The contractor is to provide DWG files of the design plans at the 30%, 60% and 100% design phases to the HIARNG GIS Specialist. The contractor shall also include a geo-referenced site plan that defines the work area, including all staging areas, utility trenching, grading, and/or other ground disturbance. The contractor shall ensure all geospatial data layers contain comprehensive metadata (FGDC Metadata Content Standard - <https://www.fgdc.gov/metadata/csdgm-standard>), spatially accurate (FGDC Positional Accuracy Standard - <https://www.fgdc.gov/standards/projects/accuracy>), and compliant with Quality Assurance Plans. The DWG files will assist the HIARNG Environmental Office in developing site maps and diagrams for ESA and NHPA consultation letter submissions. The contractor shall provide updated DWG files that represent actual construction plans, if any changes have been made after the 100% design submittal. The POC for the DWG files submission is Ms. Alexa Jacroux-Biggs, alexa.l.jacrouxbiggs.nfg@mail.mil. The contractor is to cc the Project Manager on any correspondence with the GIS Specialist regarding DWG design & construction drawings.

APPLICABLE ENVIRONMENTAL PERMITS:

The contractor is responsible to obtain all necessary building permits for the project, including environmental permits related to the Coastal Zone Management Act, Special Management Area permit from the C&C Department of Planning and Permitting (DPP). Contractor is responsible to determine if the project is located on Conservation land, including the subzone, which can be found on the Office of Conservation and Coastal Lands (OCCL) website. Contractor is responsible to determine the correct permit required for the project and develop documentation for a permit application to the OCCL. Contractor is responsible to determine if a variance permit is required for the project, which can be determined at the Land Use Commission (LUC) website. If a variance permit is needed for the project, the contractor is responsible to obtain a land use variance use permit from the LUC. These permits may be a prerequisite for obtaining a building permit from DPP.