



**STATE OF HAWAII**  
**DEPARTMENT OF TRANSPORTATION**  
**HIGHWAYS DIVISION**  
**HONOLULU, HAWAII**  
**SPECIAL PROVISIONS**  
**PROPOSAL, CONTRACT,**  
**AND BOND**

**FOR**

**KUHIO HIGHWAY**  
**HANAIEI BRIDGE REPAIR**

**FEDERAL AID PROJECT NO. BR-0560(016)**

**DISTRICT OF HANAIEI**

**ISLAND OF KAUAI**

**FY 2022**

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**NOTICE TO BIDDERS**  
(Chapter 103D, HRS)  
Disadvantaged Business Enterprise

The receiving of SEALED BIDS for HANALEI BRIDGE REPAIR, Fed-Aid Project No. BR-0560(016), will begin as advertised on September 29, 2022 in HIEPRO. Bidders are to register and submit bids through HIEPro only. See the following HIEPRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit bids is Bid Opening Day, Thursday, October 27, 2022, at 2:00 P.M., Hawaii Standard Time (HST). Bids received after said due date and time shall not be considered.

The scope of work consists of repairing the existing Hanalei Bridge by replacing the timber decking, stringers, and wearing surface, replacing steel bolts, replacing corroded steel members, abrasive blasting and painting the entire structure, cleaning vegetative growth from the existing bridge structure, installation, maintenance, and removal of temporary erosion control measures, and work zone traffic control. The estimated cost of construction is between \$2,000,000 and \$3,000,000.

To be eligible for award, bidders must possess a valid State of Hawaii General Engineering "A" or General Building "B" license prior to the award of contract.

A pre-bid conference is scheduled for **October 6, 2022, at 10:00 A.M. HST on Microsoft Teams**. All prospective bidders or their representatives (employees) are encouraged to attend, but attendance is not mandatory. Due to the impacts of COVID 19, the pre-bid meeting will be conducted virtually. Please call Microsoft Teams to join the Pre-bid meeting at (808) 829-4853, Phone Conference ID: 754 970 392#.

Contact Eric Fujikawa Project Manager, by phone, at (808) 241-3015, by facsimile at (808) 241-3011 or email at [eric.i.fujikawa@hawaii.gov](mailto:eric.i.fujikawa@hawaii.gov) to obtain the venue for the pre-bid meeting.

ALL requests for information (RFI) shall be received in writing via HiePRO no less than 14 calendar days before bid opening. Questions received after the deadline will not be addressed. Verbal requests for information will not receive a response. Anything said at the conference is for clarification purposes and any changes to the bid documents will be made by addendum and posted in HiePRO.

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

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by the legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

The U.S. Department of Transportation Regulation entitled “Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation,” Title 49, Code of Federal Regulations (CFR), Part 21 is applicable to this project. Bidders are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin or sex (as directed by 23 CFR Part 200).

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

The U.S. Department of Transportation Regulations entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Programs", Title 49, Code of Federal Regulations, Part 26 is applicable to this project. Bidders are hereby notified that the Department of Transportation will strictly enforce full compliance with all of the requirements of the Disadvantaged Business Enterprise (DBE) program with respect to this project.

Bidders are directed to read and be familiar with the Disadvantaged Business Enterprise (DBE) Requirements, which establishes the program requirements pursuant to Title 49 Code of Federal Regulations Part 26 and, particularly, the requirements of certification, method of award, and evidence of good faith. All Bidders must e-mail the Engineer at [eric.i.fujikawa@hawaii.gov](mailto:eric.i.fujikawa@hawaii.gov), the Disadvantaged Business Enterprise (DBE) Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction, Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Trucking Company and Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier by November 1, 2022, at 4:30 P.M. HST. Failure to provide these documents shall be cause for bid/proposal rejection.

Driving While Impaired (DWI) Education. HDOT encourages all organizations contracted with the DOT to have an employee education program preventing DWI. DWI is defined as operating a motor vehicle while impaired by alcohol or other legal or illegal substances. HDOT promotes this type of program to accomplish

our mission to provide a safe environment for motorists, bicyclists and pedestrians utilizing our State highways, and expects its contractors to do so as well.

For additional information, contact Eric Fujikawa, Project Manager, by phone at (808) 241-3015, by fax at (808) 241-3011 or email at [eric.i.fujikawa@hawaii.gov](mailto:eric.i.fujikawa@hawaii.gov).

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



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JADE T. BUTAY  
Director of Transportation

Posted:



## INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the "Equal Opportunity" and the "Specific Equal Employment Opportunity Responsibilities" set forth in the "Required Federal Aid Construction Contract Provisions."

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work on this project are as follows:

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CATEGORY	TIMETABLE	GOAL
Female participation in each trade	Indefinite	6.9%
Minority participation in each	None	69.1% (Oahu)
Trade (female included)	None	70.4% (Hawaii, Maui, Kauai)

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These goals are applicable to all the Contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or Federally assisted construction contract or subcontract.

The Contractor's compliance with the Executive Order shall be based on its implementation of the Equal Opportunity Clause, and its efforts to meet the goals established for the contract resulting from this solicitation. The hours of female and minority employment and training must be substantially uniform throughout the length of the contract, and in trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract and Executive Order. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Area Director, Hawaii Area Office, Office of Federal Contract Compliance Programs, U.S. Department of Labor, 300 Ala Moana Blvd., P.O. Box 50149, Honolulu, Hawaii 96850, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; and estimated starting and completion dates of the subcontract. The Contractor shall indicate which are minority group subcontractors and the ethnic identity and sex of the owner(s) and policy-making official(s).

# DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

## I. GENERAL

This project is subject to Title 49, Code of Federal Regulations, Part 26, entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Financial Assistance Programs," hereinafter referred to as the ("DBE Regulations") and is incorporated and made a part of this contract herein by this reference. The following shall be incorporated as part of the contract documents for compliance. If any requirements herein are in conflict with the general provisions or special provisions applicable to this project, the requirements herein shall prevail unless specifically superseded or amended in the special provisions or by addendum.

## II. POLICY

It is the policy of the U.S. Department of Transportation ("USDOT") and the State of Hawaii, Department of Transportation and its political subdivisions ("Department") that Disadvantaged Business Enterprises ("DBE"), as defined in the DBE Regulations, have an equal opportunity to receive and participate in federally assisted contracts.

## III. DBE ASSURANCES

Each contract signed with a prime contractor (and each subcontract the prime contractor signs with a subcontractor) shall include the following assurance:

"The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate which may include, but is not limited to; 1) withholding monthly progress payments; 2) assessing sanctions; 3) liquidated damages; and/or 4) disqualifying the contractor from future bidding as non-responsible."

The prime contractor agrees to include the above statements in any subsequent contracts that it enters into with other contractors and shall require those contractors to include similar statements in further agreements.

## IV. BIDDER/OFFEROR RESPONSIBILITIES

All bidders/offerors are required to register with the Department's OCR, DBE Section, using the Bidder Registration Form, which can be downloaded from the Department's website at <http://hidot.hawaii.gov/administration/ocr/dbe/dbe-program-forms/>. Certified DBEs are considered registered with the Department and are not required to submit a

Bidder Registration Form. All other bidders/offerors are required to complete this form which may be faxed to (808) 831-7944, e-mailed to HDOT-DBE@hawaii.gov, or mailed to the HDOT DBE Section at 200 Rodgers Boulevard, Honolulu, Hawaii, 96819. Registered bidders/offerors are posted on the website listed above.

Bidders/offerors, subcontractors, manufacturers, vendors or suppliers, and trucking companies shall fully inform themselves with respect to the requirements of the DBE Regulations. Particular attention is directed to the following matters:

- A. Bidders/offerors shall take all necessary steps to ensure that DBEs have an opportunity to participate in this contract.
- B. DBEs may participate as a consultant, prime contractor, subcontractor, trucking company, or vendor of materials or supplies. DBEs may also team with other DBEs or non-DBE firms as part of a joint venture or partnership.
- C. Agreements between a bidder/offeror and a DBE in which an DBE promises not to provide subcontracting quotations to other bidders/offerors are strictly prohibited.
- D. A DBE shall be certified by the Department under the appropriate North American Industry Classification System (NAICS) code and work in their registered field of work in order for credit to be allowed.
- E. Information regarding the current certification status of DBEs is available on the internet at <https://hdot.dbesystem.com/>.
- F. Commercially Useful Function (“CUF”). An DBE must perform a CUF. This means that an DBE must be responsible for the execution of a distinct element of the work, must carry out its responsibility by actually performing, managing, and supervising at least 30% of the work involved by using its own employees and equipment, must negotiate price, determine quality and quantity, order and install material (when applicable), and must pay for the material itself.<sup>1</sup>

To determine whether an DBE is performing a CUF, the Department must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, the DBE credit claimed for performance of the work, and other relevant factors. The prime contractor is responsible to ensure that the DBE performs a CUF.

## V. PROPOSAL REQUIREMENTS

- A. DBEs must be certified by the bid opening date.

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<sup>1</sup> The use of joint checks payable to an DBE subcontractor and supplier may be allowed to purchase materials and supplies under limited circumstances. See VII USE OF JOINT CHECKS UNDER THE DBE PROGRAM

- B. DBE subcontractors, manufacturers, suppliers, trucking companies, and any second tier subcontractors shall be listed on the respective DBE forms as specified below in order to receive credit.
- C. The following forms are due to the Department's Project Manager or designee **by the close of business, 4:30 P.M. Hawaii Standard Time (HST), five (5) days after bid opening:**<sup>2</sup>
1. DBE Confirmation and Commitment Agreement. This form must be signed by the bidder/offeror and each DBE subcontractor, manufacturer, supplier, or trucking company. Information to be provided on the form shall include, among other things, the project number, the DBE's NAICS codes, description of work, bid items with corresponding price information, prime contractor name and contact information DBE name and contact information and subcontractor name and contact information if the DBE is a second tier subcontractor.
  2. DBE Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction. List the dollar amount of all subcontractors, manufacturers, suppliers, and trucking companies (both DBE and non-DBE firms). Bidder/offeror must also list the DBE project goal on this form (See paragraph D below regarding goal calculation). The bidder/offeror must submit documentation demonstrating how the DBE goal was met or how the bidder/offeror attempted to meet the goal if the goal was not met. This documentation shall include quotations for both DBE and non-DBE subcontractors when a non-DBE is selected over a DBE for the project. **Documentation of good faith efforts is required irrespective of whether the bidder/offeror met the DBE project goal.**
- The above forms must be complete and provide the necessary information to properly evaluate bids/proposals. Failure to provide any of the above shall be cause for bid/proposal rejection.**
- D. Calculation of the DBE contract goal for this project is the proportionate contract dollar value of work performed, materials, and goods to be supplied by DBEs. DBE credit shall not be given for mobilization, force account items and allowance items. This DBE contract goal is applicable to all the contract work performed for this project and is calculated as follows:
1. DBE contract goal percentage = Contract Dollar Value of the work to be performed by DBE subcontractors and manufacturers, plus 60% of the contract dollar value of DBE suppliers, divided by the sum of all contract items (sum of all contract items is the total amount for comparison of bids less mobilization, force account items, and allowance items).

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<sup>2</sup> In computing calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or holiday.

2. The Department shall adjust the bidder's/offeror's DBE contract goal to the amount of the project goal if it finds that the bidder/offeror met the goal but erroneously calculated a lower percentage. If the amount the bidder/offeror submits as its contract goal exceeds the project goal, the bidder/offeror shall be held to the higher goal.

**VI. COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL**

- A. Count the entire amount of the portion of a contract (or other contract not covered by paragraph B below) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work on the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
- B. Count the entire amount of fees or commissions charged by an DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the Department determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- C. When an DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself an DBE. Work that an DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- D. When an DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- E. Count expenditures to an DBE contractor toward DBE goals only if the DBE is performing a CUF on that contract.
- F. The following is a list of appropriate DBE credit to be allowed for work to be performed by an DBE subcontractor. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
  1. If the materials or supplies are obtained from an DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals;
  2. For purposes of determining DBE goal credit, a manufacturer is a firm that operates or maintains a factory or establishment that produces (on the premises) the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;

3. If the materials or supplies are purchased from an DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals;
4. For purposes of determining DBE goal credit, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business;
5. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
6. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in the DBE Regulations, if the person both owns and operates distribution equipment for the products. Any supplementing of a regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers;
8. With respect to materials or supplies purchased from an DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals; however,
9. If a firm is not currently certified as an DBE in accordance with standards of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i);
10. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward the Department's overall goal; and
11. Do not count the participation of an DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

G. The following factors are used in counting DBE participation for trucking companies:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular

contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;

2. The DBE must itself own and operate at least one (1) fully licensed, insured, and operational truck used on the contract;
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as an DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
5. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department operating administration.  
EXAMPLE: DBE firm X uses two (2) of its own trucks on a contract, leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four (4) of the six (6) trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight (8) trucks. With respect to the other two (2) trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z;
6. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.  
EXAMPLE: DBE Firm X uses two (2) of its own trucks on a contract. It leases two (2) additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four (4) trucks; and
7. For purposes of determining whether a trucking firm performs a CUF, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.



- H. The bidder/offeror may be a joint venture or partnership that has a certified DBE as a partner. A “Joint Venture” means an association between an DBE firm and one (1) or more other firms to carry out a single, for-profit, business enterprise for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract, and whose share in the capital contribution, control, management, risks and profits are commensurate with its ownership interest.
- I. Effects of a Summary Suspension of an DBE. When an DBE’s certification is suspended, the DBE may not be considered to meet a contract goal on a new contract and any work it does on a contract received during the suspension shall not be counted towards the overall goal. The DBE may continue to perform work under an existing contract executed before the DBE received a Notice of Suspension and may be counted towards the contract goal during the period of suspension as long as the DBE is performing a CUF under the existing contract.
- J. Effects of Decertification of an DBE. Should an DBE become decertified during the term of the subcontract for reasons beyond the control of and with no fault or negligence on the part of the contractor, the work remaining under the subcontract may be credited towards the contract goal, but are not included in the overall accomplishments.

Should the DBE be decertified after contract award and before notice to proceed, the contractor must still meet the DBE goal by either: a) withdrawing the subcontract from the DBE and expending good faith efforts to replace it with an DBE that is currently certified for that same work; or b) continuing with the subcontract with the decertified firm and expending good faith efforts to find other work not already subcontracted out to DBEs in an amount to meet the DBE goal either by; 1) increasing the participation of other DBEs on the project; 2) documenting good faith efforts; or 3) by a combination of the above.

**VII. USE OF JOINT CHECKS UNDER THE DBE PROGRAM**

- A. The following guidelines apply to the use of joint checks:
  - 1. The second party (typically the prime contractor) acts solely as a guarantor;
  - 2. The DBE must release the check to the supplier;
  - 3. The use of joint checks is a commonly recognized business practice;
  - 4. The Department must approve the use of joint checks prior to use by contractors and/or DBEs. As part of this approval process the Department will analyze industry practice to confirm that the use of joint checks is commonly employed outside of the DBE program for non-DBE subcontractors on both federal and state funded contracts. Using joint checks shall not be approved if it conflicts with other aspects of the DBE Regulations regarding CUF; and
  - 5. The Department will monitor the use of joint checks closely to avoid abuse.

- B. Contractors and DBEs should review the following general guidelines when determining whether to use joint checks closely to avoid abuse:
1. That standard industry practice applies to all contractors (federal and state contracts);
  2. Use of joint checks must be available to all subcontractors;
  3. Material industry sets the standard industry practice, not prime contractors;
  4. Short term, not to exceed reasonable time (i.e., one (1) year, two (2) years) to establish/increase a credit line with the material supplier;
  5. No exclusive arrangement between one (1) prime and one (1) DBE in the use of joint checks that might bring the independence of the DBE into question;
  6. Non-proportionate ratio of DBE's normal capacity to size of contract and quantity of material to be provided under the contract;
  7. The DBE is normally responsible to install and furnish the work item; and
  8. The DBE must be more than an extra participant in releasing the check to the material supplier.
- C. The Department shall allow the use of joint checks if the following general conditions are met:
1. DBE submits request to the Department for action;
  2. There is a formalized agreement between all parties that specify the conditions under which the arrangement shall be permitted;
  3. There is a full and prompt disclosure of the expected use of joint checks;
  4. The Department will provide prior approval;
  5. DBE remains responsible for all other elements of 49 CFR 26.55(c)(1);
  6. The agreement states clearly and determines that independence is not threatened because the DBE retains final decision making responsibility;
  7. The Department will determine that the request is not an attempt to artificially inflate DBE participation;
  8. Standard industry practice is only one (1) factor;
  9. The Department will monitor and maintain oversight of the arrangement by reviewing cancelled checks and/or certification statement of payment; and
  10. The Department will verify there is no requirement by prime contractor that the DBE is to use a specific supplier nor the prime contractor's negotiated unit price.

## **VIII. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD**

- A. When a project goal is not met, the Department shall conduct the initial review of GFE submitted by the bidder/offeror and shall determine whether the bidder/offeror has performed the quality, quantity, and intensity of efforts that demonstrate a reasonably active and aggressive attempt to meet the contract goal in accordance with 49 CFR Part 26, Appendix A.

- B. The bidder/offeror bears the responsibility of demonstrating that it met the contract goal, or if the contract goal was not met, by documenting the GFE it made in an attempt to meet the goal. It is the sole responsibility of the bidder/offeror to submit any and all documents, logs, correspondence, and any other records or information to the Department that will demonstrate that the bidder/offeror made good faith efforts to meet the DBE goal.
- C. In its good faith evaluation, the Department shall perform the following as part of its evaluation: a) compare the bidder's/offeror's bid against the bids/offers of other bidders/offerors, and compare the DBEs and DBE work areas utilized by the bidder/offeror with the DBEs listed in other bids/offers submitted for this contract (If other bidders obtained DBEs in a particular work area in which the low bidder did not, the Department shall take this into consideration in its evaluation); b) verify contacts by bidders/offerors with DBEs; and c) compare the DBE and the categories of DBE work targeted by the bidder/offeror for participation in the contract, with the total pool of available DBEs ready, willing and able to perform work on each particular subcontract targeted by the bidder/offeror.
- D. Actions on the part of the bidder/offeror that will be considered demonstrative of good faith efforts include, but are not limited to, the following:
1. Whether the bidder/offeror submitted the required information (i.e., DBE name, address, NAICS code, description of work, project name, and number), and dollar amounts for all subcontractors, within five (5) days of bid opening;
  2. Whether the bidder/offeror solicited through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract. The Department will also consider whether the bidder/offeror solicited the participation of potential DBEs as early in the procurement process as practicable, and allowed sufficient time for the DBEs to properly inquire about the project and respond to the solicitation. The Department will also review whether the bidder/offeror took appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project;
  3. Whether the bidder/offeror identified and broke up portions of work that can be performed by DBEs in order to increase the likelihood that an DBE will be able to participate, and that the DBE goal could be achieved (e.g., breaking out contract items into economically feasible units to facilitate DBE participation even when the bidder/offeror might otherwise prefer to self-perform these work items with its own forces);
  4. Whether the bidder/offeror made available or provided interested DBEs with adequate information about the plans, specifications, and requirements of the project in a timely manner, and assisted them in responding to the bidder's/offeror's solicitation;

5. Whether the bidder/offeror negotiated in good faith with interested DBEs. Evidence of such negotiations includes documenting: a) the names, addresses and telephone numbers of DBEs that were contacted; b) a description of the information that was provided to DBEs regarding the plans and specifications; and c) detailed explanation for not utilizing individual DBEs on the project;
6. Whether the bidder/offeror solely relied on price in determining whether to use an DBE. The fact that there may be additional or higher costs associated with finding and utilizing DBEs are not, by itself, sufficient reasons for a bidder's/offeror's refusal to utilize an DBE, or the failure to meet the DBE goal, provided that such additional costs are not unreasonable. Also, the ability or desire of a bidder/offeror to perform a portion of the work with its own forces, that could have been undertaken by an available DBE, does not relieve the bidder/offeror of the responsibility to make good faith efforts to meet the DBE goal, and to make available and solicit DBE participation in other areas of the project to meet the DBE goal;
7. Whether the bidder/offeror rejected DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBEs standing within the industry, membership in specific groups, organizations or associations, and political or social affiliation are not legitimate basis for the rejection or non-solicitation of bids from particular DBEs;
8. Whether the bidder/offeror made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance;
9. Whether the bidder/offeror made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services;
10. Whether the bidder/offeror effectively used the services of available minority/women community organizations, minority/women business groups, contractors' groups, and local, state and federal minority/women business assistance offices or other organizations to provide assistance in recruitment and placement of DBEs;
11. Whether the bidder/offeror, who selects a non-DBE over an DBE subcontractor, has quotes of each DBE and non-DBE subcontractor submitted to the bidder for work on the contract; and for each DBE that was contacted but not utilized by the bidder/offeror for a contract, the bidder/offeror has a detailed written explanation for each DBE detailing the reasons for the bidder's/offeror's failure or inability to utilize, or to allow the DBE to participate in the contract; and
12. Whether other bidders/offerors met the goal and whether the apparent successful bidder/offeror could have met the goal with additional efforts. The Department may determine that an apparent successful bidder/offeror who fell short of meeting the goal, made good faith efforts when it met or exceeded the average DBE participation obtained by other bidders/offerors.

**IX. ADMINISTRATIVE RECONSIDERATION.**

If it is determined by the Department that the apparent successful bidder/offeror has failed to meet the provisions of 49 CFR Section 26.53(a), the bidder/offeror may submit a request for administrative reconsideration. If under the provisions of 49 CFR, Section 26.53(d), it is determined by the Department that the apparent successful bidder/offeror has failed to meet the provisions of this subsection, the bidder/offeror may submit a written request for administrative reconsideration.

- A. Within five (5) working days of being informed in writing by the Department that the bidder/offeror has not documented sufficient GFE, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the following official:

Director of Transportation  
Hawaii Department of Transportation  
869 Punchbowl Street, Room 509  
Honolulu, Hawaii 96813

- B. The reconsideration official, or his or her designee (referred to as “reconsideration official”), shall not have played any role in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.
- C. As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate GFE to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate GFE to do so.
- D. In an administrative reconsideration, the reconsideration official will review all previously submitted documents, oral and written arguments, and other evidence presented in the reconsideration, in making the decision.
- E. The Department shall inform the bidder/offeror of the decision within thirty (30) days of the proceeding. The decision will state the Department’s findings, and explain the basis of those findings, with respect to whether or not the bidder/offeror met the contract goal, or whether or not the bidder/offeror made adequate GFE to achieve the contract goal.
- F. The reconsideration decision is not administratively appealable to USDOT but is appealable under HRS 103D-709.

**X. AWARD OF CONTRACT**

- A. In a sealed bid procurement, the Department reserves the right to reject any or all bids. The award of contract, if it is awarded, will be to the lowest responsive and responsible bidder who meets or exceeds the DBE project goal, or who makes

good faith efforts to meet or exceed the DBE project goal, as determined by the Department.

- B. If the lowest responsible bidder does not meet the DBE project goal and does not demonstrate to the satisfaction of the Department that it made good faith efforts to meet the DBE project goal, such bid shall be rejected as non-responsive. The Department will then consider the next lowest responsive and responsible bidder for award in accordance with paragraph A above.

## **XI. REPLACEMENT OF AN DBE ON A PROJECT WITH A CONTRACT GOAL**

Under this contract, the prime contractor shall utilize the specific DBE listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department to replace an DBE. If the Department's consent is not provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The Department reserves the right to request copies of all DBE subcontracts.

The Department will require a contractor to make good faith efforts to replace an DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. A prime contractor's inability to find a replacement DBE at the original price is not sufficient to demonstrate that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

The Department will require the prime contractor to promptly provide written notice to the project manager of the DBE's inability or unwillingness to perform and provide reasonable documentation.

The written notice by the contractor must include the following:

1. The date the contractor determined the certified DBE to be unwilling, unable or ineligible to perform work on the contract;
2. The projected date that the contractor shall require a substitution or replacement DBE to commence work if consent is granted by the Department;
3. Documentation of facts that describe and cite specific actions or inactions on the part of the affected DBE that led to the contractor's conclusion that the DBE is unwilling, unable, or ineligible to perform work on the contract;
4. A brief statement of the affected DBE's capacity and ability or inability to perform the work as determined by the contractor;
5. Documentation of contractor's good faith efforts to enable affected DBE to perform the work;
6. The current percentage of work completed on each bid item by the affected DBE;

7. The total dollar amount currently paid per bid item for work performed by the affected DBE;
8. The total dollar amount per bid item remaining to be paid to the DBE for work completed but for which the DBE has not received payment, and with which the contractor has no dispute; and
9. The total dollar amount per bid item remaining to be paid to the DBE for work completed, for which the DBE has not received payment, and with which the contractor and DBE have a dispute.

The prime contractor shall send a copy of the written notice to replace a certified DBE on a contract to the affected DBE. The affected DBE may submit a written response within five (5) calendar days to the Department to explain its position on its performance on the committed work. The Department shall consider both the prime contractor's request and DBE's stated position before approving the termination or substitution request, or determining if any action shall be taken against the contractor.

There shall be no substitution or termination of an DBE subcontractor at any time without the prior written consent of the Department. The Department will provide written consent only if the contractor has good cause, as determined by the Department, to terminate the DBE. Good cause may include, but is not limited to the following circumstances:

1. The DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law;
6. The Department has determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to the Department written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required; and
9. An DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

Upon approval from the Department to replace an DBE, the contractor's good faith efforts shall be documented and submitted to the Department within seven (7) calendar days. This time period may be extended for another seven (7) calendar days upon request by the prime contractor.

If an DBE subcontractor is unable to perform work under the contract, and is to be

replaced, the contractor's failure to obtain a substitute certified DBE or to make good faith efforts to obtain such a substitute DBE subcontractor to perform said work, may constitute a breach of this contract for which the Department may terminate the contract or pursue such remedy as deemed appropriate by the Department.

## **XII. CONTRACT COMPLIANCE**

This contract is subject to contract compliance tracking, and the prime contractor and all subcontractors are required to report payments electronically in the HDOT online Certification and Contract Compliance Management System (hereafter referred to as "online tracking system"). The prime contractor shall report the date payment was made by the Department and shall report payment to all subcontractors for the audit period. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the online tracking system on a regular basis to manage contact information and contract records.

The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. HDOT may require additional information related to the contract to be provided electronically through the online tracking system at any time before, during, or after contract award. Information related to contractor access of the online tracking system will be provided to designated point of contact with each contractor upon award of the contract. The online tracking system is web-based and can be accessed at the following Internet address: <https://hdot.dbesystem.com/>.

## **XIII. PAYMENT**

- A. The Department will make an estimate in writing each month based on the items of work performed and materials incorporated in the work and the value therefore at the unit prices or lump sum prices set forth in the contract. All progress estimates and payments will be approximate only and shall be subject to correction at any time prior to or in the final estimate and payment. The Department will not withhold any amount from any payment to the contractor, including retainage.
- B. The contractor shall pay all subcontractors within ten (10) calendar days after receipt of any progress payments from the Department. This clause applies to both DBE and non-DBE subcontractors, and all tiers of subcontracts.
- C. The contractor will verify that payment or retainage has been released to the subcontractors or its suppliers within the specified time through entries in the Department's online tracking system during the corresponding monthly audits. Prompt payment will be monitored and enforced through the contractor's reporting of payments to its subcontractors and suppliers in the online tracking system.



Subcontractors, including lower tier subcontractors and/or suppliers will confirm the timeliness and the payment amounts received utilizing the online tracking system. Discrepancies will be investigated by the DBE Program Office and the project engineer. Payments to the subcontractors, including lower tier subcontractors, and including retainage released after the subcontractor or lower tier subcontractor's work has been completed to the Department's satisfaction, will be reported by the Contractor or the subcontractor.

- D. When any subcontractor has satisfactorily completed its work as specified in the subcontract, and there are no bona fide disputes, the contractor shall make prompt and full payment to the subcontractor of all monies due, including retainage, within ten (10) calendar days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented, as required by the Department. The contractor must obtain the prior written approval from the Department before it can continue to withhold retainage from any subcontractor who has completed its portion of the work. This clause applies to both DBE and non-DBE subcontractors, and all tiers of subcontracts.

#### **XIV. RECORDS**

The contractor shall maintain and keep all records necessary for the Department to determine compliance with the contractor's DBE obligations. The records shall be available at reasonable times and places for inspection by the Department and appropriate Federal agencies. The records to be kept by the contractor shall include:

1. The names, race/ethnicity, gender, address, phone number, and contact person of all DBE and non-DBE consultants, subcontractors, manufacturers, suppliers, truckers and vendors identified as DBEs;
2. The nature of work of each DBE and non-DBE consultant, subcontractor, manufacturer, supplier, trucker and vendor;
3. The dollar amount contracted with each DBE and non-DBE consultant, subcontractor, manufacturer, supplier, trucker and vendor; and
4. Cumulative dollar amount of all change orders to the subcontract.

#### **XV. FAILURE TO COMPLY WITH DBE REQUIREMENTS**

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. All contractors, subcontractors, manufacturers and suppliers are hereby advised that failure to carry out all DBE requirements specified herein shall constitute a material breach of contract that may result in termination of the contract or such other remedy as deemed appropriate by the Department including but not limited to: 1) withholding monthly progress payments; 2) assessing sanctions; 3) liquidated damages; and/or 4) disqualifying the contractor from future bidding as non-responsible.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).



### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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

**SPECIAL PROVISIONS**

These Special Provisions shall supplement and/or amend the applicable provisions of the Hawaii Standard Specifications for Road and Bridge Construction, 2005, hereinafter referred to as the "Standard Specifications".

1 Amend **Section 101 - TERMS, ABBREVIATIONS, AND DEFINITIONS** to read as  
 2 follows:

3  
 4 **“DIVISION 100 - GENERAL PROVISIONS**

5  
 6  
 7 **SECTION 101 - TERMS, ABBREVIATIONS, AND DEFINITIONS**

8  
 9 **101.01 Meaning of Terms.** The specifications are generally written in the  
 10 imperative mood. In sentences using the imperative mood, the subject, “the  
 11 Contractor shall”, is implied. In the material specifications, the subject may also  
 12 be the supplier, fabricator, or manufacturer supplying material, products, or  
 13 equipment for use on the project. The word “will” generally pertains to decisions  
 14 or actions of the State. “Must” and “shall” when used in a directive to or describing  
 15 the use of an action needed to be done by the Contractor are considered a  
 16 mandatory contractual duty of the Contractor.

17  
 18 When a publication is specified, it refers to the most recent date of issue,  
 19 including interim publications, before the bid opening date for the project, unless a  
 20 specific date or year of issue is provided.

21  
 22 **101.02 Abbreviations.** Meanings of abbreviations used in the specifications,  
 23 on the plans, or in other contract documents are as follows:

24		
25	AAN	American Association of Nurserymen
26		
27	AASHTO	American Association of State Highway and Transportation Officials
28		
29		
30	ACI	American Concrete Institute
31		
32	ADA	Americans with Disabilities Act
33		
34	ADAAG	Americans with Disabilities Act Accessibility Guidelines
35		
36	AGC	Associated General Contractors of America
37		
38	AIA	American Institute of Architects
39		
40	AISC	American Institute of Steel Construction
41		
42	AISI	American Iron and Steel Institute
43		
44	ANSI	American National Standards Institute
45		



46	APA	American Plywood Association
47		
48	ARA	American Railway Association
49		
50	AREA	American Railway Engineering Association
51		
52	ASA	American Standards Association
53		
54	ASCE	American Society of Civil Engineers
55		
56	ASLA	American Society of Landscape Architects
57		
58	ASTM	American Society for Testing and Materials
59		
60	AWG	American Wire Gauge
61		
62	AWPA	American Wood Preserver's Association
63		
64	AWS	American Welding Society
65		
66	AWWA	American Water Works Association
67		
68	BMP	Best Management Practice
69		
70	CCO	Contract Change Order
71		
72	CFR	Code of Federal Regulations
73		
74	CRSI	Concrete Reinforcing Steel Institute
75		
76	DCAB	Disability and Communication Access Board, Department of Health, State of Hawaii
77		
78		
79	DOTAX	Department of Taxation, State of Hawaii
80		
81	EPA	U.S. Environmental Protection Agency
82		
83	FHWA	Federal Highway Administration, U.S. Department of Transportation
84		
85		
86	FSS	Federal Specifications and Standards, General Services Administration, U.S. Department of Defense
87		
88		
89	HAR	Hawaii Administrative Rules
90		

91	HDOT	Department of Transportation, State of Hawaii
92		
93	HIOSH	Occupational Safety and Health, Department of Labor and
94		Industrial Relations, State of Hawaii
95		
96	HMA	Hot Mix Asphalt
97		
98	HRS	Hawaii Revised Statutes
99		
100	ICEA	Insulated Cable Engineers Association (formerly IPCEA)
101		
102	IMSA	International Municipal Signal Association
103		
104	IRS	Internal Revenue Service
105		
106	ITE	Institute of Transportation Engineers
107		
108	MASH	AASHTO's Manual for Assessing Safety Hardware
109		
110	MTRB	HDOT's Material and Testing Branch
111		
112	MUTCD	Manual on Uniform Traffic Control Devices for Streets and
113		Highways, FHWA, U.S. Department of Transportation
114		
115	NCHRP	National Cooperative Highway Research Program
116		
117	NEC	National Electric Code
118		
119	NEMA	National Electrical Manufacturers Association
120		
121	NFPA	National Forest Products Association
122		
123	NPDES	National Pollutant Discharge Elimination System
124		
125	OSHA	Occupational Safety and Health Administration/Act,
126		U.S. Department of Labor
127		
128	SAE	Society of Automotive Engineers
129		
130	SI	International Systems of Units
131		
132	UFAS	Uniform Federal Accessibility Standards
133		
134	UL	Underwriter's Laboratory
135		
136	USGS	U.S. Geological Survey
137		

138 VECP Value Engineering Cost Proposal

139

140 **101.03 Definitions.** Whenever the following words, terms, or pronouns are  
141 used in the contract documents, unless otherwise prescribed therein and without  
142 regards to the use or omission of uppercase letters, the intent and meaning shall  
143 be interpreted as follows:

144

145 **Addendum (plural - Addenda)** - A written or graphic document, including  
146 drawings and specifications, issued by the Director during the bidding period. This  
147 document modifies or interprets the bidding documents by additions, deletions,  
148 clarifications or corrections.

149

150 **Addition** (to the contract sum) - Amount added to the contract sum by change  
151 order.

152

153 **Advertisement** - A public announcement inviting bids for work to be performed or  
154 materials to be furnished.

155

156 **Amendment** - A written document issued to amend the existing contract between  
157 the State and Contractor and properly executed by the Contractor and Director.

158

159 **Award** - Written notification to the bidder that the bidder has been awarded a  
160 contract.

161

162 **Bad Weather Day (or Unworkable Day)** - A day when weather or other conditions  
163 prevent a minimum of four hours of work with the Contractor's normal work force  
164 on critical path activities at the site.

165

166 **Bag** - 94 pounds of cement.

167

168 **Barrel** - 376 pounds of cement.

169

170 **Base Course** - The layer or layers of specified material or selected material of a  
171 designed thickness placed on a subbase or subgrade to support a surface course.

172

173 **Basement Material** - The material in excavation or embankments underlying the  
174 lowest layer of subbase, base, pavement, surfacing or other specified layer.

175

176 **Bid** - See Proposal.

177

178 **Bidder** - An individual, partnership, corporation, joint venture or other legal entity  
179 submitting, directly or through a duly authorized representative or agent, a  
180 proposal for the work or construction contemplated.

181

182 **Bidding Documents (or Solicitation Documents)** - The published solicitation  
183 notice, bid requirements, bid forms and the proposed contract documents including  
184 all addenda and clarifications issued prior to receipt of the bid.

185

186 **Bid Security** - The security furnished by the bidder from which the State may  
187 recover its damages in the event the bidder breaches its promise to enter into a  
188 contract with the State, or fails to execute the required bonds covering the work  
189 contemplated, if its proposal is accepted.

190

191 **Blue Book** - EquipmentWatch Cost Recovery (formerly known as  
192 EquipmentWatch Rental Rate Blue Book), available from EquipmentWatch, a  
193 division of Penton, Inc.

194

195 **Calendar Day** - See Day.

196

197 **Change Order (or Contract Change Order)** - A written order signed by the  
198 Engineer issued with or without the consent of the Contractor directing changes in  
199 the work, contract time or contract price. The purposes of a change order include,  
200 but are not limited to (1) establishing a price or time adjustment for changes in the  
201 work; (2) establishing full payment for direct, indirect, and consequential costs,  
202 including costs of delay; (3) establishing price adjustment or time adjustment for  
203 work covered and affected by one or more field orders; or (4) settling Contractor's  
204 claims for direct, indirect, and consequential costs, or for additional contract time,  
205 in whole or in part.

206

207 **Completion** - See Substantial Completion and Final Completion.

208

209 **Completion Date** - The date specified by the contract for the completion of all  
210 work on the project or of a designated portion of the project.

211

212 **Comptroller** - the Comptroller of the State of Hawaii, Department of Accounting  
213 and General Services.

214

215 **Contract** - The written agreement between the Contractor and the State, by which  
216 the Contractor shall provide all labor, equipment, and materials and perform the  
217 specified work within the contract time stipulated, and by which the State of Hawaii  
218 is obligated to compensate the Contractor at the prices set forth in the contract  
219 documents.

220

221 **Contract Certification Date** - The Date on which the Deputy Comptroller for the  
222 State of Hawaii (or authorized representative) signs the Contract Certification.

223

224 **Contract Completion Date** - The calendar day on which all work on the project,  
225 required by the contract, must be completed. See CONTRACT TIME.

226

227 **Contract Documents** - The contract, solicitation, addenda, notice to bidders,  
228 Contractor's bid proposal (including wage schedule, list of subcontractors and  
229 other documentations accompanying the bid), notice to proceed, bonds, standard  
230 specifications, special provisions, specifications, drawings, all modifications, all  
231 written amendments, change orders, field orders, orders for minor changes in the  
232 work, the Engineer's written interpretations and clarifications issued on or after the  
233 effective date of the contract.

234

235 **Contract Item (Pay Item)** - A specific unit of work for which there is a price in the  
236 contract.

237

238 **Contract Modification (Modification)** - A change order that is mutually agreed to  
239 and signed by the parties to the contract.

240

241 **Contract Price** - The amount designated on the face of the contract for the  
242 performance of work.

243

244 **Contract Time (or Contract Duration)** - The number of calendar or working days  
245 provided for completion of the contract, inclusive of authorized time extensions.  
246 Contract time shall commence on the Start Work Date and end on the Substantial  
247 Completion Date. If in lieu of providing a number of calendar or working days, the  
248 contract requires completion by a certain date, the work shall be completed by that  
249 date.

250

251 **Contracting Officer** - See Engineer.

252

253 **Contractor** - Any individual, partnership, firm, corporation, joint venture, or other  
254 legal entity undertaking the execution of the work under the terms of the contract  
255 with the State.

256

257 **Critical Path** - Longest logical sequence of activities that must be completed on  
258 schedule for the entire project to be completed on schedule.

259

260 **Day** - Any day shown on the calendar, beginning at midnight and proceeding up  
261 to, but not including, midnight the following day. If no designation of calendar or  
262 working day is made, "day" shall mean calendar day.

263

264 **Department** - The Department of Transportation of the State of Hawaii  
265 (abbreviated HDOT).

266

267 **Director** - The Director of the HDOT acting directly or through duly authorized  
268 representatives.

269

270 **Plans (or Drawings)** - The contract drawings in graphic or pictorial form including  
271 the notes, tables and other notations thereon indicating the design, location,  
272 character, dimensions, and details of the work.

273

274 **Engineer** - The Highway Administrator, Highways Division, HDOT, or the  
275 authorized person delegated to act on the Administrator's behalf.

276

277 **Equipment** - All machinery, tools, and apparatus needed to complete the contract.

278

279 **Field Order** - A written order issued by the Engineer or the Engineer's authorized  
280 representative to the Contractor requiring a change or changes to the contract  
281 work. A field order may (1) establish a price adjustment or time adjustment; or (2)  
282 may declare that no adjustment will be made to contract price or contract time; or  
283 (3) may request the Contractor to submit a proposal for an adjustment to the  
284 contract price or contract time.

285

286 **Final Acceptance** - The Status of the project when the Engineer finds that the  
287 Contractor has satisfactorily completed all contract work in compliance with the  
288 contract including all plant establishment requirements, and all the materials have  
289 been accepted by the State.

290

291 **Final Completion** - The date set by the Director that all work required by the  
292 contract has been completed in full compliance with the contract documents.

293

294 **Final Inspection** - Inspection where all contract items (with the exception of  
295 Planting Period and Plant Establishment Period) are accepted by the Engineer.  
296 Substantial Completion will be issued by the Engineer based on the satisfactory  
297 results of the Final Inspection.

298

299 **Float** - The amount of time between when an activity can start and when an activity  
300 must start, i.e., the time available to complete non-critical activities required for the  
301 performance of the work without affecting the critical path.

302

303 **Guarantee** - Legally enforceable assurance of the duration of satisfactory  
304 performance of quality of a product or work.

305

306 **Hawaii Administrative Rules** - Rules adopted by the State in accordance with  
307 Chapter 91 of the Hawaii Revised Statutes, as amended.

308

309 **Highway (Street, Road, or Roadway)** - A public way within a right-of-way  
310 designed, intended, and set aside for use by vehicles, bicyclists, or pedestrians.

311

312 **Highways Division** - The Highways Division of the Hawaii Department of  
313 Transportation constituted under the laws of Hawaii for the administration of  
314 highway work.

315

316 **Holidays** - The days of each year which are set apart and established as State  
317 holidays pursuant to Chapter 8 of the Hawaii Revised Statutes, as amended.

318

319 **Informational Submittal** – A submittal, e.g., additional-advance-direct submittal  
320 by e-mail by the contractor to the Material Testing and Research Branch, of such  
321 things as but not limited to: a final copy of fully executed contract change order  
322 with attachments, contractor QC test results or schedules, or other documents that  
323 are designated as an Informational Submittal. It is a process to inform the receiver  
324 of a task that has been performed or will soon be performed. Submitted for  
325 workload scheduling purposes; it does not require a response or action from the  
326 designated receiver, and in general, is not used for payment purposes unless the  
327 Engineer or MTRB designated it as such. Nor does it count as one of the other  
328 required submittals in number.

329

330 **Inspector** - The Engineer's authorized representative assigned to make detailed  
331 inspections of contract performance, prescribed work, and materials supplied.

332

333 **Laboratory** - The testing laboratory of the Highways Division or other testing  
334 laboratories that may be designated by the Engineer.

335

336 **Laws** - All Federal, State, and local laws, executive orders and regulations having  
337 the force of law.

338

339 **Leveling Course** - An aggregate mixture course of variable thickness used to  
340 restore horizontal and vertical uniformity to existing pavements or shoulders.

341

342 **Liquidated Damages** - The amount prescribed in Subsection 108.08 - Liquidated  
343 Damages for Failure to Complete the Work or Portions of the Work on Time, to be  
344 paid to the State or to be deducted from any payments payable to or, which may  
345 become payable to the Contractor.

346

347 **Lump Sum (LS)** - When used as a payment method means complete payment  
348 for the item of work described in the contract documents.

349

350 **Material** - Any natural or manmade substance or item specified in the contract to  
351 be incorporated in the work.

352

353 **Notice to Bidders** - The advertisement for proposals for all work or materials on  
354 which bids are required. Such advertisement will indicate the location of the work  
355 to be done or the character of the material to be furnished and the time and place  
356 for the opening of proposals.

357

358 **Notice to Proceed** - Written notice from the Engineer to the Contractor identifying  
359 the date on which the Contractor is to begin procuring materials and required  
360 permits and adjusting work forces, equipment, schedules, etc. prior to beginning  
361 physical work.

362

363 **Pavement** - The uppermost layer of material placed on the traveled way or  
364 shoulders or both. Pavement and surfacing may be interchangeable.

365

366 **Pavement Structure** - The combination of subbase, base, pavement, surfacing or  
367 other specified layer of a roadway constructed on a subgrade to support the traffic  
368 load.

369  
370 **Payment Bond** - The security executed by the Contractor and surety or sureties  
371 furnished to the Department to guarantee payment by the Contractor to laborers,  
372 material suppliers and subcontractors in accordance with the terms of the contract.

373  
374 **Physical Work** - Physical construction activities on the project site or at  
375 appurtenant facilities including staging areas. It includes; (i) building or installing  
376 any structures or facilities including, but not limited to sign erection; BMP  
377 installation; field office site grading and building; (ii) removal, adjustment, or  
378 demolition of physical obstructions on site; (iii) any ground breaking activities; and  
379 (iv) any utility work. It does not include pre-construction environmental testing  
380 (such as water quality baseline measurements) that may be required as part of  
381 contract.

382  
383 **Pre-Final Inspection** - Inspection scheduled when Contractor notifies Engineer  
384 that all physical work on the project, with the exception of planting period and plant  
385 establishment period, has been completed. Notice from Contractor of substantial  
386 completion will suspend contract time until Contractor receives punchlist from  
387 Engineer.

388  
389 **Profile Grade** - The elevation or gradient of a vertical plane intersecting the top  
390 surface of the proposed pavement.

391  
392 **Project Acceptance Date** - The calendar day on which the Engineer accepts the  
393 project as completed. See Final Completion.

394  
395 **Proposal (Bid)** - The executed document submitted by a Bidder in response to a  
396 solicitation request, to perform the work required by the proposed contract  
397 documents, for the price quoted and within the time allotted.

398  
399 **Public Traffic** - Vehicular or pedestrian movement on a public way.

400  
401 **Punchlist** - A list compiled by the Engineer specifying work yet to be completed or  
402 corrected by the Contractor in order to substantially complete the contract.

403  
404 **Questionnaire** - The specified forms on which the bidder shall furnish required  
405 information as to its ability to perform and finance the work.

406  
407 **Request for Change Proposal** - A written notice from the Engineer to the  
408 Contractor requesting that the Contractor provide a price and/or time proposal for  
409 contemplated changes preparatory to the issuance of a field order or change order.

410



411 **Right-of-Way** - Land, property, or property interests acquired by a government  
412 agency for, or devoted to transportation purposes.

413  
414 **Roadbed** - The graded portion of a highway within top and side slopes, prepared  
415 as a foundation for the pavement structure and shoulders.

416  
417 **Roadside** - The area between the outside edges of the shoulders and the right-of-  
418 way boundaries. Unpaved median areas between inside shoulders of divided  
419 highways and infield areas of interchanges are included.

420 **Section and Subsection** - Section or subsection shall be understood to refer to  
421 these specifications unless otherwise specified.

422  
423 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data  
424 or information which are specifically prepared or assembled by or for the  
425 Contractor and submitted by the Contractor to illustrate some portion of the work.

426  
427 **Shoulder** - The portion of the roadway next to the traveled way for:  
428 accommodation of stopped vehicles, placement of underground facilities,  
429 emergency use, and lateral support of base and surface courses.

430  
431 **Sidewalk** - That portion of the roadway primarily constructed for use by  
432 pedestrians.

433  
434 **Solicitation** - An invitation to bid or request for proposals or any other document  
435 issued by the Department to solicit bids or offers to perform a contract. The  
436 solicitation may indicate the time and place to receive the bids or offers and the  
437 location, nature and character of the work, construction or materials to be provided.

438  
439 **Specifications** - Compilation of provisions and requirements to perform  
440 prescribed work.

441  
442 **(A) Standard Specifications.** Specifications by the State intended for  
443 general application and repetitive use, i.e., State of Hawaii Standard  
444 Specifications for Road and Bridge Construction.

445  
446 **(B) Special Provisions.** Revisions and additions to the standard  
447 specifications applicable to an individual project.

448  
449 **Standard Plans** - Drawings provided by the State for specific items of work  
450 approved for repetitive use.

451  
452 **State** - The State of Hawaii, its Departments and agencies, acting through its  
453 authorized representative(s).

454  
455 **State Waters** - All waters, fresh, brackish, or salt, around and within the State,  
456 including, but not limited to, coastal waters, streams, rivers, drainage ditches,  
457 ponds, reservoirs, canals, ground waters, and lakes; provided that drainage

458 ditches, ponds, and reservoirs required as a part of a water pollution control system  
459 are excluded.

460

461 **Start Work Date** - Date on which Contractor begins physical work on the contract.  
462 This date shall also be the beginning of Contract Time.

463

464 **Structures** - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing,  
465 manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation  
466 drains, and other such features that may be encountered in the work.

467

468 **Subbase** - A layer of specified material of specified thickness between the  
469 subgrade and a base.

470

471 **Subcontract** - Any written agreement between the Contractor and its  
472 subcontractors which contains the conditions under which the subcontractor is to  
473 perform a portion of the work for the Contractor.

474

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

479

480 **Subgrade** - The top surface of completed earthwork on which subbase, base,  
481 surfacing, pavement, or a course of other material is to be placed.

482

483 **Substantial Completion** - The Status of the project when the Contractor has  
484 completed the work, except for the planting period and plant establishment period,  
485 and each of the following requirements are met:

486

487 (1) All traffic lanes (including shoulders, ramps, sidewalks and bike  
488 paths) are in their final configuration as designed and the final  
489 wearing surface has been installed;

490

491 (2) All operational and safety devices have been installed in accordance  
492 with the contract documents including guardrails, end treatments,  
493 traffic barriers, required signs and pavement markings, drainage,  
494 parapet, and bridge and pavement structures;

495

496 (3) All required illumination and lighting for normal and safe use and  
497 operation is installed and functional in accordance with the contract  
498 documents;

499

500 (4) All utilities and services are connected and working;

501

502 (5) The need for temporary traffic controls or lane closures at any time  
503 has ceased, except for lane closures required for routine  
504 maintenance;

505

506

- (6) The building, structure, improvement or facility can be used for its intended purpose.

507

508

509

**Substantial Completion Date** - The date the Substantial Completion is granted by the Engineer in Writing and Contract Time stops.

510

511

512

**Superintendent** - The employee of the Contractor who is responsible for all the work and is a Contractor's agent for communications to and from the State.

513

514

515

**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.

516

517

518

519

**Surfacing** - The uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with pavement.

520

521

522

**Traveled Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders.

523

524

525

**Unsuitable Material** - Materials that contain organic matter, muck, humus, peat, sticks, debris, chemicals, toxic matter, or other deleterious materials not suitable for use in earthwork.

526

527

528

529

**Utility** - A line, facility, or system for producing, transmitting, or distributing communications, power, electricity, heat, gas, oil, water, steam, waste, or storm water.

530

531

532

533

**Utility Owner** - The entity, whether private or owned by a State, Federal, or County governmental body, that has the power and responsibility to grant approval for, or undertake construction work involving a particular utility.

534

535

536

537

**Water Pollutant** - Dredged spoil, solid refuse, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil, sediment, cellar dirt and industrial, municipal, and agricultural waste.

538

539

540

541

542

**Water Pollution** - (1) Such contamination or other alteration of the physical, chemical, or biological properties of any state waters, including change in temperature, taste, color, turbidity, or odor of the waters, or (2) Such discharge of any liquid, gaseous, solid, radioactive, or other substances into any state waters, as will or is likely to create a nuisance or render such waters unreasonably harmful, detrimental, or injurious to public health, safety, or welfare, including harm, detriment, or injury to public water supplies, fish and aquatic life and wildlife, recreational purposes and agricultural and industrial research and scientific uses of such waters or as will or is likely to violate any water quality standards, effluent

543

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550

551 standards, treatment and pretreatment standards, or standards of performance for  
552 new sources adopted by the Department of Health.

553  
554 **Work** - The furnishing of all labor, material, equipment, and other incidentals  
555 necessary or convenient for the successful execution of all the duties and  
556 obligations imposed by the contract.

557  
558 **Working Day** - A calendar day in which a Contractor is capable of working four or  
559 more hours with its normal work force, exclusive of:

560  
561 (1) Saturdays, Sundays, and recognized legal State holidays and such  
562 other days specified by the contract documents as non-working days,

563  
564 (2) Day in which the Engineer suspends work for four or more hours  
565 through no fault of the Contractor.”

566  
567  
568  
569  
570

**END OF SECTION 101**

1 Make this section a part of the Standard Specifications:

2  
3 **“SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

4  
5  
6 **102.01 Prequalification of Bidders.** Prospective bidders shall be capable of  
7 performing the work for which they are bidding.

8  
9 In accordance with HRS Chapter 103D-310, the Department may require  
10 any prospective bidder to submit answers to questions contained in the 'Standard  
11 Qualification Questionnaire For Prospective Bidders On Public Works Contracts'  
12 furnished by the Department, properly executed and notarized, setting forth a  
13 complete statement of the experience of such prospective bidder and its  
14 organization in performing similar work and a statement of the equipment  
15 proposed to be used, together with adequate proof of the availability of such  
16 equipment. Whenever it appears to the Department, from answers to the  
17 questionnaire or otherwise, that the prospective bidder is not fully qualified and  
18 able to perform the intended work, the Department will, after affording the  
19 prospective bidder an opportunity to be heard and if still of the opinion that the  
20 bidder is not fully qualified to perform the work, refuse to receive or consider any  
21 bid offered by the prospective bidder. All information contained in the answers to  
22 the questionnaire shall be kept confidential. Questionnaire so submitted shall be  
23 returned to the bidders after serving their purpose.

24  
25 No person, firm or corporation may bid where (1) the person, firm, or  
26 corporation, or (2) a corporation owned substantially by the person, firm, or  
27 corporation, or (3) a substantial stockholder or an officer of the corporation, or (4)  
28 a partner or substantial investor in the firm is in arrears in payments owed to the  
29 State or its political subdivisions or is in default as a surety or failure to do  
30 faithfully and diligently previous contracts with the State.

31  
32 **102.02 Contents of Proposal Forms.** The Department will furnish  
33 prospective bidders with proposal forms posted in HlePRO stating:

- 34  
35 (1) The location,  
36  
37 (2) Description of the proposed work,  
38  
39 (3) The approximate quantities,  
40  
41 (4) Items of work to be done or materials to be furnished,  
42  
43 (5) A schedule of items, and  
44  
45 (6) The time in which the work shall be completed.  
46

47 Papers bound with or attached to the proposal form are part of the  
48 proposal. The bidder shall not detach or alter the papers bound with or attached  
49 to the proposal when the bidder submits its proposal through HlePRO.  
50

51 Also, the bidder shall consider other documents including the plans and  
52 specifications a part of the proposal form whether attached or not.  
53

54 **102.03 (Unassigned)**  
55

56 **102.04 Estimated Quantities.** The quantities shown in the contract are  
57 approximate and are for the comparison of bids only. The actual quantity of work  
58 may not correspond with the quantities shown in the contract. The Department  
59 will make payment to the Contractor for unit price items in accordance with the  
60 contract for only the following:  
61

62 (1) Actual quantities of work done and accepted, not the estimated  
63 quantities; or  
64

65 (2) Actual quantities of materials furnished, not the estimated  
66 quantities.  
67

68 The Department may increase, decrease, or omit each scheduled  
69 quantities of work to be done and materials to be furnished. When the  
70 Department increases or decreases the estimated quantity of a contract item by  
71 more than 15% the Department will make payment for such items in accordance  
72 with Subsection 104.06 - Methods of Price Adjustment.  
73

74 **102.05 Examination of Contract and Site of Work.** The bidder shall  
75 examine carefully the site of the proposed work and contract before submitting a  
76 proposal.  
77

78 By the act of submitting a bid for the proposed contract, the bidder  
79 warrants that:  
80

81 (1) The bidder and its Subcontractors have reviewed the contract  
82 documents and found them free from ambiguities and sufficient for the  
83 purpose intended;  
84

85 (2) The bidder and its workers, employees and subcontractors have  
86 the skills and experience in the type of work required by the contract  
87 documents bid upon;  
88

89 (3) Neither the bidder nor its employees, agents, suppliers or  
90 subcontractors have relied upon verbal representations from the  
91 Department, its employees or agents, including architects, engineers or  
92 consultants, in assembling the bid figure; and

93 (4) The basis for the bid figure are solely on the construction contract  
94 documents.

95  
96 Also, the bidder warrants that the bidder has examined the site of the  
97 work. From its investigations, the bidder acknowledges satisfaction on:

- 98  
99 (1) The nature and location of the work;  
100  
101 (2) The character, quality, and quantity of materials;  
102  
103 (3) The difficulties to be encountered; and  
104  
105 (4) The kind and amount of equipment and other facilities needed;  
106

107 Subsurface information or hydrographic survey data furnished are for the  
108 bidders' convenience only. The data and information furnished are the product of  
109 the Department's interpretation gathered in investigations made at the specific  
110 locations. These conditions may not be typical of conditions at other locations  
111 within the project area or that such conditions remain unchanged. Also,  
112 conditions found at the time of the subsurface explorations may not be the same  
113 conditions when work starts. The bidder shall be solely responsible for  
114 assumptions, deductions, or conclusions the bidder may derive from the  
115 subsurface information or data furnished.

116  
117 If the Engineer determines that the natural conditions differ from that  
118 originally anticipated or contemplated by the Contractor in the items of  
119 excavation, the State may treat the difference in natural conditions, as falling  
120 within the meaning of Subsection 104.02 – Changes.

121  
122 **102.06 Preparation of Proposal.** The submittal of its proposal shall be on  
123 forms furnished by the Department. The bidder shall specify in words or figures:

- 124  
125 (1) A unit price for each pay item with a quantity given;  
126  
127 (2) The products of the respective unit prices and quantities  
128  
129 (3) The lump sum amount; and  
130  
131 (4) The total amount of the proposal obtained by adding the amounts  
132 of the several items.

133  
134 The words and figures shall be in ink or typed. If a discrepancy occurs  
135 between the prices written in words and those written in figures, the prices written  
136 in words shall govern.

137

138 When an item in the proposal contains an option to be made, the bidder  
139 shall choose in accordance with the contract for that particular item.  
140 Determination of an option will not permit the Contractor to choose again.

141  
142 The bidder shall sign the proposal properly in ink. A duly authorized  
143 representatives of the bidder or by an agent of the bidder legally qualified and  
144 acceptable to the Department shall sign, including one or more partners of the  
145 bidder and one or more representatives of each entity comprising a joint venture.

146  
147 When an agent, other than the officer(s) of a corporation authorized to  
148 sign contracts for the corporation or a partner of a partnership, signs the  
149 proposals, a 'Power of Attorney' shall be on file with the Department or submitted  
150 with the proposal. Otherwise, the Department will reject the proposal as irregular  
151 and unauthorized.

152  
153 The bidder shall submit acceptable evidence of the authority of the  
154 partner, member(s) or officer(s) to sign for the partnership, joint venture, or  
155 corporation respectively with the proposal. Otherwise, the Department will reject  
156 the proposal as irregular and unauthorized.

157  
158 **102.07 Irregular Proposals.** The Department may consider proposals  
159 irregular and may reject the proposals for the following reasons:

160  
161 (1) The proposal is a form not furnished by the Department, altered, or  
162 detached;

163  
164 (2) The proposal contains unauthorized additions, conditions, or  
165 alternates. Also, the proposal contains irregularities that may tend to  
166 make the proposal incomplete, indefinite, or ambiguous to its meaning;

167  
168 (3) The bidder adds provisions reserving the right to accept or reject an  
169 award. Also, the bidder adds provisions into a contract before an award;

170  
171 (4) The proposal does not contain a unit price for each pay item listed  
172 except authorized optional pay items; and

173  
174 (5) Prices for some items are out of proportion to the prices for other  
175 items.

176  
177 (6) If in the opinion of the Director, the bidder and its listed  
178 subcontractors do not have the Contractor's licenses or combination of  
179 Contractor's licenses necessary to complete the work.

180



181 Where the prospective bidder is bidding on multiple projects  
182 simultaneously and the proposal limits the maximum gross amount of awards  
183 that the bidder can accept at one bid letting, the proposal is not irregular if the  
184 limit on the gross amount of awards is clear and the Department selects the  
185 awards that can be given.

186  
187 **102.08 Proposal Guaranty.** The Department will not consider a proposal of  
188 \$25,000 or more unless accompanied by:

189  
190 (1) A deposit of legal tender; or

191  
192 (2) A valid surety bid bond, underwritten by a company licensed to  
193 issue bonds in the State of Hawaii, in the form and composed,  
194 substantially, with the same language as provided herewith and signed by  
195 both parties; or

196  
197 (3) A certificate of deposit, share certificate, cashier's check,  
198 treasurer's check, teller's check, or official check drawn by, or a certified  
199 check accepted by and payable on demand to the State by a bank,  
200 savings institution, or credit union insured by the Federal Deposit  
201 Insurance Corporation (FDIC) or the National Credit Union Administration  
202 (NCUA).

203  
204 (a) The bidder may use these instruments only to a maximum of  
205 \$100,000.

206  
207 (b) If the required security or bond amount totals over \$100,000  
208 more than one instrument not exceeding \$100,000 each and issued  
209 by different financial institutions shall be acceptable.

210  
211 (c) The instrument shall be made payable at sight to the  
212 Department.

213  
214 (d) Proposal Guaranty listed in (1) and (3) shall be in its original  
215 form, and shall be received at the Contracts Office, Department of  
216 Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813  
217 before the bid deadline.

218  
219 In accordance with HRS Chapter 103D-323, the above shall be in a sum  
220 not less than 5% of the amount bid.

221  
222 **102.09 Delivery of Proposal.** The bidder shall submit the proposal in  
223 HlePRO. Bids received after said due date and time shall not be considered.  
224 Original bid documents do not have to be submitted. Award will be made based  
225 on proposals submitted in HlePRO.

227 **102.10 Withdrawal or Revision of Proposals.** A bidder may withdraw or  
228 revise a proposal after the bidder submits the proposal in HlePRO. Withdrawal  
229 or revision of proposal must be completed before the time set for the receiving of  
230 bids.

231

232 **102.11 Public Opening of Proposals.** Not applicable.

233

234 **102.12 Disqualification of Bidders.** The Department may disqualify a bidder  
235 and reject its proposal for the following reasons:

236

237 (1) Submittal of more than one proposal whether under the same or  
238 different name.

239

240 (2) Evidence of collusion among bidders. The Department will not  
241 recognize participants in collusion as bidders for any future work of the  
242 Department until such participants are reinstated as qualified bidders.

243

244 (3) Lack of proposal guaranty.

245

246 (4) Submittal of an unsigned or improperly signed proposal.

247

248 (5) Submittal of a proposal without a listing of subcontractors or  
249 containing only a partial or incomplete listing of subcontractors.

250

251 (6) Submittal of an irregular proposal in accordance with Subsection  
252 102.07 - Irregular Proposals.

253

254 (7) Evidence of assistance from a person who has been an employee  
255 of the agency within the preceding two years and who participated while in  
256 State office or employment in the matter with which the contract is directly  
257 concerned, pursuant to HRS Chapter 84-15.

258

259 (8) Suspended or debarred in accordance with HRS Chapter 104-25.

260

261 (9) Failure to complete the prequalification questionnaire, if applicable.

262

263 (10) Failure to attend the mandatory pre-bid meeting, if applicable.

264

265 **102.13 Material Guaranty.** The successful bidder may be required to furnish  
266 a statement of the composition, origin, manufacture of materials, and samples.

267

268 **102.14 Substitution of Materials and Equipment Before Bid Opening.** See  
269 Subsection 106.13 for Substitution Of Materials and Equipment After Bid  
270 Opening.

271

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311

**(A) General.** When brand names of materials or equipment are specified in the contract documents, they are 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. Qualification of such proposed alternate brands shall be submitted via email to the Contact person listed in HlePRO for the solicitation and also post a question in HlePRO under the question/answer tab referencing the email with the request. The request must be posted in HlePRO no later than 14 calendar days before the bid opening date, not including the bid opening date

An addendum will be issued to inform all prospective bidders of any accepted substitution in accordance with Subsection 102.17 – Addenda .

**(B) Statement of Variances.** The statement of variances must list all features of the proposed substitution that differ from the contract documents 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, and any other features requested by the Engineer 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, the Contractor shall immediately replace the product with a specified product at no increase in contract price and contract time.

**(C) Substitution Denial.** Any substitution request not complying with the above requirements will be denied.

**102.15 Preferences.** Preferences shall not apply to this project.

**102.16 Certification for Safety and Health Program for Bids in excess of \$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror, by signing and submitting this proposal, certifies that a written safety and health plan for this project will be available and implemented by the notice to proceed date for this project. Details of the requirements of this plan may be obtained from the State Department of Labor and Industrial Relations, Occupational Safety and Health Division (HIOSH).

312 **102.17 Addenda.** Addenda issued shall become part of the contract  
313 documents. Addenda to the bid documents will be provided to all prospective  
314 bidders via HlePRO. Each addendum shall be an addition to the contract  
315 documents. The terms and requirements of the bid documents (i.e., drawings,  
316 specifications and other bid and contract documents) cannot be changed prior to  
317 the bid opening except by a duly issued addendum.”

318  
319  
320  
321  
322

**END OF SECTION 102**

1 Make this section a part of the Standard Specifications:  
2

3 **“SECTION 103 - AWARD AND EXECUTION OF CONTRACT**  
4

5  
6 **103.01 Consideration of Proposals.** The Department will compare the  
7 proposals in terms of the summation of the products of the approximate quantities  
8 and the unit bid prices after the submittal date and time established in HlePRO. If  
9 a discrepancy occurs between the unit bid price and the bid price, the unit bid price  
10 shall govern.

11  
12 The “Buy America” provisions in the Surface Transportation Assistance Act  
13 of 1982 is applicable to Federal-aid projects. Bidders may submit a bid based  
14 upon the furnishing and use of domestic steel or foreign steel. Manufacturing  
15 processes for domestic steel shall occur in the United States.

16  
17 The Department reserves the right to reject proposals, waive technicalities  
18 or advertise for new proposals, if the rejection, waiver, or new advertisement favors  
19 the Department.  
20

21 **103.02 Award of Contract.** The award of contract, if it be awarded, will be  
22 made within 60 calendar days after the opening of bids, to the lowest responsible  
23 and responsive bidder whose bid meets all the requirements and criteria set forth  
24 in the invitation for bids. (Through HlePRO). The successful bidder will be notified  
25 by letter mailed to the address shown in its proposal, that its proposal has been  
26 accepted, and that it has been awarded the contract.  
27

28 **(1) Requirement for Award.** To be eligible for award, the  
29 apparent low bidder will be contacted to submit copies of the  
30 documents listed below to demonstrate compliance with HRS  
31 Section 103D-310(c). The documents shall be submitted to the  
32 Department within 14 days after bid opening unless otherwise  
33 specified in the invitation for bids or an extension is granted in writing  
34 by the Department. If a valid certificate/clearance is not submitted  
35 on a timely basis for award of a contract, a bidder otherwise  
36 responsive and responsible may not receive the award. See also  
37 Subsection 108.03 – Preconstruction Data Submittal.  
38

39 The Department may request the bidders to allow the  
40 Department to consider the bids for the issuance of an award beyond  
41 the 60 calendar day period. Agreement to such an extension must  
42 be made by a bidder in writing. Only bidders who have agreed to  
43 such an extension will be eligible for the award.  
44

45 **(A) Tax Clearance.** Pursuant to HRS Sections 103D-310(c), 103-53  
46 and 103D-328, the successful bidder shall be required to submit a certified  
47 copy of its tax clearance issued by the Hawaii State Department of Taxation  
48 (DOTAX) and the Internal Revenue Service (IRS) to demonstrate its  
49 compliance with HRS Chapter 237. A tax clearance is valid for six (6)  
50 months from the most recent approval stamp date on the tax clearance and  
51 must be valid on the bid's first legal advertisement date or any date  
52 thereafter up to the bid opening date.

53  
54 FORM A6, TAX CLEARANCE CERTIFICATE, is available at the  
55 following website:

56  
57 <https://tax.hawaii.gov/>

58  
59 To receive DOTAX Forms by fax or mail, phone  
60 (808) 587-7572 or 1-800-222-7572.

61  
62 The application for the Tax Clearance Certificate is the responsibility  
63 of the bidder and must be submitted directly to the DOTAX or IRS. The  
64 approved certificate may then be submitted to the Department.

65  
66 **(B) DLIR Certificate of Compliance.** Pursuant to HRS Section 103D-  
67 310(c), the successful bidder shall be required to submit a copy (faxed  
68 copies are acceptable) of its approved certificate of compliance issued by  
69 the Hawaii State Department of Labor and Industrial Relations (DLIR) to  
70 demonstrate its compliance with unemployment insurance (HRS Chapter  
71 383), workers' compensation (HRS Chapter 386), temporary disability  
72 insurance (HRS Chapter 392), and prepaid health care (HRS Chapter 393).  
73 The certificate is valid for six (6) months from the most recent approval  
74 stamp date on the certificate and must be valid on the bid's first legal  
75 advertisement date or any date thereafter up to the bid opening date. For  
76 certificates which receive a "pending" approval stamp, a DLIR approval  
77 stamp is required prior to the issuance of the Notice to Proceed.

78  
79 FORM LIR#27, APPLICATION FOR CERTIFICATE OF  
80 COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the  
81 following website:

82  
83 <http://labor.hawaii.gov/>

84  
85 More information is available by calling the DLIR Unemployment Insurance  
86 Division at (808) 586-8926.

87  
88 Inquiries regarding the status of a LIR#27 Form may be made by  
89 calling the DLIR Disability Compensation Division at (808) 586-9200.

91 The application for the Certificate of Compliance is the responsibility  
92 of the bidder and must be submitted directly to the DLIR. The approved  
93 certificate may then be submitted to the Department.  
94

95 **(C) DCCA Certificate of Good Standing.** Pursuant to HRS Section  
96 103D-310(c), the successful bidder shall be required to submit a copy  
97 (faxed copies are acceptable) of its approved Certificate of Good Standing  
98 issued by the Hawaii State Department of Commerce and Consumer Affairs  
99 (DCCA), Business Registration Division (BREG) to demonstrate that it is  
100 either:

101  
102 **(1)** Incorporated or organized under the laws of the State; or

103  
104 **(2)** Registered to do business in the State as a separate branch  
105 or division that is capable of fully performing under the contract.  
106

107 The Certificate of Good Standing is valid for six (6) months  
108 from the approval date on the certificate and must be valid on the  
109 bid's first legal advertisement date or any date thereafter up to the  
110 bid opening date. A Hawaii business that is a sole proprietorship,  
111 however, is not required to register with the BREG, and therefore not  
112 required to submit a Certificate of Good Standing. Bidders are  
113 advised that there are costs associated with registering and  
114 obtaining a Certificate of Good Standing from the DCCA.  
115

116 To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line  
117 Services at the following website:

118  
119 <http://cca.hawaii.gov/>  
120

121 The application for the Certificate of Good Standing is the  
122 responsibility of the bidder and must be submitted directly to the DCCA.  
123 The approved certificate may then be submitted to the Department.  
124

125 **(D) Hawaii Compliance Express (HCE).** In lieu of the certificates  
126 referenced above, the bidder may make available proof of compliance  
127 through the Hawaii Compliance Express or any other designated  
128 certification process. Bidders may apply and register at the "Hawaii  
129 Compliance Express" website:

130  
131 <https://vendors.ehawaii.gov/hce/>  
132

133 **103.03 Cancellation of Award.** The Department reserves the right to cancel  
134 the award of contracts before the execution of said contract by the parties. There  
135 will be no liability to the awardee and to other bidders.

136 **103.04 Return of Proposal Guaranty.** The Department will return the proposal  
137 guaranties, except those of the three lowest bidders, after the Department checks  
138 the proposals. The Department will return the proposal guaranties of the remaining  
139 two lowest bidders, not awarded the contract, within five working days following  
140 the execution of the contract. The Department will return the successful bidder's  
141 proposal guaranty after the successful bidder furnishes a bond and executes the  
142 contract.

143  
144 **103.05 Requirement of Contract Bond.** At the time of execution of the  
145 contract, the successful bidder shall file a good and sufficient performance bond  
146 and a payment bond on the forms furnished by the Department conditioned for the  
147 full and faithful performance of the contract in accordance with the terms and intent  
148 thereof and for the prompt payment to all others for all labor and material furnished  
149 by them to the bidder and used in the prosecution of the work provided for in the  
150 contract. The bonds shall be of an amount equal to 100 percent of the amount of  
151 the contract price and include 5 percent of the contract amount estimated to be  
152 required for extra work. The bidder shall limit the acceptable performance and  
153 payment bonds to the following:

- 154  
155 (a) Legal tender;  
156  
157 (b) Surety bond underwritten by a company licensed to issue bonds in  
158 the State of Hawaii; or  
159  
160 (c) A certificate of deposit; share certificate; cashier's check; treasurer's  
161 check, teller's check drawn by or a certified check accepted by and payable  
162 on demand to the State by a bank savings institution or credit union insured  
163 by the Federal Deposit Insurance Corporation (FDIC) or the National Credit  
164 Union Administration (NCUA).  
165  
166 1. The bidder may use these instruments only to a maximum of  
167 \$100,000.  
168  
169 2. If the required security or bond amount totals over \$100,000  
170 more than one instrument not exceeding \$100,000 each and issued  
171 by different financial institutions shall be acceptable.

172  
173 Such bonds shall also by the terms insure to the benefit of any and all  
174 persons entitled to file claims for labor done or material furnished in the work so as  
175 to give them a right of action as contemplated by HRS Section 103D-324.  
176

177 **103.06 Execution of the Contract.** The contract bond and HRS Chapter 104  
178 - Compliance Certificate, similar to a copy of the same annexed hereto, shall be  
179 executed by the successful bidder and returned within ten days after the award  
180 of the contract or within such further time as the Director may allow after the  
181 bidder has received the contract for execution.



182           The contract shall not bind the Department unless said parties execute  
183 the contract and the Director of Finance endorses the bidder's certificate in  
184 accordance with HRS Section 103-39.

185

186 **103.07 Failure to Execute Contract.** Failure to execute the contract and file  
187 acceptable bonds shall be cause for the cancellation of the award in accordance  
188 with Subsection 103.06 - Execution of the Contract. Also, the Contractor forfeits  
189 the proposal guaranty which becomes the property of the Department. This is not  
190 a penalty, but liquidated damages sustained by the State. The Department may  
191 then make award to the next lowest responsible and responsive bidder or the  
192 Department may readvertise and construct the work under contract.”

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194

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197

**END OF SECTION 103**

1 **SECTION 104 – SCOPE OF WORK**

2  
3 Make the following amendment to said Section:

4  
5 **(I) Amend Section 104.11(B) Contractor’s Duty to Locate and Protect**  
6 **Utility** by adding the following after line 291:

7  
8 “**(4)** The Contractor shall contact the Hawaii One Call Center at 811 prior  
9 to any execution in a public right of way or on private property.”

10  
11 **(II) Amend Section 104.06 Methods of Price Adjustment** as follows:

12  
13 **“104.06 Methods of Price Adjustment.** Any adjustment in the contract price  
14 pursuant to a change or claim shall be made in one or more of the following  
15 ways:

16  
17 **(1)** By written agreement on a fixed price adjustment before  
18 commencement of the pertinent performance.

19  
20 **(2)** By unit prices or other price adjustments specified in the contract or  
21 subsequently agreed upon before commencement of the pertinent  
22 performance.

23  
24 **(3)** The Engineer may base the adjustment for a lump sum item on a  
25 calculated proportionate unit price. The Engineer will calculate the  
26 proportionate unit price by dividing the original contract lump sum price by  
27 the actual or original estimated quantity established by the contract  
28 documents.

29  
30 **(4)** In any other lawful manner as the parties may mutually agree upon  
31 before commencement of the pertinent performance.

32  
33 **(5)** At the sole option of the Engineer, work may be paid for on a force  
34 account basis in accordance with Subsection 109.06 - Force Account  
35 Provisions and Compensation.

36  
37 **(6)** By the cost variations attributable to the events or situations with  
38 adjustment of profit and fee, all as specified in the contract or  
39 subsequently agreed upon before commencement of the pertinent  
40 performance.

41  
42 **(7)** In the absence of agreement by the parties:

43  
44 **(A)** For change orders with value not exceeding \$50,000 by  
45 documented actual costs of the work, allowing for overhead and  
46 profit as set forth in Section 109.05 - Allowances for Overhead and  
47 Profit. A change order shall be issued within fifteen days of

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submission by the contractor of proper documentation of completed force account work, whether periodic (conforming to the applicable billing cycle) or final. The Engineer shall return any documentation that is defective, to the contractor within fifteen days after receipt, with a statement identifying the defect; or

**(B)** For change orders with value exceeding \$50,000 by a unilateral determination by the Engineer of the costs attributable to the events or situations with adjustment of profit and fee, all as computed by the Engineer in accordance with applicable sections of HAR Chapters 3-123 and 3-126, and Section 109.05 - Allowances for Overhead and Profit. When a unilateral determination has been made, a unilateral change order shall be issued within ten days. Upon receipt of the unilateral change order, if the contractor does not agree with any of the terms or conditions, or the adjustment or nonadjustment of the contract time or contract price, the contractor shall file a notice of intent to claim within thirty days after the receipt of the written unilateral change order. Failure to file a protest within the time specified shall constitute agreement on the part of the contractor with the terms, conditions, amounts, and adjustment or nonadjustment of the contract time or the contract price set forth in the unilateral change order.

A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of HAR Chapter 3-122, Subchapter 15. A fully executed change order or other document permitting billing for the adjustment in price under any method listed in Subsections 104.06(1) through 104.06(7) shall be issued within ten days after agreement on the method of adjustment."

**END OF SECTION 104**

1                                   **SECTION 105 – CONTROL OF WORK**

2  
3    Make the following amendments to said Section:

4  
5  
6    **(I)**     Amend **105.01 – Authority** to read as follows:

7  
8    **“105.01 Authority.**

9  
10       **(A) Authority of the Engineer.** The Engineer is the representative of  
11       the Director and has all the authority of the Director with respect to the  
12       contract. The Engineer will make decisions on all questions that may  
13       arise regarding the contract, such as, but not limited to:

- 14                   **(1)**     Interpretation of the contract documents.
- 15                   **(2)**     Acceptability of the materials furnished and work performed.
- 16                   **(3)**     Manner of performance and rate of progress of the work.
- 17                   **(4)**     Acceptable fulfillment of the contract on the part of the  
18                   Contractor.
- 19                   **(5)**     Compensation under the contract.

20  
21                   The Engineer’s decisions on questions, claims, and disputes will be  
22                   final and conclusive subject to Subsection 107.15 – Disputes and Claims.

23  
24                   The Engineer may delegate specific authority to act for the  
25                   Engineer to a specific person or persons. Such delegation of authority  
26                   shall be established in writing and shall become effective upon delivery to  
27                   the Contractor.

28  
29       **(B) Authority of the Inspectors.** Inspectors, as a representative of  
30       the Engineer or other agencies, will inspect the work done and materials  
31       furnished. Such inspection may extend to the preparation, fabrication or  
32       manufacture of the materials to be used. The Inspector does not have  
33       authority vested in the Engineer unless specifically delegated in writing.  
34       The Inspector may not alter or waive the provisions of the contract, issue  
35       instructions contrary to the contract, or act as agent or representative of  
36       the Contractor.

37  
38                   Failure of an Inspector at any time to reject non-conforming work  
39                   shall not be considered a waiver of the State’s right to require work in strict  
40                   conformity with the contract documents as a condition of final acceptance.

47           **(C) Authority of the Consultant and Construction Management.**  
48           The State may engage consultants and construction managements to  
49           perform duties in connection with the work. Unless otherwise specified in  
50           writing to the Contractor, such retained consultants and construction  
51           managements shall have no greater authority than an Inspector.”  
52

53           **(II) Amend Subsection 105.02 - Submittals** by revising the first paragraph  
54           from lines 52 to 61 to read as follows:  
55

56           **“105.02 Submittals.** The contract contains the description of various items  
57           that the Contractor must submit to the Engineer for review and acceptance. The  
58           Contractor shall review all submittals for correctness, conformance with the  
59           requirements of the contract documents and completeness before submitting  
60           them to the Engineer. The submittal shall indicate the contract items and  
61           specifications subsections for which the submittal is provided. The submittal  
62           shall be legible and clearly indicate what portion of the submittal is being  
63           submitted for review. The Contractor shall provide six copies of the required  
64           submissions at the earliest possible date.”  
65

66           **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**  
67           **Provisions** to read as follows:  
68

69           **“(A) Furnishing Drawings and Special Provisions.** The State will  
70           furnish the Contractor an electronic set of the special provisions and  
71           plans.” The Contractor shall have and maintain at least one set of plans  
72           and specifications on the work site, at all times.”  
73

74           **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines  
75           421 to 432 to read as follows:  
76

77           **“(D) No Designated Storage Area.** If no storage area is designated  
78           within the contract documents, materials and equipment may be stored  
79           anywhere within the State highway right-of-way, provided such storage  
80           and access to and from such site, within the sole discretion of the  
81           Engineer, does not create a public or traffic hazard or an impediment to  
82           the movement of traffic.”  
83

84           **(V) Amend 105.16(A) – Subcontract Requirements** by adding the following  
85           paragraph after line 483:  
86

87           The 'Specialty Items' of work for this project are as follows:  
88

	<b>Section No.</b>	<b>Description</b>
89		
90		
91		
92	501	All Contract Items under Section 501 – Steel Structures
93		
94	645	Contract Item No. 645.0100 under Section 645 – Work Zone Traffic Control
95		
96		
97	697	All Contract Items under Section 697 – Clean and Paint Steel”
98		

99 **(VI)** Amend **Subsection 105.16(B) – Substituting Subcontractors** from line  
100 487 to line 494 to read:

101  
102 **“(B) Substituting Subcontractors.** Under HRS Chapter 103D-302, the  
103 Contractor is required to list the names of persons or firms to be engaged  
104 by the Contractor as a subcontractor or joint contractor in the performance  
105 of the contract. No subcontractor may be added or deleted, unless  
106 authorized by the Engineer. Substitutions will be allowed only if the  
107 subcontractor:  
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**END OF SECTION 105**

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**SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS**

Make the following amendment to said Section:

**(I)** Amend **106.05(B) – Deviation** by revising the third sentence from line 106 to 108 to read as follows:

“Any deviations will be subject to Subsection 102.14 – Substitution of Materials and Equipment Before Bid Opening.

**END OF SECTION 106**

1           **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

2  
3       Make the following amendments to said Section:

4  
5       **(I)**       Amend **Section 107.01 Insurance Requirements** from lines 5 to 81 to  
6       read as follows:

7  
8           **“(A) Obligation of Contractor.** Contractor shall not commence any  
9       work until it obtains, at its own expense, all required insurance described  
10      herein. Such insurance shall be provided by an insurance company  
11      authorized by the laws of the State to issue such insurance in the State of  
12      Hawaii. Coverage by a “Non-Admitted” carrier is permissible provided the  
13      carrier has a Best’s Rating of “A-VII” or better. The Contractor shall  
14      maintain and ensure all insurance policies are current for the full period of  
15      the contract until final acceptance of the work by the State.

16  
17           The Certificate of Insurance shall contain: a clause that it is agreed  
18      that any insurance maintained by the State of Hawaii will apply in excess  
19      of, and not contribute with, insurance provided by this policy; and shall be  
20      accompanied by endorsement form CG2010 or equivalent naming the  
21      State as an additional insured to the policy which status shall be  
22      maintained for the full period of the contract until final acceptance of the  
23      work by State.

24  
25           The Contractor shall obtain all required insurance as part of the  
26      contract price. Where there is a requirement for the State of Hawaii and  
27      its officers and employees to be named as additional insureds under any  
28      Contractor’s insurance policy, before the State of Hawaii issues the Notice  
29      to Proceed, the Contractor shall obtain and submit to the Engineer a  
30      Certificate of Insurance and a written policy endorsement that confirms the  
31      State of Hawaii and its officers and employees are additional insureds for  
32      the specific State project number and project title under such insurance  
33      policies. The written policy endorsement must be issued by the insurance  
34      company insuring the Contractor for the specified policy type or by an  
35      agent of such insurance company who is vested with the authority to issue  
36      a written policy endorsement. The insurer’s agent shall also submit  
37      written confirmation of such authority to bind the insurer. Any delays in  
38      the issuance of the Notice to Proceed attributed to the failure to obtain the  
39      proof of the State of Hawaii and its officers and employees’ additional  
40      insured status shall be charged to the Contractor.

41  
42           A mere Certificate of Insurance issued by a broker who represents  
43      the Contractor (but not the Contractor’s insurer), or by any other party who  
44      is not authorized to contractually name the State as an additional insured  
45      under the Contractor’s insurance policy, is not sufficient to meet the  
46      Contractor’s insurance obligations.



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Certificates shall contain a provision that coverages being certified will not be cancelled or materially changed without giving the Engineer at least thirty (30) days prior written notice. Contractor will immediately provide written notice to the Director should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, reduced in scope or coverage, or not renewed upon expiration. 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 or to become due to the Contractor.

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

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 but not limited to traffic detour work, barricades, warnings, diversions, lane closures, and other work performed outside the work area and all change order work.

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.

**(B) 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.

92 **(1) Workers' Compensation.** The Contractor shall obtain  
93 worker's compensation insurance for all persons whom they  
94 employ in carrying out the work under this contract. This insurance  
95 shall be in strict conformity with the requirements of the most  
96 current and applicable State of Hawaii Worker's Compensation  
97 Insurance laws in effect on the date of the execution of this contract  
98 and as modified during the duration of the contract.  
99

100 **(2) Auto Liability.** The Contractor shall obtain Auto Liability  
101 Insurance covering all owned, non-owned and hired autos with a  
102 Combined single Limit of not less than \$1,000,000 per occurrence  
103 for bodily injury and property damage with the State of Hawaii  
104 named as additional insured. Refer to SPECIAL CONDITIONS for  
105 any additional requirements.  
106

107 **(3) General Liability.** The Contractor shall obtain General  
108 Liability insurance with a limit of not less than \$2,000,000 per  
109 occurrence and in the Aggregates for each of the following:  
110

- 111 (a) Products - Completed/Operations Aggregate,
- 112
- 113 (b) Personal & Advertising Injury, and
- 114
- 115 (c) Bodily Injury & Property Damage  
116

117 The General Liability insurance shall include the State as an  
118 Additional Insured. The required limit of insurance may be provided  
119 by a single policy or with a combination of primary and excess  
120 policies. Refer to SPECIAL CONDITIONS for any additional  
121 requirements.  
122

123 **(4) Builders Risk For All Work.** The Contractor shall take out  
124 a policy of builder's risk insurance for the full replacement value of  
125 the project work; from a company licensed or otherwise authorized  
126 to do business in the State of Hawaii; naming the State as an  
127 additional insured under each policy; and covering all work, labor,  
128 and materials furnished by such Contractor and all its  
129 subcontractors against loss by fire, windstorm, tsunamis,  
130 earthquakes, lightning, explosion, other perils covered by the  
131 standard Extended Coverage Endorsement, vandalism, and  
132 malicious mischief. Refer to SPECIAL CONDITIONS for any  
133 additional requirements."  
134  
135  
136  
137

**END OF SECTION 107**

1 Amend **Section 108 – PROSECUTION AND PROGRESS** to read as follows:  
2

3 **“SECTION 108 – PROSECUTION AND PROGRESS**  
4

5  
6 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the  
7 Contractor not more 30 calendar days after the contract certification date. The  
8 Engineer may suspend the contract before issuing the Notice To Proceed, in  
9 which case the Contractor’s remedies are exclusively those set forth in Subsection  
10 108.10 – Suspension of Work.  
11

12 The Contractor shall be allowed up to 14 calendar days after the Notice to  
13 Proceed to begin physical work. The Start Work Date will be established when  
14 this period ends or on the actual day that physical work begins, whichever is first.  
15 Charging of Contract Time will begin on the Start Work Date. The Contractor shall  
16 notify the Engineer, in writing, at least five working days before beginning physical  
17 work.  
18

19 In the event that the Contractor fails to start physical work within the time  
20 specified, the Engineer may terminate the contract in accordance with Subsection  
21 108.11 – Termination of Contract for Cause.  
22

23 During the period between the Notice to Proceed and the Start Work Date  
24 the Contractor should adjust work forces, equipment, schedules, and procure  
25 materials and required permits, prior to beginning physical work.  
26

27 Any physical work done prior to the Start Work Date will be considered  
28 unauthorized work. If the Engineer does not direct that the unauthorized work be  
29 removed, it shall be paid for after the Start Work Date and only if it is acceptable.  
30

31 In the event that the Engineer establishes, in writing, a Start Work Date that  
32 is beyond 60 calendar days from the Notice to Proceed date, the Contractor may  
33 submit a claim in accordance with, Subsection 107.15 – Disputes and Claims for  
34 increased labor and material costs which are directly attributable to the delay  
35 beyond the first 60 calendar days after the Notice to Proceed date.  
36

37 The Contractor shall notify the Engineer at least 24 hours before restarting  
38 physical work after a suspension of work pursuant to Subsection 108.10 –  
39 Suspension of Work.  
40

41 Once physical work has begun, the Contractor shall work expeditiously and  
42 pursue the work diligently to completion with the contract time. If a portion of the  
43 work is to be done in stages, the Contractor shall leave the area safe and usable  
44 for the user agency and the public at the end of each stage.  
45

## 108.03

46 **108.02 Prosecution of Work.** Unless otherwise permitted by the Engineer, in  
47 writing, the Contractor shall not commence with physical construction unless  
48 sufficient materials and equipment are available for either continuous construction  
49 or completion of a specified portion of the work.

50  
51 **108.03 Preconstruction Submittals.** The awardee shall submit to the  
52 Engineer for information and review the pre-construction submittals within 21  
53 calendar days from award. Until the items listed below are received and found  
54 acceptable by the Engineer, the Contractor shall not start physical work unless  
55 otherwise authorized to do so in writing and subject to such conditions set by the  
56 Engineer. Charging of Contract Time will not be delayed, and additional contract  
57 time will not be granted due to Contractor delay in submitting acceptable  
58 preconstruction submittals. No progress payment will be made to the Contractor  
59 until the Engineer acknowledges, in writing, receipt of the following  
60 preconstruction submittals acceptable to the Engineer:

- 61
- 62 (1) List of the Superintendent and other Supervisory Personnel, and  
63 their contact information.
  - 64
  - 65 (2) Name of person(s) authorized to sign for the Contractor.
  - 66
  - 67 (3) Work Schedule including hours of operation.
  - 68
  - 69 (4) Initial Progress Schedule (See Subsection 108.06 – Progress  
70 Schedule).
  - 71
  - 72 (5) Water Pollution and Siltation Control Submittals, including Site-  
73 Specific Best Management Practice Plan.
  - 74
  - 75 (6) Solid Waste Disposal form.
  - 76
  - 77 (7) Tax Rates.
  - 78
  - 79 (8) Insurance Rates.
  - 80
  - 81 (9) Certificate of Insurance, satisfactory to the Engineer, indicating that  
82 the Contractor has in place all insurance coverage required by the contract  
83 documents.
  - 84
  - 85 (10) Schedule of agreed prices.
  - 86
  - 87 (11) List of suppliers.
  - 88
  - 89 (12) Traffic Control Plan, if applicable.

90 **108.04 Character and Proficiency of Workers.** The Contractor shall at all  
91 times provide adequate supervision and sufficient labor and equipment for  
92 prosecuting the work to full completion in the manner and within the time required  
93 by the contract. The superintendent and all other representatives of the  
94 Contractor shall act in a civil and honest manner in all dealings with the Engineer,  
95 all other State officials and representatives, and the public, in connection with the  
96 work.

97  
98 All workers shall possess the proper license, certification, job classification,  
99 skill, training, and experience necessary to properly perform the work assigned to  
100 them.

101  
102 The Engineer may direct the removal of any worker(s) who does not carry  
103 out the assigned work in a proper and skillful manner or who is disrespectful,  
104 intemperate, violent, or disorderly. The worker shall be removed forthwith by the  
105 Contractor and will not work again without the written permission of the Engineer.

106  
107 **108.05 Contract Time.**

108  
109 **(A) Calculation of Contract Time.** When the contract time is on a  
110 working day basis, the total contract time allowed for the performance of  
111 the work will be the number of working days shown in the contract plus any  
112 additional working days authorized in writing as provided hereinafter. The  
113 count of elapsed working days to be charged against contract time, will  
114 begin from the Start Work Date and will continue consecutively to the date  
115 of Substantial Completion. When multiple shifts are used to perform the  
116 work, the State will not consider the hours worked over the normal eight  
117 working hours per day or night as an additional working day.

118  
119 When the contract is on a calendar day basis, the total contract time  
120 allowed for the performance of the work will be the number of days shown  
121 in the contract plus any additional days authorized in writing as provided  
122 hereinafter. The count of elapsed days to be charged against contract time  
123 will begin from the Start Work Date and will continue consecutively to the  
124 date of Substantial Completion. The Engineer will exclude days elapsing  
125 between the orders of the Engineer to suspend work and resume work for  
126 suspensions not the fault of the Contractor.

127  
128 **(B) Modifications of Contract Time.** Whenever the Contractor  
129 believes that an extension of contract time is justified, the Contractor shall  
130 serve written notice on the Engineer not more than five working days after  
131 the occurrence of the event that causes a delay or justifies a contract time  
132 extension. Contract time may be adjusted for the following reasons or  
133 events, but only if and to the extent the critical path has been affected:  
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**(1) Changes in the Work, Additional Work, and Delays Caused by the State.** If the Contractor believes that an extension of time is justified on account of any act or omission by the State, and is not adequately provided for in a field order or change order, it must request the additional time as provided above. At the request of the Engineer, the Contractor must show how the critical path will be affected and must also support the time extension request with schedules, as well as statements from its subcontractors, suppliers, or manufacturers, as necessary. Claims for compensation for any altered or additional work will be determined pursuant to Subsection 104.02 – Changes.

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 issued after contract time has expired will not constitute an excusal or waiver of pre-existing Contractor delay.

**(2) Delay for Permits.** For delays in the routine application and processing time required to obtain necessary permits, including permits to be obtained from State agencies, the Engineer may grant an extension provided that the permit takes longer than 30 days to acquire and the delay is not caused by the Contractor, and provided that as soon as the delay occurs, the Contractor notifies the Engineer in writing that the permits are not available. Permits required by the contract that take less than 30 days to acquire from the time which the appropriate documents are granted shall be acquired between Notice to Proceed and Start Work Date or accounted for in the contractor’s progress schedule. Time extensions will be the exclusive relief granted on account of such delays.

**(3) Delays Beyond Contractor’s Control.** For delays caused by acts of God, a public enemy, fire, inclement weather days or adverse conditions resulting therefrom, earthquakes, floods, epidemics, quarantine restrictions, labor disputes impacting the Contractor or the State, freight embargoes and other reasons beyond the Contractor’s control, the Contractor may be granted an extension of time provided that:

**(a)** In the written notice of delay to the Engineer, the Contractor describes possible effects on the completion date of the contract. The description of delays shall:

180 1. State specifically the reason or reasons for the  
181 delay and fully explain in a detailed chronology how the  
182 delay affects the critical path.

183  
184 2. Include copies of pertinent documentation to  
185 support the time extension request.

186  
187 3. Cite the anticipated period of delay and the time  
188 extension requested.

189  
190 4. State either that the above circumstances have  
191 been cleared and normal working conditions restored  
192 as of a certain day or that the above circumstances will  
193 continue to prevent completion of the project.

194  
195 (b) The Contractor shall notify the Engineer in writing when  
196 the delay ends. Time extensions will be the exclusive relief  
197 granted and no additional compensation will be paid the  
198 Contractor for such delays.

199  
200 **(4) Delays in Delivery of Materials or Equipment.** For delays  
201 in delivery of materials or equipment, which occur as a result of  
202 unforeseeable causes beyond the control and without fault of the  
203 Contractor, its subcontractor(s) or supplier(s), time extensions shall  
204 be the exclusive relief granted and no additional compensation will  
205 be paid the Contractor on account of such delay. The delay shall not  
206 exceed the difference between the originally scheduled delivery date  
207 and the actual delivery date. The Contractor may be granted an  
208 extension of time provided that it complies with the following  
209 procedures:

210  
211 (a) The Contractor's written notice to the Engineer must  
212 describe the delays and state the effect such delays may have  
213 on the critical path.

214  
215 (b) The Contractor, if requested, must submit to the  
216 Engineer within five days after a firm delivery date for the  
217 material and equipment is established, a written statement  
218 regarding the delay. The Contractor must justify the delay as  
219 follows:

220  
221 1. State specifically all reasons for the delay.  
222 Explain in a detailed chronology the effect of the delay  
223 on the critical path.

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- 2. Submit copies of purchase order(s), factory invoice(s), bill(s) of lading, shipping manifest(s), delivery tag(s), and any other documents to support the time extension request.
  
- 3. Cite the start and end date of the delay and the time extension requested.

**(5) Delays for Suspension of Work.** 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 Subsections 108.10(A)(1), 108.10(A)(2), or 108.10(A)(5) 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. 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 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.

**(6) Contractor Caused Delays.** No time extension will be granted under the following circumstances:

- (a) Delays within the Contractor’s control in performing the work caused by the Contractor, subcontractor, supplier, or any combination thereof.
  
- (b) Delays within the Contractor’s control in arrival of materials and equipment caused by the Contractor, subcontractor, supplier, or any combination thereof, in ordering, fabricating, and delivery.
  
- (c) Delays requested for changes which do not affect the critical path.



266 (d) Delays caused by the failure of the Contractor to make  
 267 submittals in a timely manner for review and acceptance by  
 268 the Engineer, such as but not limited to shop drawings,  
 269 descriptive sheets, material samples, and color samples  
 270 except as covered in Subsection 108.05(B)(3) – Delays  
 271 Beyond Contractor’s Control and 108.05(B)(4) – Delays in  
 272 Delivery of Materials or Equipment.

273  
 274 (e) Delays caused by the failure to submit sufficient  
 275 information and data in a timely manner in the proper form in  
 276 order to obtain necessary permits related to the work.

277  
 278 (f) Failure to follow the procedure within the time allowed  
 279 by contract to request a time extension.

280  
 281 (g) Failure of the Contractor to provide evidence sufficient  
 282 to support the time extension request.

283  
 284 (7) **Reduction in Time.** If the State deletes or modifies any  
 285 portion of the work, an appropriate reduction of contract time may be  
 286 made in accordance with Subsection 104.02 - Changes.

287  
 288 **108.06 Progress Schedules.**

289  
 290 (A) **Forms of Schedule.** All schedules shall be submitted using the  
 291 specific computer program designated in the bid documents. If no such  
 292 scheduling software program is designated, then all schedules shall be  
 293 submitted using the latest version of Microsoft Project by Microsoft or  
 294 approved equivalent software program.

295  
 296 Schedule submittals shall be as follows:

297  
 298 (1) **For Contracts \$2,000,000 or less or For Contract Time 100**  
 299 **Working Days or 140 Calendar Days or Less.** For contracts of  
 300 \$2,000,000 or less or for contract time of 100 working days or 140  
 301 calendar days or less, the progress schedule will be a Time Scaled  
 302 Logic Diagram (TSLD). The Contractor shall submit a TSLD  
 303 submittal package meeting the following requirements and having  
 304 these essential and distinctive elements:

305  
 306 (a) The major features of work, such as but not limited to  
 307 BMP installation, grubbing, roadway excavation, structure  
 308 excavation, structure construction, shown in the chronological  
 309 order in which the Contractor proposes to work that feature or  
 310 work and its location on the project. The schedule shall  
 311 account for normal inclement weather, unusual soil or other

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conditions that may influence the progress of the work, schedules, and coordination required by any utility, off or on site fabrications, and other pertinent factors that relate to progress;

**(b)** All features listed or not listed in the contract documents that the Contractor considers a controlling factor for the timely completion of the contract work.

**(c)** The time span and sequence of the activities or events for each feature, and its interrelationship and interdependencies in time and logic to other features in order to complete the project.

**(d)** The total anticipated time necessary to complete work required by the contract.

**(e)** A chronological listing of critical intermediate dates or time periods for features or milestones or phases that can affect timely completion of the project.

**(f)** Major activities related to the location on the project.

**(g)** Non-construction activities, such as submittal and acceptance periods for shop drawings and material, procurement, testing, fabrication, mobilization, and demobilization or order dates of long lead material.

**(h)** Set schedule logic for out of sequence activities to retain logic. In addition, open ends shall be non-critical.

**(i)** Show target bars for all activities.

**(j)** Vertical and horizontal sight lines both major and minor shall be used as well as a separator line between groups. The Engineer will determine frequency and style.

**(k)** The file name, print date, revision number, data and project title and number shall be included in the title block.

**(l)** Have columns with the appropriate data in them for activity ID, description, original duration, remaining duration, early start, early finish, total float, percent complete, resources. The resource column shall list who is responsible for the work to be done in the activity. These columns shall be to the left of the bar chart.

359 **(2) For Contracts Which Have A Contract Amount More Than**  
360 **\$2,000,000 Or Having A Contract Time Of More Than 100**  
361 **Working Days Or 140 Calendar Days.** For contracts which have a  
362 contract amount more than \$2,000,000 or contract time of more than  
363 100 working days or 140 calendar days, the Contractor shall submit  
364 a Timed-Scaled Logic Diagram (TSLD) meeting the following  
365 requirements and having these essential and distinctive elements:  
366

367 **(a)** The information and requirements listed in Subsection  
368 108.06(A)(1) – For Contracts \$2,000,000 or Less or For  
369 Contract Time 100 Working Days or 140 Calendar Days or  
370 Less.

371  
372 **(b)** Additional reports and graphics available from the  
373 software as requested by the Engineer.

374  
375 **(c)** Sufficient detail to allow at least weekly monitoring of  
376 the Contractor and subcontractor's operations.

377  
378 **(d)** The time scaled schematic shall be on a calendar or  
379 working days basis. What will be used shall be determined by  
380 how the contract keeps track of time. It will be the same. Plot  
381 the critical calendar dates anticipated.

382  
383 **(e)** Breakdown of activity, such as forming, placing  
384 reinforcing steel, concrete pouring and curing, and stripping  
385 in concrete construction. Indicate location of work to be done  
386 in such detail that it would be easily determined where work  
387 would be occurring within approximately 200 feet.

388  
389 **(f)** Latest start and finish dates for critical path activities.

390  
391 **(g)** Identify responsible subcontractor, supplier, and others  
392 for their respective activity.

393  
394 **(h)** No individual activity shall have duration of more than  
395 20 calendar days unless requested and approved by the  
396 Engineer.

397  
398 **(i)** All activities shall have work breakdown structure  
399 codes and activity codes. The activity codes shall have  
400 coding that incorporates information for phase, location, who  
401 is responsible for doing work and type of operation and  
402 activity description.  
403

404 (j) Incorporate all physical access and availability  
405 restraints.

406

407 **(B) Inspection and Testing.** All schedules shall provide reasonable  
408 time and opportunity for the Engineer to inspect and test each work activity.

409

410 **(C) Engineer's Acceptance of Progress Schedule.** The submittal of,  
411 and the Engineer's receipt of any progress schedule, shall not be deemed  
412 an agreement to modify any terms or conditions of the contract. Any  
413 modifications to the contract terms and conditions that appear in or may be  
414 inferred from an acceptable schedule will not be valid or enforceable unless  
415 and until the Engineer exercises discretion to issue an appropriate change  
416 order. Nor shall any submittal or receipt imply the Engineer's approval of  
417 the schedule's breakdown, its individual elements, any critical path that may  
418 be shown, nor shall it obligate the State to make its personnel available  
419 outside normal working hours or the working hours established by the  
420 Contract in order to accommodate such schedule. The Contractor has the  
421 risk of all elements (whether or not shown) of the schedule and its  
422 execution. No claim for additional compensation, time, or both, shall be  
423 made by the Contractor or recognized by the Engineer for delays during  
424 any period for which an acceptable progress schedule or an updated  
425 progress schedule as required by Subsection 108.06(E) – Contractor's  
426 Continuing Schedule Submittal Requirements had not been submitted. Any  
427 acceptance or approval of the schedule shall be for general format only and  
428 shall not be deemed an agreement by the State that the construction  
429 means, methods, and resources shown on the schedule will result in work  
430 that conforms to the contract requirements or that the sequences or  
431 durations indicated are feasible.

432

433 **(D) Initial Progress Schedule.** The Contractor shall submit an initial  
434 progress schedule. The initial progress schedule shall consist of the  
435 following:

436

437 (1) Four sets of the TSLD schedule.

438

439 (2) All the software files and data to re-create the TSLD in a  
440 computerized software format as specified by the Engineer.

441

442 (3) A listing of equipment that is anticipated to be used on the  
443 project. Including the type, size, make, year of manufacture, and all  
444 information necessary to identify the equipment in the Rental Rate  
445 Blue Book for Construction Equipment.

446

447 (4) An anticipated manpower requirement graph plotting contract  
448 time and total manpower requirement. This may be superimposed  
449 over the payment graph.

450

451 (5) A Method Statement that is a detailed narrative describing the  
 452 work to be done and the method by which the work shall be  
 453 accomplished for each major activity. A major activity is an activity  
 454 that has one or more of the following:

- 455
- 456 (a) Has a duration longer than five days.
  - 457
  - 458 (b) Is a milestone activity.
  - 459
  - 460 (c) Is a contract item that exceeds \$10,000 on the contract  
 461 cost proposal.
  - 462
  - 463 (d) Is a critical path activity.
  - 464
  - 465 (e) Is an activity designated as such by the Engineer.
  - 466

467 Each Method Statement shall include the following items  
 468 needed to fulfill the schedule:

- 469
- 470 (a) Quantity, type, make, and model of equipment.
  - 471
  - 472 (b) The manpower to do the work, specifying worker  
 473 classification.
  - 474
  - 475 (c) The production rate per eight hour day, or the working  
 476 hours established by the contract documents needed to meet  
 477 the time indicated on the schedule. If the production rate is  
 478 not for eight hours, the number of working hours shall be  
 479 indicated.
  - 480
  - 481 (6) Two sets of color time-scaled project evaluation and review  
 482 technique charts ("PERT") using the activity box template of Logic –  
 483 Early Start or such other template designated by the Engineer.
  - 484

485 If the contract documents establish a sequence or order for the work,  
 486 the initial progress schedule shall conform to such sequence or order.

487

488 **(E) Contractor's Continuing Schedule Submittal Requirements.**  
 489 After the acceptance of the initial TSLD and when construction starts, the  
 490 Contractor shall submit four plotted progress schedules, two PERT charts,  
 491 and reports on all construction activities every two weeks (bi-weekly). This  
 492 scheduled bi-weekly submittal shall also include an updated version of the  
 493 project schedule in a computerized software format as specified by the  
 494 Engineer. The submittal shall have all the information needed to re-create  
 495 that time period's TSLD plot and reports. The bi-weekly submittal shall  
 496 include, but not limited to, an update of activities based on actual durations,

## 108.06

497 all new activities and any changes in duration or start or finish dates of any  
498 activity.  
499

500 The Contractor shall submit with every update, in report form  
501 acceptable to the Engineer, a list of changes to the progress schedule since  
502 the previous schedule submittal. The Engineer may change the frequency  
503 of the submittal requirements but may not require a submittal of the  
504 schedule to be more than once a week. The Engineer may decrease the  
505 frequency of the submittal of the bi-weekly schedule.  
506

507 The Contractor shall submit updates of the anticipated work  
508 completion graph, equipment listing, manpower requirement graph or  
509 method statement when requested by the Engineer. The Contractor shall  
510 submit such updates within 4 calendar days from the date of the request by  
511 the Engineer.  
512

513 The Engineer may withhold progress payment until the Contractor is  
514 in compliance with all schedule update requirements  
515

516 **(F) Float.** All float appearing on a schedule is a shared commodity.  
517 Float does not belong to or exist for the exclusive use or benefit of either  
518 the State or the Contractor. The State or the Contractor has the opportunity  
519 to use available float until it is depleted. Float has no monetary value.  
520

521 **(G) Scheduled Meetings.** The Contractor shall meet on a bi-weekly  
522 basis with the Engineer to review the progress schedule. The Contractor  
523 shall have someone attending the meeting that can answer all questions on  
524 the TSLD and other schedule related submittals.  
525

526 **(H) Accelerated Schedule; Early Completion.** If the Contractor  
527 submits an accelerated schedule (shorter than the contract time), the  
528 Engineer's review and acceptance of an accelerated schedule does not  
529 constitute an agreement or obligation by the State to modify the contract  
530 time or completion date. The Contractor is solely responsible for and shall  
531 accept all risks and any delays, other than those that can be directly and  
532 solely attributable to the State, that may occur during the work, until the  
533 contract completion date. The contract time or completion date is  
534 established for the benefit of the State and cannot be changed without an  
535 appropriate change order or Substantial Completion granted by the State.  
536 The State may accept the work before the completion date is established,  
537 but is not obligated to do so.

538 If the TSLD indicates an early completion of the project, the  
539 Contractor shall, upon submittal of the schedule, cooperate with the  
540 Engineer in explaining how it will be achieved. In addition, the Contractor  
541 shall submit the above explanation in writing which shall include the State's  
542 part, if any, in achieving the early completion date. Early completion of the  
543 project shall not rely on changes to the Contract Documents unless  
544 approved by the Engineer.  
545

546 **(I) Contractor Responsibilities.** The Contractor shall promptly  
547 respond to any inquiries from the Engineer regarding any schedule  
548 submission. The Contractor shall adjust the schedule to address directives  
549 from the Engineer and shall resubmit the TSLD package to the Engineer  
550 until the Engineer finds it acceptable.  
551

552 The Contractor shall perform the work in accordance with the  
553 submitted TSLD. The Engineer may require the Contractor to provide  
554 additional work forces and equipment to bring the progress of the work into  
555 conformance with the TSLD at no increase in contract price or contract time  
556 whenever the Engineer determines that the progress of the work does not  
557 insure completion within the specified contract time.  
558

559 **108.07 Weekly Meeting.** In addition to the bi-weekly schedule meetings, the  
560 Contractor shall be available to meet once a week with the Engineer at the time  
561 and place as determined by the Engineer to discuss the work and its progress  
562 including but not limited to, the progress of the project, potential problems,  
563 coordination of work, submittals, erosion control reports, etc. The Contractor's  
564 personnel attending shall have the authority to make decisions and answer  
565 questions.  
566

567 The Contractor shall bring to weekly meetings a detailed work schedule  
568 showing the next three weeks' work. Directly submit an informational copy of the  
569 three-week schedule to the Material Testing Research Branch (MTRB) on the  
570 same day as the weekly meeting is held or was to be held. An informational copy  
571 is for informational use only and requires no response or further action from the  
572 MTRB. Number of copies of the detailed work schedule to be submitted will be  
573 determined by the Engineer. The three-week schedule is in addition to the TSLD  
574 and shall in no way be considered as a substitute for the TSLD or vice versa. The  
575 three-week schedule shall show:  
576

577 **(a)** All construction events, traffic control and BMP related activities in  
578 such detail that the Engineer will be able to determine at what location and  
579 type of work will be done for any day for the next three weeks. This is for  
580 the State to use to plan its manpower requirements for that time period.  
581

582 **(b)** The duration of all events and delays.  
583

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584 (c) The critical path clearly marked in red or marked in a manner that  
585 makes it clearly distinguishable from other paths and is acceptable to the  
586 Engineer.

587  
588 (d) Critical submittals and requests for information (RFI's).

589  
590 (e) The project title, project number, date created, period the schedule  
591 covers, Contractor's name and creator of the schedule on each page.

592  
593 Two working days before each weekly meeting, the Contractor shall  
594 submit a list of outstanding submittals, RFI's, other documents, or issues  
595 that require discussion or needs a response or needs to be expedited.

596  
597 **108.08 Liquidated Damages for Failure to Complete the Work or Portions**  
598 **of the Work on Time.** The actual amount of damages resulting from the  
599 Contractor's failure to complete the contract in a timely manner is difficult to  
600 accurately determine. Therefore, the amount of such damages shall be liquidated  
601 damages as set forth herein and in the special provisions. The State may, at its  
602 discretion, deduct the amount from monies due or that may become due under the  
603 contract.

604  
605 When the Contractor fails to reach substantial completion of the work for  
606 which liquidated damages are specified, within the time or times fixed in the  
607 contract or any extension thereof, in addition to all other remedies for breach that  
608 may be available to the State, the Contractor shall pay liquidated damages to the  
609 State, in the amount of \$ 2,750 per working day.

610  
611 (A) **Liquidated Damages Upon Termination.** If the State terminates  
612 on account of Contractor's default, liquidated damages may be charged  
613 against the defaulting Contractor and its surety until final completion of  
614 work.

615  
616 (B) **Liquidated Damages for Failure to Complete the Punchlist.** The  
617 Contractor shall complete the work on any punchlist created after the pre-  
618 final inspection, within the contract time or any extension thereof.

619  
620 When the Contractor fails to complete the work on such punchlist  
621 within the contract time or any extension thereof, the Contractor shall pay  
622 liquidated damages to the State of 20 percent of the amount of liquidated  
623 damages established for failure to substantially complete the work within  
624 contract time. Liquidated damages shall not be assessed for the period  
625 between:

626  
627 (1) Notice from the Contractor that the project is substantially  
628 complete and the time the punchlist is delivered to the Contractor.

629



630 (2) The date of the completion of punchlist as determined by the  
631 Engineer and the date of the successful final inspection, and

632  
633 (3) The date of the Final Inspection that results in Substantial  
634 Completion and the receipt by the Contractor of the written notice of  
635 Substantial Completion.

636  
637 **(C) Actual Damages Recoverable If Liquidated Damages Deemed**  
638 **Unenforceable.** In the event a court of competent jurisdiction holds that  
639 any liquidated damages assessed pursuant to this contract are  
640 unenforceable, the State will be entitled to recover its actual damages for  
641 Contractor's failure to complete the work, or any designated portion of the  
642 work within the time set by the contract.

643  
644 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In  
645 addition to all other remedies available to the State for Contractor's breach of the  
646 terms of the contract, the Engineer will assess the rental fees in the amount of  
647 \$2,500 for every one-to fifteen-minute increment for each roadway lane or portion  
648 thereof, for each location, for each roadway lane closed to public use or  
649 encroached upon or occupied beyond the time periods authorized in the contract  
650 or by the Engineer. The amount assessed per day shall be \$5,000. The State  
651 may, at its discretion, deduct the amount from monies due or that may become  
652 due under the contract. The rental fee may be waived in whole or part if the  
653 Engineer determines that the unauthorized period of lane closure or occupancy  
654 was due to factors beyond the control of the Contractor. Equipment breakdown is  
655 not a cause to waive lane rental fees.

656  
657 **108.10 Suspension of Work.**

658  
659 **(A) Suspension of Work.** The Engineer may, by written order, suspend  
660 the performance of the work, either in whole or in part, for such periods as  
661 the Engineer may deem necessary, for any cause, including but not limited  
662 to:

663  
664 (1) Weather or soil conditions considered unsuitable for  
665 prosecution of the work.

666  
667 (2) Whenever a redesign that may affect the work is deemed  
668 necessary by the Engineer.

669  
670 (3) Unacceptable noise or dust arising from the construction even  
671 if it does not violate any law or regulation.

672  
673 (4) Failure on the part of the Contractor to:  
674

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- 675 (a) Correct conditions unsafe for the general public or for
- 676 the workers.
- 677
- 678 (b) Carry out orders given by the Engineer.
- 679
- 680 (c) Perform the work in strict compliance with the
- 681 provisions of the contract.
- 682
- 683 (d) Provide adequate supervision on the jobsite.
- 684 (5) The convenience of the State.
- 685

686 **(B) Partial and Total Suspension.** Suspension of work on some but

687 not all items of work shall be considered a “partial suspension”.

688 Suspension of work on all items shall be considered “total suspension”.

689 The period of suspension shall be computed from the date set out in the

690 written order for work to cease until the date of the order for work to

691 resume.

692

693 **(C) Reimbursement to Contractor.** In the event that the Contractor is

694 ordered by the Engineer in writing as provided herein to suspend all work

695 under the contract for the reasons specified in Subsections 108.10(A)(2),

696 108.10(A)(3), or 108.10(A)(5) of the “Suspension of Work” paragraph, the

697 Contractor may be reimbursed for actual direct costs incurred on work at

698 the jobsite, as authorized in writing by the Engineer, including costs

699 expended for the protection of the work. An allowance of 5 percent for

700 indirect categories of delay costs will be paid on any reimbursed direct

701 costs, including extended branch and home-office overhead and delay

702 impact costs. No allowance will be made for anticipated profits. Payment

703 for equipment which is ordered to standby during such suspension of work

704 shall be made as described in Subsection 109.06(H) - Idle and Standby

705 Equipment.

706

707 **(D) Cost Adjustment.** If the performance of all or part of the work is

708 suspended for reasons beyond the control of the Contractor except an

709 adjustment shall be made for any increase in cost of performance of this

710 contract (excluding profit) necessarily caused by such suspension, and the

711 contract modified in writing accordingly.

712

713 However, no adjustment to the contract price shall be made for any

714 suspension, delay, or interruption:

715

- 716 (1) For weather related conditions.
- 717
- 718 (2) To the extent that performance would have been so
- 719 suspended, delayed, or interrupted by any other cause, including the
- 720 fault or negligence of the Contractor.

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(3) Or, for which an adjustment is provided for or excluded under any other provision of this Contract.

**(E) Claims for Adjustment.** Any adjustment in contract price made shall be determined in accordance with Subsections 104.02 – Changes and 104.06 – Methods of Price Adjustment.

Any claims for such compensation shall be filed in writing with the Engineer within 30 days after the date of the order to resume work or the claim will not be considered. The claim shall conform to the requirements of Subsection 107.15(D) – Making of a Claim. The Engineer will take the claim under consideration, may make such investigations as are deemed necessary and will be the sole judge as to the equitability of the claim. The Engineer’s decision will be final.

**(F) No Adjustment.** No provision of this clause shall entitle the Contractor to any adjustments for delays due to failure of its surety, the cancellation or expiration of any insurance coverage required by the contract documents, for suspensions made at the request of the Contractor, for any delay required under the contract, for suspensions, either partial or whole, made by the Engineer under Subsection 108.10(A)(4) of the “Suspension of work” paragraph.

#### **108.11 Termination of Contract for Cause.**

**(A) 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, or commits any other material breach of this contract, and further fails within seven 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 State may take over the work, perform the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, the materials, appliances, and plants 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 State resulting from the Contractor’s refusal or failure to complete the work within the specified time.

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765 **(B) Additional Rights and Remedies.** The rights and remedies of the  
766 State provided in this contract are in addition to any other rights and  
767 remedies provided by law.

768  
769 **(C) Costs and Charges.** All costs and charges incurred by the State,  
770 together with the cost of completing the work under contract, will be  
771 deducted from any monies due or which would or might have become due  
772 to the Contractor had it been allowed to complete the work under the  
773 contract. If such expense exceeds the sum which would have been  
774 payable under the contract, then the Contractor and the surety shall be  
775 liable and shall pay the State the amount of the excess.

776  
777 In case of termination, the Engineer will limit any payment to the  
778 Contractor to the part of the contract satisfactorily completed at the time of  
779 termination. Payment will not be made until the work has satisfactorily been  
780 completed and all required documents, including the tax clearance required  
781 by Subsection 109.11 – Final Payment are submitted by the Contractor.  
782 Termination shall not relieve the Contractor or Surety from liability for  
783 liquidated damages.

784  
785 **(D) Erroneous Termination for Cause.** If, after notice of termination of  
786 the Contractor's right to proceed under this section, it is determined for any  
787 reason that good cause did not exist to allow the State to terminate as  
788 provided herein, the rights and obligations of the parties shall be the same  
789 as, and the relief afforded the Contractor shall be limited to, the provisions  
790 contained in Subsection 108.12 – Termination for Convenience.

## 791 792 **108.12 Termination For Convenience.**

793  
794 **(A) Terminations.** The Director may, when the interests of the State so  
795 require, terminate this contract in whole or in part, for the convenience of  
796 the State. The Director will give written notice of the termination to the  
797 Contractor specifying the part of the contract terminated and when  
798 termination becomes effective.

799  
800 **(B) Contractor's Obligations.** The Contractor shall incur no further  
801 obligations in connection with the terminated work and on the date set in  
802 the notice of termination the Contractor shall stop work to the extent  
803 specified. The Contractor shall also terminate outstanding orders and  
804 subcontracts as they relate to the terminated work. The Contractor shall  
805 settle the liabilities and claims arising out of the termination of subcontracts  
806 and orders connected with the terminated work subject to the State's  
807 approval. The Engineer may direct the Contractor to assign the  
808 Contractor's right, title, and interest under terminated orders or subcontracts  
809 to the State. The Contractor must still complete the work not terminated by  
810 the notice of termination and may incur obligations as necessary to do so.

811  
812 **(C) Right to Construction and Goods.** The Engineer may require the  
813 Contractor to transfer title and to deliver to the State in the manner and to  
814 the extent directed by the Engineer, the following:

815  
816 **(1)** Any completed work.

817  
818 **(2)** Any partially completed construction, goods, materials, parts,  
819 tools, dies, jigs, fixtures, drawings, information, and contract rights  
820 (hereinafter called "construction material") that the Contractor has  
821 specifically produced or specially acquired for the performance of the  
822 terminated part of this contract.

823  
824 **(3)** The Contractor shall protect and preserve all property in the  
825 possession of the Contractor in which the State has an interest. If  
826 the Engineer does not elect to retain any such property, the  
827 Contractor shall use its best efforts to sell such property and  
828 construction materials for the State's account in accordance with the  
829 standards of HRS Chapter 490:2-706.

830  
831 **(D) Compensation.**

832  
833 **(1)** The Contractor shall submit a termination claim specifying the  
834 amounts due because of the termination for convenience together  
835 with cost or pricing data, submitted to the extent required by HAR  
836 Subchapter 15, Chapter 3-122. If the Contractor fails to file a  
837 termination claim within one year from the effective date of  
838 termination, the Engineer may pay the Contractor, if at all, an amount  
839 set in accordance with Subsection 108.12(D)(3).

840  
841 **(2)** The Engineer and the Contractor may agree to a settlement  
842 provided the Contractor has filed a termination claim supported by  
843 cost or pricing data submitted as required and that the settlement  
844 does not exceed the total contract price plus settlement costs  
845 reduced by payments previously made by the State, the proceeds of  
846 any sales of construction, supplies, and construction materials under  
847 Subsection 108.12(C)(3), and the proportionate contract price of the  
848 work not terminated.

849  
850 **(3)** Absent complete agreement, the Engineer will pay the  
851 Contractor the following amounts less any payments previously  
852 made under the contract:

853  
854 **(a)** The cost of all contract work performed prior to the  
855 effective date of the notice of termination work plus a 5  
856 percent markup on the actual direct costs, including amounts

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857 paid to subcontractor, less amounts paid or to be paid for  
858 completed portions of such work; provided, however, that if it  
859 appears that the Contractor would have sustained a loss if the  
860 entire contract would have been completed, no markup shall  
861 be allowed or included and the amount of compensation shall  
862 be reduced to reflect the anticipated rate of loss. No  
863 anticipated profit or consequential damage will be due or paid.  
864

865 **(b)** Subcontractors shall be paid a markup of 10 percent on  
866 their direct job costs incurred to the date of termination. No  
867 anticipated profit or consequential damage will be due or paid  
868 to any subcontractor. These costs must not include payments  
869 made to the Contractor for subcontract work during the  
870 contract period.  
871

872 **(c)** The total sum to be paid the Contractor shall not  
873 exceed the total contract price reduced by the amount of any  
874 sales of construction supplies, and construction materials.  
875

876 **(4)** Cost claimed, agreed to, or established by the State shall be  
877 in accordance with HAR Chapter 3-123.  
878

## 879 **108.13 Pre-Final and Final Inspections.**

880  
881 **(A) Inspection Requirements.** Before the Engineer undertakes a final  
882 inspection of any work, a pre-final inspection must first be conducted. The  
883 Contractor shall notify the Engineer that the work has reached substantial  
884 completion and is ready for pre-final inspection.  
885

886 **(B) Pre-Final Inspection.** Before notifying the Engineer that the work  
887 has reached substantial completion, the Contractor shall inspect the project  
888 and test all installed items with all of its subcontractors as appropriate. The  
889 Contractor shall also submit the following documents as applicable to the  
890 work:  
891

892 **(1)** All written guarantees required by the contract.  
893

894 **(2)** Two accepted final field-posted drawings as specified in  
895 Section 648 – Field-Posted Drawings;  
896

897 **(3)** Complete weekly certified payroll records for the Contractor  
898 and Subcontractors.  
899

900 **(4)** Certificate of Plumbing and Electrical Inspection.  
901

902 **(5)** Certificate of building occupancy as required.

- 903  
904           **(6)**    Certificate of Soil and Wood Treatments.  
905  
906           **(7)**    Certificate of Water System Chlorination.  
907  
908           **(8)**    Certificate of Elevator Inspection, Boiler and Pressure Pipe  
909           Inspection.  
910  
911           **(9)**    Maintenance Service Contract and two copies of a list of all  
912           equipment installed.  
913  
914           **(10)** Current Tax clearance. The contractor will be required to  
915           submit an additional tax clearance certificate when the final payment  
916           is made.  
917  
918           **(11)** And any other final items and submittals required by the  
919           contract documents.

920  
921   **(C) Procedure.** When in compliance with the above requirements, the  
922   Contractor shall notify the Engineer in writing that the project has reached  
923   substantial completion and is ready for pre-final inspection.  
924

925           The Engineer will then make a preliminary determination as to  
926           whether or not the project is substantially complete and ready for pre-final  
927           inspection. The Engineer may, in writing, postpone the pre-final inspection  
928           until all the items listed in Subsection 108.13(B) - Pre-Final Inspection, are  
929           submitted and accepted or in the sole opinion of the Engineer the work is  
930           not substantially complete or a combination of both. The Engineer may give  
931           a waiver to the Contract Document requirements for the pre-final, which will  
932           be written, only if the waiver can justify that it is in the best interest of the  
933           State to do so.  
934

935           If in the sole opinion of the Engineer, the project's work status is not  
936           substantially complete, the Engineer may deny the pre-inspection from  
937           being held until it is a qualifying condition. The Engineer may at its sole  
938           discretion provide the Contractor a punchlist of specific deficiencies in  
939           writing which shall be corrected or finished before the work will be ready for  
940           a pre-final inspection. The Engineer needs to do so only if in its sole  
941           opinion the project's status of the work is near or at an acceptable condition  
942           for a pre-final inspection. The Contractor shall use due diligence to make  
943           the project's work status acceptable for a pre-final inspection before  
944           requesting one. The Engineer may add to or otherwise modify this  
945           punchlist from time to time. The Contractor shall take immediate action to  
946           correct the deficiencies and must repeat all steps described above including  
947           written notification.  
948

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949           If the Engineer finds the work status is substantially complete after a  
950 pre-final inspection but finds deficiencies that are required to be corrected  
951 before the work is ready for a final inspection, the Engineer will prepare in  
952 writing and deliver to the Contractor a punchlist describing such  
953 deficiencies.

954  
955           After the Engineer is satisfied that the project appears substantially  
956 complete a final inspection shall be scheduled within ten working days after  
957 receipt of the Contractor's latest letter of notification that the project is ready  
958 for final inspection.

959  
960           At any time before final acceptance, the Engineer may revoke the  
961 determination of substantial completion if the Engineer finds that it was not  
962 warranted and will notify the Contractor in writing the reasons therefore  
963 together with a description of the deficiencies negating the declaration.

964  
965           When the date of substantial completion has been determined by the  
966 State, liquidated damages for the failure to complete the punchlist, if due to  
967 the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated  
968 Damages for Failure to Complete the Punchlist.

969  
970 **(D) Punchlist; Clean Up and Final Inspection.** Upon receiving a  
971 punchlist after pre-final inspection, the Contractor shall promptly devote all  
972 required time, labor, equipment, materials and incidentals to correct and  
973 remedy all punchlist deficiencies. The Engineer may add to or otherwise  
974 modify this punchlist until substantial completion of the project.

975  
976           Before final inspection of the work, the Contractor shall clean all  
977 ground occupied by the Contractor in connection with the work of all  
978 rubbish, excess materials temporary structures and equipment, shall  
979 remove all graffiti and defacement of the work and all parts of the work and  
980 the worksite must be left in a neat and presentable condition to the  
981 satisfaction of the Engineer.

982  
983           Final inspection will occur within ten working days after the  
984 Contractor notifies the Engineer in writing that all punchlist deficiencies  
985 remaining after the pre-final inspection have been completed and the  
986 Engineer concurs. If the Engineer determines that deficiencies still remain  
987 at the final inspection, the work will not be accepted and the Engineer will  
988 notify the Contractor, in writing, of the deficiencies which shall be corrected  
989 and the steps above repeated.

990  
991           If the Contractor fails to correct the deficiencies and complete the  
992 work by the established or agreed date, the State may correct the  
993 deficiencies by whatever method it deems appropriate and deduct the cost  
994 from any payments due the Contractor.



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996 **108.14 Substantial Completion and Final Acceptance.**

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**(A) Substantial Completion.** When the Engineer finds that the Contractor has satisfactorily completed all work for the project in compliance with the contract, with the exception of the planting period and the plant establishment period, the Engineer will notify the Contractor, in writing, of the project's substantial completion, effective as of the date of the final inspection. The substantial completion date shall determine end of contract time and relieve contractor of any additional accumulation of liquidated damages for failure to complete the punchlist.

**(B) Final Acceptance.** When the Engineer finds that the Contractor has satisfactorily completed all contract work in compliance with the contract including all plant establishment requirements, and all the materials have been accepted by the State, the Engineer will issue a Final Acceptance Letter. The Final Acceptance date shall determine the commencement of all guaranty periods subject to Subsection 108.16 – Contractor's Responsibility for Work; Risk of Loss or Damage.

**108.15 Use of Structure or Improvement.** The State has 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 used by the State before final acceptance, the Contractor is not relieved of its responsibility to protect and preserve all the work until final acceptance.

**108.16 Contractor's Responsibility for Work; Risk of Loss or Damage.** Until the written notice of final acceptance has been received, the Contractor shall take every precaution against loss or damage to any part of the work by the action of the elements or from any other cause whatsoever, whether arising from the performance or from the non-performance of the work. The Contractor shall rebuild, repair, restore and make good all loss or damage to any portion of the work resulting from any cause before its receipt of the written notice of final acceptance and shall bear the risk and expense thereof.

The risk of loss or damage to the work from any hazard or occurrence that may or may not be covered by a builder's risk policy is that of the Contractor and Surety, unless such risk of loss is placed elsewhere by express language in the contract documents.

**108.17 Guarantee of Work.**

**(1)** Regardless of, and in addition to, any manufacturers' warranties, all work and equipment shall be guaranteed by the Contractor against defects

**108.06**

1040 in materials, equipment or workmanship for one year from the date of final  
1041 acceptance or as otherwise specified in the contract documents.

1042  
1043 **(2)** When the Engineer determines that repairs or replacements of any  
1044 guaranteed work and equipment is necessary due to materials, equipment,  
1045 or workmanship which are inferior, defective, or not in accordance with the  
1046 terms of the contract, the Contractor shall, at no increase in contract price  
1047 or contract time, and within five working days of receipt of written notice  
1048 from the State, commence to all of the following:

1049  
1050 **(a)** Correct all noted defects and make replacements, as directed  
1051 by the Engineer, in the equipment and work.

1052  
1053 **(b)** Repair or replace to new or pre-existing condition any  
1054 damages resulting from such defective materials, equipment or  
1055 installation thereof.

1056  
1057 **(3)** The State will be entitled to the benefit of all manufacturers and  
1058 installers warranties that extend beyond the terms of the Contractor's  
1059 guaranty regardless of whether or not such extended warranty is required  
1060 by the contract documents. The Contractor shall prepare and submit all  
1061 documents required by the providers of such warranties to make them  
1062 effective, and submit copies of such documents to the Engineer. If an  
1063 available extended warranty cannot be transferred or assigned to the State  
1064 as the ultimate user, the Contractor shall notify the Engineer who may direct  
1065 that the warranted items be acquired in the name of the State as purchaser.

1066  
1067 **(4)** If a defect is discovered during a guarantee period, all repairs and  
1068 corrections to the defective items when corrected shall be guaranteed for a  
1069 new duration equal to the original full guarantee period. The running of the  
1070 guarantee period shall be suspended for all other work affected by any  
1071 defect. The guarantee period for all other work affected by any such defect  
1072 shall restart for its remaining duration upon confirmation by the Engineer  
1073 that the deficiencies have been repaired or remedied.

1074  
1075 **(5)** Nothing in this section is intended to limit or affect the State's rights  
1076 and remedies arising from the discovery of latent defects in the work after  
1077 the expiration of any guarantee period.

1078  
1079 **108.18 No Waiver of Legal Rights.** The following will not operate or be  
1080 considered as a waiver of any portion of the contract, or any power herein  
1081 reserved, or any right to damages provided herein or by law:

1082  
1083 **(1)** Any payment for, or acceptance of, the whole or any part of the work.

1084  
1085 **(2)** Any extension of time.

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- (3) Any possession taken by the Engineer.

A waiver of any notice requirement or of any noncompliance with the contract will not be held to be a waiver of any other notice requirement or any other noncompliance with the contract.

**108.19 Final Settlement of Contract.**

**(A) Closing Requirements.** The contract will be considered settled after the project acceptance date and when the following items have been satisfactorily submitted, where applicable:

- (1) All written guarantees required by the contract.
- (2) Complete and certified weekly payrolls for the Contractor and its subcontractor's.
- (3) Certificate of plumbing and electrical inspection.
- (4) Certificate of building occupancy.
- (5) Certificate for soil treatment and wood treatment.
- (6) Certificate of water system chlorination.
- (7) Certificate of elevator inspection, boiler and pressure pipe installation.
- (8) Tax clearance.
- (9) All other documents required by the Contract or by law.

**(B) Failure to Meet Closing Requirements.** The Contractor shall meet the applicable closing requirements within 60 days from the date of Project Acceptance or the agreed to Punchlist complete date. Should the Contractor fail to comply with these requirements, the Engineer may terminate the contract for cause.”

**END OF SECTION 108**

1                                   **SECTION 109 – MEASUREMENT AND PAYMENT**

2  
3    Make the following amendment to said Section:

4  
5    **(I) Amend Subsection 109.05 Allowances for Overhead and Profit** by  
6    revising lines 101 to 110 to read as follows:

7  
8                                   **“(1) 20 percent of the direct cost for any work performed by the**  
9                                   **Contractor’s own labor force.**

10  
11                                  **(2) 20 percent of the direct cost for any work performed by each**  
12                                  **subcontractor’s own labor force.**

13  
14                                  **(3) For the Contractor or any subcontractor for work performed**  
15                                  **by their respective subcontractor or tier subcontractor, 10 percent**  
16                                  **of the amount due to the performing subcontractor or tier**  
17                                  **subcontractor.”**

18  
19    **(II) Amend Subsection 109.08(B) Payment for Material On Hand** by  
20    revising lines 421 to 423 to read as follows:

21  
22                                  **“(2) The materials shall be stored and handled in accordance**  
23                                  **with Subsection 105.14 – Storage and Handling of Materials and**  
24                                  **Equipment.”**

25  
26  
27    **(III) Amend Subsection 109.11 Final Payment** by revising lines 568 to 576  
28    to read as follows:

29  
30                                  **“(3) A current “Certificate of Vendor Compliance” issued by the**  
31                                  **Hawaii Compliance Express (HCE). The Certificate of Vendor**  
32                                  **Compliance is used to certify the Contractor’s compliance with**

33  
34                                  **(a) Section 103D-328, HRS (for all contracts \$25,000 or**  
35                                  **more) which requires a current tax clearance certificate**  
36                                  **issued by the Hawaii State Department of Taxation and the**  
37                                  **Internal Revenue Service;**

38  
39                                  **(b) Chapters 383, 386, 392, and 393, HRS; and**

40  
41                                  **(c) Subsection 103D-310(c), HRS. The State reserves**  
42                                  **the right to verify that compliance is current prior to the**  
43                                  **issuance of final payment. Contractors are advised that non-**  
44                                  **compliance status will result in final payment being withheld**  
45                                  **until compliance is attained.**

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Sums necessary to meet the claims of any governmental agencies may be withheld from the sums due the Contractor until said claims have been fully and completely discharged or otherwise satisfied.”

**END OF SECTION 109**

1 Amend **Section 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION**  
2 **CONTROL** to read as follows:

3  
4  
5 **“SECTION 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION**  
6 **CONTROL**

7  
8 **209.01 Description.** This section describes the following:

9  
10 **(A)** Including detailed plans, diagrams, and written Site-Specific Best  
11 Management Practices (BMP); constructing, maintaining, and repairing  
12 temporary water pollution, dust, and erosion control measures at the project  
13 site, including local material sources, work areas and haul roads; removing  
14 and disposing hazardous wastes; control of fugitive dust (defined as  
15 uncontrolled emission of solid airborne particulate matter from any source  
16 other than combustion); and complying with applicable State and Federal  
17 permit conditions.

18  
19 **(B)** Work associated with construction stormwater, dewatering, and  
20 hydrotesting activities and complying with conditions of the National Pollutant  
21 Discharge Elimination System (NPDES) permit(s) authorizing discharges  
22 associated with construction stormwater, dewatering, and hydrotesting  
23 activities.

24  
25 **(C)** Potential pollutant identification and mitigation measures are listed in  
26 Appendix A for use in the development of the Contractor’s Site-Specific BMP.

27  
28 Requirements of this section also apply to construction support  
29 activities including concrete or asphalt batch plants, rock crushing plants,  
30 equipment staging yards/areas, material storage areas, excavated material  
31 disposal areas, and borrow areas located outside the State Right-of-Way.  
32 For areas serving multiple construction projects, or operating beyond the  
33 completion of the construction project in which it supports, the Contractor  
34 shall be responsible for securing the necessary permits, clearances, and  
35 documents, and following the conditions of the permits and clearances, at no  
36 cost to the State.

37  
38 **209.02 Materials.** Comply with applicable materials described in Chapters 2 and  
39 3 of the current HDOT “Construction Best Management Practices Field Manual”. In  
40 addition, the materials shall comply with the following:

41  
42 **(A) Grass.** Grass shall be a quick growing species such as rye grass,  
43 Italian rye grass, or cereal grasses. Grass shall be suitable to the area and  
44 provide a temporary cover that will not compete later with permanent cover.  
45 Alternative grasses are allowable if acceptable to the Engineer.  
46

47 **(B) Fertilizer and Soil Conditioners.** Fertilizer and soil conditioners shall  
48 be a standard commercial grade acceptable to the Engineer. Fertilizer shall  
49 conform to Subsection 619.02(H)(1) - Commercial Fertilizer.

50  
51 **(C) Hydro-mulching.** Hydro-mulching used as a temporary vegetative  
52 stabilization measure shall consist of materials in Subsections 209.02(A) -  
53 Grass, and 209.02(B) – Fertilizer and Soil Conditioners. Mulches shall be  
54 recycled materials including bagasse, hay, straw, wood cellulose bark, wood  
55 chips, or other material acceptable to the Engineer. Mulches shall be clean  
56 and free of noxious weeds and deleterious materials. Potable water shall  
57 meet the requirements of Subsection 712.01 - Water. Submit alternate  
58 sources of irrigation water for the Engineer’s acceptance if deviating from  
59 712.01 - Water. Installation and other requirements shall be in accordance  
60 with portions of Section 641- Hydro-Mulch Seeding including 641.02(D) - Soil  
61 and Mulch Tackifier, 641.03(A) – Seeding, and 641.03(B) - Planting Period.  
62 Install non-vegetative controls including mulch or rolled erosion control  
63 products while the vegetation is being established. Water and fertilize grass.  
64 Apply fertilizer as recommended by the manufacturer. Replace grass the  
65 Engineer considers unsuitable or sick. Remove and dispose of trash and  
66 debris. Remove invasive species. Mow as needed to prevent site or signage  
67 obstructions, fire hazard, or nuisance to the public. Do not remove down  
68 stream sediment control measures until the vegetation is uniformly  
69 established, including no large bare areas, and provides 70 percent of the  
70 density of pre-disturbance vegetation. Temporary vegetative stabilization  
71 shall not be used longer than one year.

72  
73 **(D) Silt Fences.** Comply with ASTM D6462, Standard Practice for Silt  
74 Fence Installation.

75  
76 Alternative materials or methods to control, prevent, remove and dispose  
77 pollution are allowable if acceptable to the Engineer.

78  
79 **209.03 Construction.**

80  
81 **(A) Preconstruction Requirements.**

82  
83 **(1) Water Pollution, Dust, and Erosion Control Meeting.**  
84 Schedule a water pollution, dust, and erosion control meeting with the  
85 Engineer after Site-Specific BMP is accepted in writing by the  
86 Engineer. Meeting shall be scheduled a minimum of 7 calendar days  
87 prior to the Start Work Date. Discuss sequence of work, plans and  
88 proposals for water pollution, dust, and erosion control.  
89

90 **(2) Water Pollution, Dust, and Erosion Control Submittals.**

91 Submit a Site-Specific BMP Plan within 21 calendar days of date of  
92 award. Submission of complete and acceptable Site-Specific BMP  
93 Plan is the sole responsibility of the Contractor and additional contract  
94 time will not be issued for delays due to incompleteness. Include the  
95 following:

96  
97 **(a)** Written description of activities to minimize water  
98 pollution and soil erosion into State waters, drainage or sewer  
99 systems. BMP shall include the following:

100  
101 **1.** An identification of potential pollutants and their  
102 sources.

103  
104 **2.** A list of all materials and heavy equipment to be  
105 used during construction.

106  
107 **3.** Descriptions of the methods and devices used to  
108 minimize the discharge of pollutants into State waters,  
109 drainage or sewer systems.

110  
111 **4.** Details of the procedures used for the  
112 maintenance and subsequent removal of any erosion or  
113 siltation control devices.

114  
115 **5.** Methods of removing and disposing hazardous  
116 wastes encountered or generated during construction.

117  
118 **6.** Methods of removing and disposing concrete and  
119 asphalt pavement cutting slurry, concrete curing water,  
120 and hydrodemolition water.

121  
122 **7.** Spill Control and Prevention and Emergency Spill  
123 Response Plan.

124  
125 **8.** Fugitive dust control, including dust from grinding,  
126 sweeping, or brooming off operations or combination  
127 thereof.

128  
129 **9.** Methods of storing and handling of oils, paints  
130 and other products used for the project.

131  
132 **10.** Material storage and handling areas, and other  
133 staging areas.

134  
135 **11.** Concrete truck washouts.



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- 12.** Concrete waste control.
- 13.** Fueling and maintenance of vehicles and other equipment.
- 14.** Tracking of sediment offsite from project entries and exits.
- 15.** Litter management.
- 16.** Toilet facilities.
- 17.** Other factors that may cause water pollution, dust and erosion control.

**(b)** Provide plans indicating location of water pollution, dust and erosion control devices; provide plans and details of BMPs to be installed or utilized; show areas of soil disturbance in cut and fill, indicate areas used for construction staging and storage including items (1) through (17) above, storage of aggregate (indicate type of aggregate), asphalt cold mix, soil or solid waste, equipment and vehicle parking, and show areas where vegetative practices are to be implemented. Indicate intended drainage pattern on plans. Include flow arrows. Include separate drawing for each phase of construction that alters drainage patterns. Indicate approximate date when device will be installed and removed.

**(c)** Construction schedule.

**(d)** Name(s) of specific individual(s) designated responsible for water pollution, dust, and erosion controls on the project site. Include home, cellular, and business telephone numbers, fax numbers, and e-mail addresses.

**(e)** Description of fill material to be used.

**(f)** For projects with an NPDES Permit for Construction Activities, submit information to address all sections in the Storm Water Pollution Prevention Plan (SWPPP).

**(g)** For projects with an NPDES Permit, information required for compliance with the conditions of the Notice of General Permit Coverage (NGPC)/NPDES Permit.

181 (h) Site-Specific BMP Review Checklist. The checklist may  
182 be downloaded from HDOT's Stormwater Management  
183 website at <http://stormwaterhawaii.com>.  
184

185 Date and sign Site-Specific BMP Plan. Keep accepted  
186 copy on site or at an accessible location so that it can be made  
187 available at the time of an on-site inspection or upon request by  
188 the Engineer, HDOT Third-Party Inspector, and/or DOH/EPA  
189 Representative. Amendments to the Site-Specific BMP Plan  
190 shall be included with original Site-Specific BMP Plan. Modify  
191 SWPPP if necessary to conform to revisions. Include date of  
192 installation and removal of Site-Specific BMP measures.  
193 Obtain written acceptance by the Engineer before  
194 implementing revised Site-Specific BMPs in the field.  
195

196 Follow the guidelines in the current HDOT "Construction  
197 Best Management Practices Field Manual", in developing,  
198 installing, and maintaining Site-Specific BMPs for all projects.  
199 For any conflicting requirements between the Manual and  
200 applicable bid documents, the applicable bid documents will  
201 govern. Should a requirement not be clearly described within  
202 the applicable bid documents, notify the Engineer immediately  
203 for interpretation. For the purposes of clarification "applicable  
204 bid documents" include the construction plans, standard  
205 specifications, special provisions, Permits, and the SWPPP  
206 when applicable.  
207

208 Follow Honolulu's City and County "Rules for Soil  
209 Erosion Standards and Guidelines" for all projects on Oahu.  
210 Use respective Soil Erosion Guidelines for Maui, Kauai and  
211 Hawaii projects.  
212

213 **(B) Construction Requirements.** Do not begin work until submittals  
214 detailed in Subsection 209.03(A)(2) - Water Pollution, Dust, and Erosion  
215 Control Submittals are completed and accepted in writing by the Engineer.  
216

217 Install, maintain, monitor, repair and replace site-specific BMP  
218 measures, such as for water pollution, dust and erosion control; installation,  
219 monitoring, and operation of hydrotesting activities; removal and disposal of  
220 hazardous waste indicated on plans, concrete cutting slurry, concrete curing  
221 water; or hydrodemolition water. Site-Specific BMP measures shall be in  
222 place, functional and accepted by HDOT personnel prior to initiating any  
223 ground disturbing activities.  
224

225 If necessary, furnish and install rain gage in a secure location prior to  
226 field work including installation of site-specific BMP. Provide rain gage with  
227 a tolerance of at least 0.05 inches of rainfall. Install rain gage on project site  
228 in an area that will not deter rainfall from entering the gate opening. Do not  
229 install in a location where rain water may splash into rain gage. The rain  
230 gage installation shall be stable and plumbed. Maintain rain gage and  
231 replace rain gage that is stolen, does not function properly or accurately, is  
232 worn out, or needs to be relocated. Do not begin field work until rain gage is  
233 installed and Site-Specific BMPs are in place. Rain gage data logs shall be  
234 readily available. Submit rain gage data logs weekly to the Engineer.

235  
236 Address all comments received from the Engineer.

237  
238 Modify and resubmit plans and construction schedules to correct  
239 conditions that develop during construction which were unforeseen during  
240 the design and pre-construction stages.

241  
242 Coordinate temporary control provisions with permanent control  
243 features throughout the construction and post-construction period.

244  
245 Limit maximum surface area of earth material exposed at any time to  
246 300,000 square feet. Do not expose or disturb surface area of earth material  
247 (including clearing and grubbing) until BMP measures are installed and  
248 accepted in writing by the Engineer. Protect temporarily or permanently  
249 disturbed soil surface from rainfall impact, runoff and wind before end of the  
250 work day.

251  
252 Immediately initiate stabilizing exposed soil areas upon completion of  
253 earth disturbing activities for areas permanently or temporarily ceased on any  
254 portion of the site. Earth-disturbing activities have permanently ceased when  
255 clearing and excavation within any area of the construction site that will not  
256 include permanent structures has been completed. Earth-disturbing  
257 activities have temporarily ceased when clearing, grading, and excavation  
258 within any area of the site that will not include permanent structures will not  
259 resume for a period of 14 or more calendar days, but such activities will  
260 resume in the future. The term "immediately" is used in this section to define  
261 the deadline for initiating stabilization measures. "Immediately" means as  
262 soon as practicable, but no later than the end of the next work day, following  
263 the day when the earth-disturbing activities have temporarily or permanently  
264 ceased.

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For projects with an NPDES Permit for Construction activities:

**(1)** For construction areas discharging into waters not impaired for nutrients or sediments, complete initial stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.

**(2)** For construction areas discharging into nutrient or sediment impaired waters, complete initial stabilization within 7 calendar days after the temporary or permanent cessation of earth-disturbing activities.

For projects without an NPDES Permit for Construction activities, complete initial stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.

Any of the following types of activities constitutes initiation of stabilization:

**(1)** Prepping the soil for vegetative or non-vegetative stabilization;

**(2)** Applying mulch or other non-vegetative product to the exposed area;

**(3)** Seeding or planting the exposed area;

**(4)** Starting any of the activities in items (1) – (3) above on a portion of the area to be stabilized, but not on the entire area; and

**(5)** Finalizing arrangements to have stabilization product fully installed in compliance with the deadline for completing initial stabilization activities.

Any of the following types of activities constitutes completion of initial stabilization activities:

**(1)** For vegetative stabilization, all activities necessary to initially seed or plant the area to be stabilized; and/or

**(2)** For non-vegetative stabilization, the installation or application of all such non-vegetative measures.

307 If the Contractor is unable to meet the deadlines above due to  
308 circumstances beyond the Contractor's control, and the Contractor is using  
309 vegetative cover for temporary or permanent stabilization, the Contractor  
310 may comply with the following stabilization deadlines instead as agreed to by  
311 the Engineer:

312  
313 (1) Immediately initiate, and complete within the timeframe shown  
314 above, the installation of temporary non-vegetative stabilization  
315 measures to prevent erosion;

316  
317 (2) Complete all soil conditioning, seeding, watering or irrigation  
318 installation, mulching, and other required activities related to the  
319 planting and initial establishment of vegetation as soon as conditions  
320 or circumstances allow it on the site; and

321  
322 (3) Notify and provide documentation to the Engineer the  
323 circumstances that prevent the Contractor from meeting the deadlines  
324 above for stabilization and the schedule the Contractor will follow for  
325 initiating and completing initial stabilization and as agreed to by the  
326 Engineer.

327  
328 Follow the applicable requirements of the specifications and special  
329 provisions including Section 619 Planting and Section 641 Hydro-Mulch  
330 Seeding.

331  
332 Immediately after seeding or planting the area to be vegetatively  
333 stabilized, to the extent necessary to prevent erosion on the seeded or  
334 planted area, select, design, and install non-vegetative erosion controls that  
335 provide cover (e.g., mulch, rolled erosion control products) to the area while  
336 vegetation is becoming established.

337  
338 Protect exposed or disturbed surface area with mulches, grass seeds  
339 or hydromulch. Spray mulches at a rate of 2,000 pounds per acre. Add  
340 tackifier to mix at a rate of 85 pounds per acre. Apply grass seeds at a rate  
341 of 125 pounds per acre. For hydromulch, use the ingredients and rates  
342 required for mulches and grass seeds. Submit recommendations from a  
343 licensed Landscape Architect when deviating from the application rates  
344 above.

345  
346 Apply fertilizer to mulches, grass seed or hydromulch per  
347 manufacturer's recommendations. Submit recommendations from a licensed  
348 Landscape Architect when deviating from the manufacturer's  
349 recommendations.

350  
351 Install velocity dissipation measures when exposing erodible surfaces  
352 greater than 15 feet in height.

353  
354 BMP measures shall be in place and operational at the end of work  
355 day or as required by Section 209.03(B) Construction Requirements.  
356

357 Install and maintain either or both stabilized construction entrances  
358 and wheel washes to minimize tracking of dirt and mud onto roadways.  
359 Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other  
360 material tracked onto the road, sidewalk, or other paved area by the end of  
361 the same day in which the track-out occurs. Modify stabilized construction  
362 entrances to prevent mud from being tracked onto road. Stabilize entire  
363 access roads if necessary.  
364

365 Chemicals may be used as soil stabilizers for either or both erosion  
366 and dust control if acceptable to the Engineer.  
367

368 Provide temporary slope drains of rigid or flexible conduits to carry  
369 runoff from cuts and embankments. Provide portable flume at the entrance.  
370 Shorten or extend temporary slope drains to ensure proper function.  
371

372 Protect ditches, channels, and other drainageways leading away from  
373 cuts and fills at all times by either:  
374

- 375 (1) Hydro-mulching the lower region of embankments in the  
376 immediate area.
- 377
- 378 (2) Installing check dams and siltation control devices.  
379
- 380 (3) Other methods acceptable to the Engineer.  
381

382 Provide for controlled discharge of waters impounded, directed, or  
383 controlled by project activities or erosion control measures.  
384

385 Cover exposed surface of materials completely with tarpaulin or  
386 similar device when transporting aggregate, soil, excavated material or  
387 material that may be source of fugitive dust.  
388

389 Cleanup and remove any pollutant that can be attributed to the  
390 Contractor.  
391

392 Install or modify Site-Specific BMP measures due to change in the  
393 Contractor's means and methods, or for omitted condition that should have  
394 been allowed for in the accepted Site-Specific BMP or a Site-Specific BMP  
395 that replaces an accepted Site-Specific BMP that is not satisfactorily  
396 performing. Modifications to Site-Specific BMP measures shall be accepted  
397 in writing by the Engineer prior to implementation.  
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Properly maintain all Site-Specific BMP measures.

For projects with an NPDES Permit for Construction Activities:

**(1)** For construction areas discharging into nutrient or sediment impaired waters, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

**(a)** Weekly.

**(b)** Within 24 hours of any rainfall of 0.25 inch or greater which occurs in a 24-hour period.

**(c)** When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

**(2)** For construction areas discharging to waters not impaired for nutrients or sediments, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

**(a)** Weekly.

**(b)** When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

For projects without an NPDES Permit for Construction activities, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

**(a)** Weekly.

**(b)** When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

Temporarily remove, replace or relocate any Site-Specific BMP that must be removed, replaced or relocated due to potential or actual flooding, or potential danger or damage to project or public.

Maintain records of inspections of Site-Specific BMP work. Keep continuous records for duration of the project. Submit copy of Inspection Report to the Engineer within 24 hours after each inspection.

The Contractor's designated representative specified in Subsection 209.03(A)(2)(d) shall address any Site-Specific BMP deficiencies brought up by the Engineer immediately, including weekends and holidays, and complete work to fix the deficiencies by the close of the next work day if the

445 problem does not require significant repair or replacement, or if the problem  
446 can be corrected through routine maintenance. Address any Site-Specific  
447 BMP deficiencies brought up by the State's Third-Party Inspector in the  
448 timeframe above or as specified in the Consent Decree or MS4 NPDES  
449 Permit, whichever is more stringent. The Consent Decree timeframe  
450 requirement applies statewide. The MS4 NPDES Permit only applies to  
451 Oahu. In this section, "immediately" means the Contractor shall take all  
452 reasonable measures to minimize or prevent discharge of pollutants until a  
453 permanent solution is installed and made operational. If a problem is  
454 identified at a time in the day in which it is too late to initiate repair, initiation  
455 of repair shall begin on the following work day. When installation of a new  
456 pollution prevention control or a significant repair is needed, complete  
457 installation or repair no later than 7 calendar days from the time of  
458 notification/Contractor discovery. Notify the Engineer and document why it  
459 is infeasible to complete the installation or repair within 7 calendar days and  
460 complete the work as soon as practicable and as agreed to by the Engineer.  
461 Address Site-Specific BMP deficiencies discovered by the Contractor within  
462 the timeframe above. The Contractor's failure to satisfactorily address these  
463 Site-Specific BMP deficiencies, the Engineer reserves the right to employ  
464 outside assistance or use the Engineer's own labor forces to provide  
465 necessary corrective measures. The Engineer will charge the Contractor  
466 such incurred costs plus any associated project engineering costs. The  
467 Engineer will make appropriate deductions from the Contractor's monthly  
468 progress estimate. Failure to apply Site-Specific BMP measures may result  
469 in one or more of the following: assessment of liquidated damages,  
470 suspension, or cancellation of Contract with the Contractor being fully  
471 responsible for all additional costs incurred by the State.

472  
473 **(C) Discharges of Storm Water Associated with Construction**  
474 **Activities.** If work includes disturbance of one acre or more, an NPDES  
475 Permit authorizing Discharges of Storm Water Associated with Construction  
476 Activity (CWB-NOI Form C) or Individual Permit authorizing storm water  
477 discharges associated with construction activity is required from the  
478 Department of Health Clean Water Branch (DOH-CWB).

479  
480 Do not begin construction activities until all required conditions of the  
481 permit are met and submittals detailed in Subsection 209.03(A)(2) – Water  
482 Pollution, Dust, and Erosion Control Submittals are completed and accepted  
483 in writing by the Engineer.

484  
485 **(D) Discharges Associated with Hydrotesting Activities.** If  
486 hydrotesting activities require effluent discharge into State waters or drainage  
487 systems, an NPDES Hydrotesting Waters Permit (CWB-NOI Form F) or  
488 Individual Permit authorizing discharges associated with hydrotesting from  
489 DOH-CWB is required from the DOH-CWB.

490



491 Do not begin hydrotesting activities until the DOH-CWB has issued an  
492 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).  
493 Conduct Hydrotesting operations in accordance with the conditions of the  
494 permit or NGPC.

495 **(E) Discharges Associated with Dewatering Activities.** If dewatering  
496 activities require effluent discharge into State waters or drainage systems, an  
497 NPDES Dewatering Permit (CWB-NOI Form G) or Individual Permit  
498 authorizing discharges associated with dewatering from DOH-CWB is  
499 required from the DOH-CWB.

500  
501 Do not begin dewatering activities until the DOH-CWB has issued an  
502 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).  
503 Conduct dewatering operations in accordance with the conditions of the  
504 permit or NGPC.

505  
506 **(F) Solid Waste.** Submit the Solid Waste Disclosure Form for  
507 Construction Sites to the Engineer within 21 calendar days of date of award.  
508 Provide a copy of all the disposal receipts from the facility permitted by the  
509 Department of Health to receive solid waste to the Engineer monthly. This  
510 should also include documentation from any intermediary facility where solid  
511 waste is handled or processed, or as directed by the Engineer.

512  
513 **(G) Construction BMP Training.** The Contractor's representative  
514 responsible for development of the Site-Specific BMP Plan and  
515 implementation of Site-Specific BMPs in the field shall attend the State's  
516 Construction Best Management Practices Training. The Contractor shall  
517 keep training logs updated and readily available.

518  
519 **209.04 Measurement.**

520  
521 **(A)** Installation, maintenance, monitoring, and removal of BMP will be paid  
522 on a lump sum basis. Measurement for payment will not apply.

523  
524 **(B)** The Engineer will only measure additional water pollution, dust and  
525 erosion control required and requested by the Engineer on a force account  
526 basis in accordance with Subsection 109.06 – Force Account Provisions and  
527 Compensation.

528  
529

530 **209.05 Payment.** The Engineer will pay for accepted pay items listed below at  
531 contract price per pay unit, as shown in the proposal schedule. Payment will be full  
532 compensation for work prescribed in this section and contract documents.

533

534 The Engineer will pay for each of the following pay items when included in  
535 proposal schedule:

536

537 **Pay Item** **Pay Unit**

538

539 Installation, Maintenance, Monitoring, and Removal of BMP  
540 and Work Platform Lump Sum

541

542 Additional Water Pollution, Dust, and Erosion Control Force Account

543

544 An estimated amount for force account is allocated in proposal schedule  
545 under 'Additional Water Pollution, Dust, and Erosion Control', but actual amount to  
546 be paid will be the sum shown on accepted force account records, whether this sum  
547 be more or less than estimated amount allocated in proposal schedule. The  
548 Engineer will pay for BMP measures requested by the Engineer that are beyond  
549 scope of accepted Site-Specific BMP on a force account basis.

550

551 No progress payment will be authorized until the Engineer accepts in writing  
552 Site-Specific BMP or when the Contractor fails to maintain project site in accordance  
553 with accepted BMP.

554

555 For all citations or fines received by the Department for non-compliance,  
556 including compliance with NPDES Permit conditions, the Contractor shall reimburse  
557 State within 30 calendar days for full amount of outstanding cost State has incurred,  
558 or the Engineer will deduct cost from progress payment.

559

560 The Engineer will assess liquidated damages up to \$27,500 per day for non-  
561 compliance of each BMP requirement and all other requirements in this section.

562

563 **Appendix A**

564

565 The following list identifies potential pollutant sources and corresponding  
566 BMPs used to mitigate the pollutants. Each BMP is referenced to the corresponding  
567 section of the current HDOT Construction Best Management Practices Field Manual  
568 or appropriate Supplemental Sheets. The Manual may be obtained from the HDOT  
569 Statewide Stormwater Management Program Website at  
570 <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/> under  
571 Construction Best Management Practices Field Manual. Supplemental BMP sheets  
572 are located at <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/> under Concrete Curing  
573 and Irrigation Water.  
574  
575

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<p><i>Construction debris, green waste, general litter</i></p>	<ul style="list-style-type: none"> <li>• <i>Separate contaminated clean up materials from construction and demolition (C&amp;D) wastes.</i></li> <li>• <i>Provide waste containers (e.g., dumpster or trash receptacle) of sufficient size and number to contain construction and domestic wastes.</i></li> <li>• <i>Inspect construction waste and recycling areas regularly.</i></li> <li>• <i>Schedule solid waste collection regularly.</i></li> <li>• <i>Schedule recycling activities based on construction/demolition phases.</i></li> <li>• <i>Empty waste containers weekly or when they are two-thirds full, whichever is sooner.</i></li> <li>• <i>Do not allow containers to overflow. Clean up immediately if they do.</i></li> <li>• <i>On work days, clean up and dispose of waste in designated waste containers.</i></li> <li>• <i>See Solid Waste Management Section SM-6 for additional requirements.</i></li> <li>• <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i></li> <li>• <i>Collect and dispose of all waste materials in trash dumpsters. Place dumpsters, with secure watertight lids, away from storm water conveyances and drains, in a covered materials storage area.</i></li> <li>• <i>Dispose of construction and non- construction solid waste in accordance with State DOH regs.</i></li> <li>• <i>Load removed non- recyclable vegetation directly onto trucks; cover and transport to a licensed facility</i></li> </ul>	<p><i>See Solid Waste Management Section SM-6. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<p><i>Materials associated with the operation and maintenance of equipment, such as oil, fuel, and hydraulic fluid leakage</i></p>	<ul style="list-style-type: none"> <li>• <i>Use off-site wash racks, repair and maintenance facilities, and fueling sites when practical.</i></li> <li>• <i>Designate bermed wash area if cleaning on site is necessary.</i></li> <li>• <i>Place drip pans or drop cloths under vehicles and equipment to absorb spills or leaks.</i></li> <li>• <i>Provide an ample supply of readily available spill cleanup materials.</i></li> <li>• <i>Clean up spills immediately, using dry cleanup methods where possible, and dispose of used materials properly.</i></li> <li>• <i>Do not clean surfaces or spills by hosing the area down.</i></li> <li>• <i>Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</i></li> <li>• <i>Inspect on-site vehicles and equipment regularly and immediately repair leaks.</i></li> <li>• <i>Regularly inspect fueling areas and storage tanks.</i></li> <li>• <i>Train employees on proper maintenance and spill practices and procedures and fueling and cleanup procedures.</i></li> <li>• <i>Store diesel fuel, oil, hydraulic fluid, or other petroleum products or other chemicals in water-tight containers and provide cover or secondary containment.</i></li> <li>• <i>Do not remove original product labels and comply with manufacturer's labels for proper disposal.</i></li> <li>• <i>Dispose of containers only after all the product has been used.</i></li> <li>• <i>Dispose of or recycle oil or oily wastes according to Federal, State, and Local requirements.</i></li> <li>• <i>Store soaps, detergents, or solvents under cover or other means to prevent contact with rainwater.</i></li> <li>• <i>See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13 and Material Storage and Handling Section SM-2 for additional requirements.</i></li> </ul>	<p><i>See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13, and Material Storage and Handling, Section SM-2, and Spill Prevention and Control SM-10.</i></p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
Soil erosion from the disturbed areas	<ul style="list-style-type: none"> <li>• Provide Soil Stabilization, Slope Protection, Storm Drain Inlet Protection SC-1, Perimeter Controls and Sediment Barriers, Sediment Basins and Detention Ponds, Check Dams SC-3 ,Level Spreader EC-6, Paving Operations SM-20, Construction Roads and Parking Area Stabilization SC-10, Controlling Storm Water Flowing Onto and Through the Project, Post-Construction BMPs, and Non-Structural BMPs (Construction BMP Training SM-1, Scheduling SM-14, Location of Potential Sources of Sediment SM-15, Preservation of Existing Vegetation SM-17).</li> <li>• Delineate, and clearly mark off, with flags, tape, or other similar marking device all natural buffer areas defined in the SWPPP.</li> <li>• Preserve native topsoil where practicable.</li> <li>• In areas where vegetative stabilization will occur, restrict vehicle/equipment use in areas to avoid soil compaction or condition soil to promote vegetative growth.</li> <li>• For Storm Drain Inlet Protection, clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised.</li> <li>• Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same day in which it is found or by the end of the following work day if removal by the same day is not feasible.</li> <li>• Sediment basins shall be designed and maintained in accordance with HAR Chapter 11-55.</li> <li>• Minimize disturbance on steep slopes (Greater than 15% in grade).</li> <li>• If disturbance of steep slopes are unavoidable, phase disturbances and use stabilization techniques designed for steep grades.</li> <li>• For temporary drains and swales use velocity dissipation devices within and at the outlet to minimize erosive flow velocities.</li> </ul>	<p>Soil Stabilization</p> <ol style="list-style-type: none"> <li>1. SM-22 Topsoil Management</li> <li>2. EC-12 Seeding and Planting</li> <li>3. EC-14 Mulching</li> <li>4. EC-11 Geotextiles and Mats</li> </ol> <p>Slope Protection</p> <ol style="list-style-type: none"> <li>1. EC-12 Seeding and Planting</li> <li>2. EC-14 Mulching</li> <li>3. EC-11 Geotextiles and Mats</li> <li>4. EC-4 Slope Roughening, Terracing, and Rounding</li> <li>5. EC-7 Slope Drains and Subsurface Drains</li> <li>6. EC-9 Slope Interceptor or Diversion Ditches/Berms</li> </ol> <p>SC-1 Storm Drain Inlet Protection</p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
		<p><i>Perimeter Controls and Sediment Barriers</i></p> <ol style="list-style-type: none"> <li>1. SC-7 Silt Fence or Filter Fabric Fence</li> <li>2. SC-2 Vegetated Filter Strips and Buffers</li> <li>3. SC-6 Compost Filter Berm/Sock</li> <li>4. SC-8 Sandbag Barrier</li> <li>5. SC-9 Brush or Rock Filter</li> </ol> <p><i>Sediment Basins and Detention Ponds</i></p> <ol style="list-style-type: none"> <li>1. SC-4 Sediment Trap</li> <li>2. SC-5 Sediment Basin</li> </ol> <p><i>SC-3 Check Dams</i></p> <p><i>EC-6 Level Spreader</i>  <i>SM-20 Paving Operations</i>  <i>SC-10 Construction Roads and Parking Area Stabilization</i></p>

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<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
		<p><i>Controlling Storm Water Flowing onto and Through the Project</i></p> <ol style="list-style-type: none"> <li>1. <i>EC-3 Run-On Diversion</i></li> <li>2. <i>EC-5 Earth Dike, Swales and Ditches</i></li> </ol> <p><i>Post Construction BMPs</i></p> <ol style="list-style-type: none"> <li>1. <i>EC-2 Flared Culvert End Sections</i></li> <li>2. <i>EC-10 Rip-Rap and Gabion Inflow Protection</i></li> <li>3. <i>EC-8 Outlet Protection and Velocity Dissipation Devices</i></li> <li>4. <i>SM-22 Topsoil Management</i></li> </ol> <p><i>Non-Structural BMPs</i></p> <ol style="list-style-type: none"> <li>1. <i>SM-1 Construction BMP Training</i></li> <li>2. <i>SM-14 Scheduling</i></li> <li>3. <i>SM-15 Location of Potential Sources of Sediment</i></li> <li>4. <i>SM-17 Preservation of Existing Vegetation</i></li> </ol>



<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Sediment from soil stockpiles</i>	<ul style="list-style-type: none"> <li>• <i>Locate stockpiles a minimum of 50 feet or as far as practicable from concentrated runoff or outside of any natural buffers identified on the SWPPP.</i></li> <li>• <i>Place bagged materials on pallets and under cover.</i></li> <li>• <i>Provide physical diversion to protect stockpiles from concentrated runoff.</i></li> <li>• <i>Cover stockpiles with plastic or comparable material when practicable.</i></li> <li>• <i>Place silt fence, fiber filtration tubes, or straw wattles around stockpiles.</i></li> <li>• <i>Do not hose down or sweep soil or sediment accumulated on pavement or other impervious surfaces into any storm water conveyance (unless connected to a sediment basin, sediment trap, or similarly effective control), storm drain inlet, or state water.</i></li> <li>• <i>Unless infeasible, contain and securely protect stockpiles from the wind.</i></li> <li>• <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. See Stockpile Management Section SM-3 for additional requirements.</i></li> </ul>	<p><i>See Stockpile Management Section SM-3. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>
<i>Emulsified asphalt or prime/tack coat</i>	<ul style="list-style-type: none"> <li>• <i>Provide training for employees and contractors on proper material delivery and storage practices and procedures.</i></li> <li>• <i>Restrict paving operations during wet weather to prevent paving materials from being discharged.</i></li> <li>• <i>Use asphalt emulsions such as prime coat when possible.</i></li> <li>• <i>Protect drain inlet structures and manholes during application of tack coat, seal coat, slurry seal, and fog seal.</i></li> <li>• <i>Keep ample supplies of drip pans and absorbent materials on site.</i></li> <li>• <i>Inspect inlet protection devices.</i></li> <li>• <i>See Material Storage and Handling Section SM-2 and Paving Operations Section SM-20 for additional requirements.</i></li> <li>• <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i></li> </ul>	<p><i>See Material Storage and Handling Section SM-2, and Stockpile Management Section SM-3, Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<p><i>Materials associated with painting, such as paint and paint wash solvent</i></p>	<ul style="list-style-type: none"> <li>• <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i></li> <li>• <i>Keep ample supply of cleanup materials on site.</i></li> <li>• <i>Dispose container only after all of the product has been used.</i></li> <li>• <i>Remove as much paint from brushes on painted surface.</i></li> <li>• <i>Rinse from water-based paints shall be discharged into the sanitary sewer system where possible. If not, direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i></li> <li>• <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></li> <li>• <i>Do not dump liquid wastes into the storm drainage system.</i></li> <li>• <i>Filter and re-use solvents and thinners.</i></li> <li>• <i>Dispose of oil-based paints and residue as a hazardous waste.</i></li> <li>• <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i></li> <li>• <i>Immediately clean up spills and leaks.</i></li> <li>• <i>Properly store paints, solvents, and epoxy compounds.</i></li> <li>• <i>Properly store and dispose waste materials generated from painting and structure repair and construction activities.</i></li> <li>• <i>Mix paints in a covered and contained area, when possible, to minimize adverse impacts from spills.</i></li> <li>• <i>Do not apply traffic paint or thermoplastic if rain is forecasted.</i></li> <li>• <i>See Material Storage and Handling Use SM-2, Hazardous Materials and Waste Management Section SM-9, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21 for additional requirements.</i></li> </ul> <p><i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i></p>	<p><i>See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, Hazardous Materials and Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<p><i>Industrial chemicals, fertilizers, and/or pesticides</i></p>	<ul style="list-style-type: none"> <li>• <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i></li> <li>• <i>Keep ample supply of cleanup materials on site.</i></li> <li>• <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i></li> <li>• <i>Do not clean surfaces or spills by hosing the area down.</i></li> <li>• <i>Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge.</i></li> <li>• <i>Dispose container only after all of the product has been used.</i></li> <li>• <i>Retain a complete set of safety data sheets (formerly MSDS) on site.</i></li> <li>• <i>Store industrial chemicals in water-tight containers and provide either cover or secondary containment.</i></li> <li>• <i>Provide cover when storing fertilizers or pesticides to prevent these chemicals from coming into contact with rainwater.</i></li> <li>• <i>Restrict amount of pesticide prepared to quantity necessary for the current application.</i></li> <li>• <i>Do not apply fertilizers or pesticides during or just before a rain event.</i></li> <li>• <i>Do not apply to stormwater conveyance channels with flowing water.</i></li> <li>• <i>Comply with fertilizer and pesticide manufacturer's recommended usage and disposal instructions. Document departures from manufacturer's specifications in Attachment J.</i></li> <li>• <i>Apply fertilizers at the appropriate time of year for the location, and preferably timed to coincide as closely as possible to the period of maximum vegetation uptake and growth.</i></li> <li>• <i>Follow federal, state, and local laws regarding fertilizer application.</i></li> <li>• <i>Do not dispose of toxic liquid wastes (solvents, used oils, and paints) or chemicals (additives, acids, and curing compounds) in dumpsters allocated for construction debris.</i></li> </ul>	<p><i>See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, and Hazardous Materials and Waste Management Section SM-9, and Spill Prevention and Control SM-10</i></p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<ul style="list-style-type: none"> <li>• <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations. Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</i></li> <li>• <i>See Material Storage and Handling Use SM-2, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.</i></li> </ul>	
<p><i>Hazardous waste (Batteries, Solvents, Treated Lumber, etc.)</i></p>	<ul style="list-style-type: none"> <li>• <i>Do not dispose of toxic materials in dumpsters allocated for construction debris.</i></li> <li>• <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i></li> <li>• <i>Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</i></li> <li>• <i>Segregate and recycle wastes from vehicle/equipment maintenance activities such as used oil or oil filters, greases, cleaning solutions, antifreeze, automotive batteries, and hydraulic and transmission fluids.</i></li> <li>• <i>Store waste in sealed containers, which are constructed of suitable materials to prevent leakage and corrosion, and which are labeled in accordance with applicable Resource Conservation and Recovery Act (RCRA) requirements and all other applicable federal, state, and local requirements.</i></li> <li>• <i>All containers stored outside shall be kept away from surface waters and within appropriately sized secondary containment (e.g., spill berms, decks, spill containment pallets). Provide cover if possible.</i></li> <li>• <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i></li> <li>• <i>Do not clean surfaces or spills by hosing the area down.</i></li> <li>• <i>Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</i></li> </ul>	<p><i>See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Maintenance SM-12</i></p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<ul style="list-style-type: none"> <li>• <i>Ensure collection, removal, and disposal of hazardous waste complies with manufacturer's recommendations and is in compliance with federal, state, and local requirements.</i></li> <li>• <i>See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Management, Vehicle and Equipment Maintenance SM-12 for additional requirements.</i></li> </ul>	
<i>Metals and Building Materials</i>	<ul style="list-style-type: none"> <li>• <i>Inspect construction waste and recycling areas regularly.</i></li> <li>• <i>Schedule solid waste collection regularly.</i></li> <li>• <i>If building materials or metals are stored on site (such as rebar or galvanized poles) store under cover under tarps or in containers.</i></li> <li>• <i>Minimize the amount of material stored on site.</i></li> <li>• <i>Do not stockpile uncovered metals or other building materials in close proximity to discharge points.</i></li> <li>• <i>See Solid Waste Management Section SM-6 for additional requirements.</i></li> </ul>	<i>See Solid Waste Management Section SM-6</i>
<i>Contaminated Soil</i>	<ul style="list-style-type: none"> <li>• <i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9 for additional requirements.</i></li> <li>• <i>At minimum contain contaminated material soil by surrounding with impermeable lined berms or cover exposed contaminated material with plastic sheets.</i></li> </ul>	<i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9</i>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Fugitive Dust Control and Dust Control Water</i>	<ul style="list-style-type: none"> <li>• <i>Do not over spray water for dust control purposes which will result in runoff from the area.</i></li> <li>• <i>Apply water as conditions require.</i></li> <li>• <i>Washing down of debris or dirt into drainage, sewage systems, or State waters is not allowed.</i></li> <li>• <i>Minimize exposed areas through the schedule of construction activities.</i></li> <li>• <i>Utilize vegetation, mulching, sprinkling, and stone/gravel layering to quickly stabilize exposed soil.</i></li> <li>• <i>Direct construction vehicle traffic to stabilized roadways.</i></li> <li>• <i>Cover dump trucks hauling material from the site with a tarpaulin.</i></li> </ul> <p><i>See Dust Control Section SM-19 for additional requirements.</i></p>	<i>See Dust Control Section SM-19</i>
<i>Concrete Truck Wash Water</i>	<ul style="list-style-type: none"> <li>• <i>Disposal of concrete truck wash water via percolation is prohibited.</i></li> <li>• <i>Wash concrete-coated vehicles or equipment off-site or in the designated wash area.</i></li> <li>• <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></li> <li>• <i>Runoff from the on-site concrete wash area shall be contained in a temporary pit or level bermed area where the concrete can set.</i></li> <li>• <i>Design the area so that no overflow can occur due to inadequate wash area sizing or precipitation.</i></li> <li>• <i>The temporary pit shall be lined with plastic to prevent seepage of wash water into the ground.</i></li> <li>• <i>Allow wash water to evaporate or collect wash water and all concrete debris in a concrete washout system bin.</i></li> <li>• <i>Do not dump liquid wastes into storm drainage system.</i></li> <li>• <i>Dispose of liquid and solid concrete wastes in compliance with federal, state, and local standards.</i></li> <li>• <i>See Waste Management, Concrete Wash and Waste Management Section SM-4 for additional requirements.</i></li> </ul>	<i>See Waste Management, Concrete Wash and Waste Management Section SM-4</i>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Sediment Track-Out</i>	<ul style="list-style-type: none"> <li>• <i>Include Stabilized Construction Entrance at all points that exit onto paved roads.</i></li> <li>• <i>A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.</i></li> <li>• <i>The pavement shall not be cleaned by washing down the street.</i></li> <li>• <i>If sweeping is ineffective or it is necessary to wash the streets, wash water must be contained either by construction of a sump, diverting the water to an acceptable disposal area, or vacuuming the wash water.</i></li> <li>• <i>Use BMPs for adjacent drainage structures.</i></li> <li>• <i>Remove sediment tracked onto the street by the end of the day in which the track-out occurs.</i></li> <li>• <i>Restrict vehicle use to properly designated exit points.</i></li> <li>• <i>Include additional BMPs that remove sediment prior to exit when minimum dimensions cannot be met.</i></li> </ul> <p><i>See Stabilized Construction Entrance/Exit Section SC-11 for additional requirements.</i></p>	<i>See Stabilized Construction Entrance/Exit Section SC-11</i>
<i>Irrigation Water</i>	<ul style="list-style-type: none"> <li>• <i>Consider irrigation requirements.</i></li> <li>• <i>Where possible, avoid species which require irrigation.</i></li> <li>• <i>Design, timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.</i></li> </ul> <p><i>See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation included in SWPPP Attachment A for additional requirements.</i></p>	<i>See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation</i>
<i>Hydrotesting Effluent</i>	<ul style="list-style-type: none"> <li>• <i>If work includes removing, relocation or installing waterlines, and Contractor elects to flush waterline or discharge hydrotesting effluent into State waters or drainage systems, the Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form F application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Hydrotesting Activities if necessary. Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i></li> </ul>	<i>Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Dewatering Effluent</i>	<i>If excavation or backfilling operations require dewatering, and Contractor elects to discharge dewatering effluent into State waters or existing drainage systems, Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form G application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Dewatering Activities if necessary. See Site Planning and General Practices, Dewatering Operations Section SM-18 for additional requirements.</i>	<i>See Dewatering Operations SM-18. Site specific BMPs will be included in the NOI/NPDES Permit Form G submittal.</i>
<i>Saw-cutting Slurry</i>	<ul style="list-style-type: none"> <li>• <i>Saw cut slurry shall be removed from the site by vacuuming.</i></li> <li>• <i>Provide storm drain protection during saw cutting. See Paving Operations Section SM-20 for additional requirements.</i></li> </ul> <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i>	<i>See Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, Perimeter sediment controls where applicable</i>
<i>Concrete Curing Water</i>	<ul style="list-style-type: none"> <li>• <i>Avoid overspraying of curing compounds.</i></li> <li>• <i>Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.</i></li> </ul> <i>See California Stormwater BMP Handbook NS-12 Concrete Curing included in SWPPP Attachment A for additional requirements.</i>	<i>See California Stormwater BMP Handbook NS-12 Concrete Curing</i>



<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Plaster Waste Water</i>	<ul style="list-style-type: none"> <li>• <i>Direct all wastewater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i></li> <li>• <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></li> <li>• <i>Any significant residual materials remaining on the ground after the completion of construction shall be removed and properly disposed. If the residual materials contaminate the soil, then the contaminated soil shall also be removed and properly disposed of.</i></li> <li>• <i>Plaster waste water shall not be allowed to flow into drainage structures or State waters. See Material, Storage and Handling Use SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.</i></li> </ul>	<i>See Material, Storage and Handling Use Section SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9</i>
<i>Water-Jet Wash Water</i>	<ul style="list-style-type: none"> <li>• <i>For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical.</i></li> <li>• <i>See Vehicle and Equipment Cleaning Section SM-11 for additional information.</i></li> <li>• <i>For Water-Jet Wash Water used to clean impervious surfaces, the runoff shall not be allowed to flow into drainage structures or State Waters.</i></li> </ul>	<i>See Vehicle and Equipment Cleaning Section SM-11</i>
<i>Sanitary/Septic Waste</i>	<ul style="list-style-type: none"> <li>• <i>Locate Sanitary facilities in a convenient place away from drainage facilities.</i></li> <li>• <i>Position sanitary facilities so they are secure and will not be tipped over or knocked down.</i></li> <li>• <i>Wastewater shall not be discharged to the ground or buried.</i></li> <li>• <i>A licensed service provider shall maintain sanitary/septic facilities in good working order.</i></li> <li>• <i>Schedule regular waste collection by a licensed transporter.</i></li> <li>• <i>See Sanitary Waste Section SM-7 for additional requirements.</i></li> </ul>	<i>See Sanitary Waste Section SM-7.</i>

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**END OF SECTION 209**

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- (1) Blaw-Knox bituminous pavers shall be equipped with the Blaw-Knox Materials Management Kit (MMK).
- (2) Cedarapids bituminous pavers shall be those that were manufactured in 1989 or later.
- (3) Barber-Green/Caterpillar bituminous pavers shall be equipped with deflector plates as identified in the December 2000 Service Magazine entitled "New Asphalt Deflector Kit {6630, 6631, 6640}".

Prior to the start of using the paver for placing plant mix, the Contractor shall submit for approval a full description in writing of the means and methodologies that will be used to prevent bituminous paver segregation. Use of the paver shall not commence prior to receiving approval from the Engineer.

The Contractor shall supply a Certificate of Compliance that verifies that the approved means and methods used to prevent bituminous paver segregation have been implemented on all pavers used on the project and is working in accordance with the manufacturer's requirements."

**(VI) Amend Section 401.03(F)(1) HMA Pavement Courses One and a Half Inches Thick Or Greater**, from lines 499 to 505 to read as follows:

**"(1) HMA Pavement Courses One and a Half Inches Thick Or Greater.** Where HMA pavement compacted thickness indicated in the contract documents is 1-1/2 inches or greater, compact to not less than 92.0 percent nor greater than 97.0 percent of the maximum specific gravity determined in accordance with AASHTO T 209, modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate."

**(VII) Amend Section 401.03(F)(3) HMA Pavement Courses One and a Half Inches Thick or Greater In Special Areas Not Designated For Vehicular Traffic**, from lines 530 to 538 to read as follows:

**"(3) HMA Pavement Courses One and a Half Inches Thick or Greater In Special Areas Not Designated For Vehicular Traffic.** For areas such as bikeways that are not part of roadway and other

92 areas not subjected to vehicular traffic, compact to not less than  
93 90.0 percent of maximum specific gravity determined in accordance  
94 with AASHTO T 209, modified by deletion of Supplemental  
95 Procedure for Mixtures Containing Porous Aggregate. Increase  
96 asphalt content by at least 0.5 percent above that used for HMA  
97 pavements designed for vehicular traffic.”  
98  
99

100 **(VIII) Amend Section 401.04 Measurement**, from lines 597 to 603 to read as  
101 follows:

102  
103 **“401.04 Measurement.**

104  
105 The Engineer will measure asphalt concrete pavement per ton in  
106 accordance with the contract documents.  
107

108  
109 **(IX) Amend Section 401.05 Payment**, from lines 605 to 635, to read as  
110 follows:

111  
112 **“401.05 Payment.** The Engineer will pay for the accepted pay items  
113 listed below at the contract price per pay unit, as shown in the proposal schedule.  
114 Payment will be full compensation for the work prescribed in this section and the  
115 contract documents.  
116

117 The Engineer will pay for each of the following pay items when included in  
118 the proposal schedule:

<b>Pay Item</b>	<b>Pay Unit</b>
HMA Pavement, Mix No. _____	Ton

120  
121  
122  
123  
124 **(1)** 80% of the contract unit price upon completion of submitting  
125 a job-mix formula acceptable to the Engineer; preparing the  
126 surface, spreading, and finishing the mixture; and compacting the  
127 mixture;

128  
129 **(2)** 20% of the contract unit price upon completion of cutting  
130 samples from the compacted pavement for testing; placing and  
131 compacting the sampled area with new material conforming to the  
132 surrounding area; protecting the pavement; and final analysis.  
133

134 The Engineer will pay for cold planing in accordance with and under  
135 Section 415 – Cold Planing of Existing Pavement.  
136

137 The Engineer will pay for adjusting existing frames and covers and valve  
138 boxes in accordance with and under Section 604 – Manholes, Inlets and Catch  
139 Basins and Section 626 – Manholes and Valve Boxes for Water and Sewer  
140 Systems.

141  
142 The Engineer may, in lieu of requiring removal and replacement, use the  
143 sliding scale factor to accept HMA pavements compacted below 92.0 percent  
144 and above 97.0 percent. The Engineer will make payment for the material in  
145 that production day at a reduced price arrived at by multiplying the contract unit  
146 price by the pay factor shown in Table 401.05-1.  
147

<b>Table 401.05-1 – Sliding Scale Pay Factor for Compaction</b>	
<b>Percent Compaction</b>	<b>Percentage Payment</b>
> 98.0	Removal
97.1 - 98.0	95
92.0 - 97.0	100
90.0 - 91.9	80
<90.0	Removal

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**END OF SECTION 401**

1                   **SECTION 415 – COLD PLANING OF EXISTING PAVEMENT**

2  
3    Make the following amendments to said Sections:

4  
5    **(I)**    Amend **Section 415.04 Measurement**, from line 67 to 68 to read as  
6            follows:

7  
8    **“415.04 Measurement.**

9  
10           The Engineer will measure cold planing per square yard in accordance  
11           with the contract documents.”

12  
13  
14    **(II)**    Amend **Section 415.05 Payment**, from line 70 to 79 to read as follows:

15  
16    **“415.05 Payment.**       The Engineer will pay for the accepted pay items  
17    listed below at the contract price per pay unit, as shown in the proposal schedule.  
18    Payment will be full compensation for the work prescribed in this section and the  
19    contract documents.

20  
21           The Engineer will pay for one of the following pay items when included in  
22    the proposal schedule:

<b>Pay Item</b>	<b>Pay Unit</b>
Cold Planing	Square Yard”

23  
24  
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26  
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28  
29  
30   **END OF SECTION 415**

## SECTION 501 - STEEL STRUCTURES

Make the following amendments to said Section:

(I) Amend **Section 501.03 Construction (E) Erection (11) Bolted Connections** by revising the second paragraph between lines 218 to 220 to read as follows:

“Use bolts that are long enough to extend entirely through nut, but not by more than ½ thickness of nut. Use two nuts for bolts in tension.

For hot-dip galvanized bolt assemblies, nuts shall be tapped oversize after the galvanization process. For mechanically galvanized (where specified) bolt assemblies, nuts shall be tapped oversize before the galvanization process. Overtapping tolerances shall be in accordance with ASTM A563.”

(II) Amend **Section 501.03 Construction (F) Painting** by revising lines 270 to 461 to read as follows:

“(1) **General.** For cleaning and painting of new bridge steel, refer to Special Provisions 675 Preparation and Coating of Galvanized Steel Components and 697 Clean and Paint New Steel.”

(III) Amend **Section 501.03 Construction (G) Zinc Coating (2) Repairing Damaged Zinc-Coated Surfaces** by deleting subparagraphs (b), (c), and (d).

(IV) Amend **Section 501.03(A)(7)** by adding the words “or AWS D1.1” at the end of the sentence.

(V) Amend **Section 501.04 Measurement** between lines 511 to 512 to read as follows:

### **501.04 Measurement.**

(A) Structural Steel Repairs and Replacement of Bolts will be paid on a lump sum basis. Measurement for payment will not apply.

(B) Engineer will only measure Additional Structural Steel Repairs required and requested by Engineer on a Force Account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.”

(VI) Amend **Section 501.05 Payment** between lines 514 to 529 to read as follows:

**501.05 Payment.** The Engineer will pay for the accepted pay items listed below at contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for work prescribed in this section and contract documents.

50            Engineer will pay for each of the following pay items when included in the  
51 proposal schedule:

52	<b>Pay Item</b>	<b>Pay Unit</b>
53		
54		
55	Structural Steel Repairs and Replacement of Bolt Assemblies.	Lump Sum
56		
57	Additional Structural Steel Repairs	Force Account”
58		
59		

60

**END OF SECTION 501**



1 Amend **SECTION 502 - TIMBER STRUCTURE** to read as follows:  
2  
3

4 **SECTION 502 - TIMBER STRUCTURE**  
5  
6

7 **502.01 Description.** This section describes constructing timber structures and  
8 timber portions of composite structures.  
9

10 **502.02 Materials.**

11  
12 Bridge Paints 708.01  
13

14 Structural Steel 713.01  
15

16 Structural Timber and Lumber 714.01  
17

18 Timber Preservatives 714.02  
19

20 Hardware for Timber Structures 714.03  
21

22 **502.03 Construction.**  
23

24 **(A) Falsework.** Place falsework or centering in accordance with  
25 Subsection 503.03(B) – Falsework, Formwork, or Centering.  
26

27 **(B) Storage of Material.** Store lumber and timber on work site in orderly  
28 piles or stacks. Open-stack untreated material on supports at least 12 inches  
29 above ground surface and in a manner to shed water and prevent warping.  
30 Close-stack treated lumber in a manner to shed water and prevent warping.  
31 Stack and strip lumber and timber to permit free circulation of air between  
32 tiers and courses. Cover material to protect from weather.  
33

34 **(C) Workmanship.** Framing shall be true and exact. Drive nails and  
35 spikes with just sufficient force to set heads flush with surface of wood. Deep  
36 hammer marks in wood surfaces are considered evidence of poor  
37 workmanship and are sufficient cause for removal of worker who caused  
38 them. Provide workmanship on metal parts in accordance with Section 501 -  
39 Steel Structures.  
40

41 **(D) Treated Timber.** Provide preservative treatment in accordance with  
42 contract documents.  
43

44 **(1) Preservative Treatment for Timber.** Treat lumber and piles in  
45 accordance with AWWPA Standards and contract documents.  
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**(2) Handling.** Handle treated timber carefully without sudden dropping, breaking of outer fibers, bruising, or penetrating surface with tools. Handle treated timber with rope slings. Do not use cant hooks, peaveys, pikes, or hooks.

**(3) Cutting, Framing, and Boring.** Cut, frame, and bore treated timbers before treatment, when practicable. Treat all cuts, framing and boring in accordance with AWWA Standard M4 "Standard for the Care of Preservative-Treated Wood Products".

**(4) Cuts and Abrasions.** Dry and remove dirt, grease, and other foreign matter from cut surfaces prior to applying preservative. Trim abrasions before covering or brush coating treated piles or timber in accordance with AWWA Standard M4.

**(5) Bolt Holes.** Treat in accordance with AWWA Standard M4. After treating bolt holes, plug unfilled holes with creosoted plugs.

**(6) Temporary Attachment.** Treat as required herein for bolt holes, all holes resulting from attaching forms or temporary braces to treated lumber with nails or spikes; and fill holes by driving zinc-coated nails, spikes, or creosoted plugs flush with surface.

**(E) Untreated Timber.** In structures of untreated timber, coat following surfaces in accordance with AWWA Standard M4:

**(1)** Ends, tops, and contact surfaces of sills, caps, floor beams, and stringers.

**(2)** Ends, joints, and contact surfaces of bracing and truss members.

**(3)** Timber bumper surfaces and back faces of bulkheads.

**(4)** Other timber surfaces that are to be in contact with earth, metal, or other timber.

**(F) Brazilian Hardwood Ipe Timber.** Where specified, Ipe timber shall be used and shall conform to the following requirements:

**(1)** Ipe shall belong to Handroanthus genus.

**(2)** Specific gravity shall be 1.04 with a standard deviation of 0.09

**(3)** Monnin Hardness shall be 14.6 with a standard deviation of 3.1

**(4)** Static Bending Strength shall be minimum 24,000 psi

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(5) Modulus of Elasticity shall be 3,300,000 psi

(6) First and Seconds (FAP) grading

**(G) Treatment of Pile Heads.** After cutting and before placing caps, treat pile heads receiving caps as follows:

**(1) Treated Piles.** Protect heads of treated timber piles by using one of the following methods. Unless otherwise specified, use fabric covering method.

**(a) Zinc Covering.** Cover sawed surface in accordance with AWWA Standard M4.

**(b) Fabric Covering.** Cover pile heads with alternate layers of hot pitch and waterproofing cotton fabric conforming to ASTM D 173. Use four applications of pitch and three layers of fabric. Cut fabric large enough to cover pile top and fold down at least 6 inches along all sides of pile. Fold down fabric neatly over pile and secure with large headed zinc-coated nails; or by binding or serving with not less than seven complete turns of zinc-coated wire, held in place by large-headed zinc-coated nails and staples. Trim edges of fabric projecting below wire wrapping.

**(2) Untreated Piles.** Apply treatments to untreated pile heads in accordance with AWWA Standard M4.

**(H) Holes for Bolts, Dowels, Rods, and Lag Screws.** Bore holes for round drift-bolts and dowels 1/16 inch less in diameter than bolt or dowel to be used. Bore holes for square drift-bolts or dowels equal in diameter to the least dimension of bolt or dowel. Bore holes for machine bolts same diameter as bolt. Bore holes for rods 1/16 inch greater in diameter than rod. Bore holes for lag screws not larger than body of the screw at base of thread.

**(I) Bolts and Washers.** Use washers of size and type specified, under bolt heads and nuts.

Lock nuts of bolts after final tightening by burring threads. Furnish bolts having surplus threading of at least 3/8 inch per foot of timber thickness.

**(J) Countersinking.** Countersink wherever the contract documents require smooth faces. Paint horizontal recesses, formed for countersinking, with hot creosote oil. Fill horizontal recesses with hot pitch after bolt or screw is in place.

141 **(K) Timber Connectors.** Use split ring, toothed ring, shear plate, or spike  
142 grid timber connectors. Install split ring and shear plate connectors in precut  
143 grooves of dimensions as specified herein, or as recommended by  
144 manufacturer.

145  
146 Cut timber connector grooves concentric with bolt hole; conform to  
147 cross-sectional shape of rings and provide a snug fit. Cut inside groove  
148 diameter larger than nominal ring diameter.

149  
150 Force toothed rings and spike grids into the wood so that timbers will  
151 be in firm contact. Use pressure equipment that does not damage the wood.  
152 Embed all connectors of this type at a joint uniformly and simultaneously.

153  
154 Fabricate structural members using connectors prior to preservative  
155 treatment. Drill bolt holes within 1/16 inch from required placement. Drill bolt  
156 holes 1/16 inch larger than bolt diameter and perpendicular to timber face.

157  
158 Store timber after fabrication, in a manner that will prevent  
159 dimensional changes in members before assembly.

160  
161 If dimensions of material and details are not specified, submit shop  
162 drawings showing dimension and details.

163  
164 **(L) Framing.** Cut and frame lumber and timber to a close fit so that joints  
165 have an even bearing over entire contact surfaces. Cut mortises and tenons  
166 true to size for their full depth to allow for a snug fit without shim. Open joints  
167 will be rejected.

168  
169 **(M) Pile Bents.** Drive piles in accordance with the contract documents,  
170 with a variation of above-ground portion of not more than 1/4 inch per foot  
171 from vertical; or batter so that cap may be placed in the specified location  
172 without excessive manipulation of piles. Redrive, or use other methods  
173 acceptable to the Engineer, to avoid such manipulations. Shimming on tops  
174 of piles will not be permitted.

175  
176 Select pile sizes to avoid undue bending or distortion of sway bracing.  
177 Exercise care in distribution of piles, of varying sizes, to secure uniform  
178 strength and rigidity in bents of structures.

179  
180 Make cut-offs to ensure even and uniform bearing between cap and  
181 piles.

182  
183 **(N) Framed Bents.**

184  
185 **(1) Mud Sills.** For mud sills made from untreated timber, use  
186 redwood, heart cedar, heart cypress, or other timber acceptable to the  
187 Engineer. Embed mud sills firmly and evenly to solid bearing and

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tamp in place.

**(2) Concrete Pedestals.** Finish concrete pedestals for support of framed bents to provide an even bearing surface for sills or posts. Use dowels of minimum 3/4-inch diameter to anchor sills or posts. Form concrete pedestal around anchor sill or post so that anchor projects at least 6 inches above top of pedestal.

**(3) Sills.** Provide sills with true and even bearing on mud sills, piles, or pedestals. Drift-bolt sills to mud sills or piles, with bolts of not less than 3/4-inch diameter that extend into mud sills or piles at least 6 inches. When possible, remove earth from contact with sills.

**(4) Posts.** Fasten posts to pedestals with dowels of not less than 3/4-inch diameter, extending at least 6 inches into posts.

Fasten posts to sills by the following methods:

**(a)** By dowels of not less than 3/4-inch diameter, extending at least 6 inches into posts and sills.

**(b)** By drift-bolts of not less than 3/4-inch diameter, driven diagonally through post base and extending at least 9 inches into sill. Drive drift-bolts into holes, as indicated in the contract documents, at a 45-degree angle and so that drift bolts enter post at least 6 inches above post base.

**(O) Caps.** Place timber caps, with ends aligned, in a manner to secure an even and uniform bearing over tops of supporting posts or piles. Secure caps by drift-bolts of not less than 3/4-inch diameter, extending at least 9 inches into approximate center of posts or piles.

**(P) Bracing.** Bolt ends and intermediate intersections of bracing through pile, post, or cap using bolt of not less than 5/8-inch diameter. Use bracing of sufficient length to provide a minimum edge distance of 8 inches between outside of bolt and end of brace.

**(Q) Stringers.** Size stringers at bearings and place in position so that knots near edges will be in top portion of stringers.

Join outside stringers with lap joints or butt joints with ends cut on a taper. Lap joint interior stringers to take bearing over full width of floorbeam or cap at each end. Separate lapped ends of untreated stringers at least 1/2 inch for circulation of air, and securely fasten by drift-bolting. Stagger joints when stringers are two panels in length.

Place cross-bridging at center of each span. Frame cross bridging

235 between stringers neatly, and toe-nail with at least two nails in each end.  
236 Provide full bearing of cross-bridging members, at each end, against sides of  
237 stringers.  
238

239 **(R) Plank Floors.** Use planks for flooring that are surfaced on four sides  
240 (S4S).  
241

242 Provide single plank floors, in accordance with the contract  
243 documents, consisting of a single thickness of plank supported by stringers  
244 or joists. Lay planks heart side down, with 1/4-inch openings between planks  
245 for seasoned material, and with tight joints for unseasoned material. Spike  
246 each plank securely to each joist. Lay planks so that no two adjacent planks  
247 vary in thickness by more than 1/16 inch.

248 Provide two-ply timber floors, in accordance with the contract  
249 documents, consisting of two layers of flooring supported on stringers or  
250 joists. Pressure treat lower course with creosote oil. Lay top course  
251 diagonally or parallel to roadway centerline, in accordance with the contract  
252 documents. Fasten each floor piece securely to lower course. Stagger joints  
253 in adjacent timbers at least 3 feet. Securely fasten ends of flooring when top  
254 flooring is placed parallel to roadway centerline. Bevel these members at  
255 each end of the bridge.  
256

257 **(S) Nail-Laminated or Strip Floors.** Place strips on edge, at right angles  
258 to roadway centerline. Nail each strip to preceding strip at each end and at  
259 approximately 18-inch intervals, with nails driven alternately near top and  
260 bottom edges. Use nails of sufficient length to pass through two strips and at  
261 least halfway through third strip.  
262

263 If timber supports are used, toe-nail every other strip to every other  
264 support. Use nails of size specified in the contract documents. When steel  
265 supports are used, attach strips to steel supports using zinc-coated metal  
266 clips acceptable to the Engineer. Ensure that each strip is vertical and tight  
267 against preceding strip and bearing evenly on supports.  
268

269 **(T) Wheel Guards and Railing.** Frame and erect wheel guards and  
270 railing, in accordance with the contract documents and true to line and grade.  
271

272 Use wheel guards, rails, and rail posts that are surfaced on four sides  
273 (S4S).  
274

275 Lay wheel guards in sections not less than 12 feet long, except where  
276 necessary to match expansion joints or end joints.  
277

278 **(U) Trusses.** Fabricate trusses with no irregularities of line. Provide  
279 chords that are straight and true from end to end in horizontal projection; and  
280 show a smooth curve through panel points conforming to correct camber in  
281 vertical projection. Uneven or rough cuts at points of bearing will be rejected.

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**(V) Erection of Railing.** Build railings after removal of falsework and adjustment of trusses to correct alignment and camber.

**(W) Painting.**

**(1) General.** Apply three coats of paint to rails and rail posts of untreated timber or timber treated with preservative salts. Paint parts of structure, other than rails and rail posts, in accordance with the contract documents. Paint hardware as specified for timber. Paint metal parts, except hardware, with one shop coat and two field coats, in accordance with Section 501 - Steel Structures. Use type of paint as specified in the contract documents.

Painting of timber structures includes:

- (a)** Preparing timber and metal surfaces.
- (b)** Applying, protecting, and drying paint coatings.
- (c)** Supplying tools, tackle, scaffolding, labor and materials necessary for entire work.

**(2) Weather Conditions.** Do not apply paint when:

- (a)** Air temperature is below 40 degrees Fahrenheit.
- (b)** Air is misty.
- (c)** Surfaces are damp.

**(3) Cleaning.** If painting is specified, clean timber surfaces of dust, dirt and other foreign matter by brushing or other effective means immediately before painting.

Clean metal parts in accordance with Section 501 - Steel Structures.

**(4) Application.** Apply paint with hand brushes. Putty cracks and openings in timber after priming coat has been placed and has dried. Do not apply succeeding coats of paint until preceding coat has been drying for at least three days and has hardened enough to prevent breaking under brush.

Stencil stream name and bridge structure number on left hand side, and year of construction on right hand side (as you approach bridge), of each end of bridge. Use 2-inch-high letters and figures,

329 and paint that contrasts with background.

330

331 **(X) Cleanup.** Remove falsework, excavated or unwanted material, trash,  
332 and temporary buildings upon completion of timber structures and before  
333 final acceptance by the Engineer.

334

335 **502.04 Measurement.** The Engineer will not measure timber when contracted on  
336 a lump sum basis.

337

338 **502.05 Payment.** The Engineer will pay for the accepted quantities of timber at  
339 the contract lump sum price for each pay item listed below and contained in the  
340 proposal. The price paid shall be full compensation for furnishing, delivering,  
341 preparing, framing, assembling, building, and painting timbers and lumbers; for other  
342 materials for the complete structure; and for labor, equipment, tools, and incidentals  
343 necessary to complete the structure.

344

345 The Engineer will pay for the following pay items when included in the  
346 proposal schedule:

347

348 **Pay Item** **Pay Unit**

349

350 Treated Timber \_\_\_\_\_ Lump Sum

351 Ipe Timber \_\_\_\_\_ Lump Sum

352

353 Cost is for work prescribed in this section and the contract documents.

354

355

356

**END SECTION 502**



**SECTION 629 - PAVEMENT MARKINGS**

Make the following amendments to said Section:

**(I)** Amend **Subsection 629.03(B) – Temporary Pavement Markings** by revising the third paragraph from line 62 to 63 to read:

“Maintain and replace temporary pavement markings, flexible delineators, and barricades. ”

**(II)** Amend **Table 629.03 – 1 – Temporary Pavement Markings** to read as follows:

<b>“TABLE 629.03-1 TEMPORARY PAVEMENT MARKINGS</b>	
<b>TYPE</b>	<b>PAVEMENT MARKINGS</b>
Passing Permitted - Both Sides	Single 4-inch yellow stripe 5 feet in length spaced 20 feet on center with Type D markers spaced 40 feet on center and located on center of 5-foot length of stripe.
Passing Prohibited - Both Sides	Double solid 4-inch yellow stripes with Type D markers placed 20 feet on center on one of 4-inch yellow stripes selected by the Engineer.
Passing Permitted - One Side Only	Single continuous 4-inch yellow stripe with Type D markers placed on stripe 20 feet on center on no-passing side and single 4-inch yellow stripes 5 feet in length spaced 20 feet on center on passing side.
Lane Lines - Lane Changing Permitted	Single 4-inch yellow or white stripe 5 feet in length spaced 20 feet on center with Type C or Type D markers spaced 40 feet on center.
Lane Lines - Lane Changing Prohibited	Double solid 4-inch white stripes with Type C markers placed 20 feet on center on one of the 4-inch white stripes selected by the Engineer.
Crosswalk	Two 12-inch white transverse lines spaced 8 feet on center or as ordered by the Engineer.
Stop Line	Single 12-inch white transverse line.
<b>Note:</b> Paint may be used for temporary markings in areas where final paving is not complete.”	

**(III)** Amend **629.04 – Measurement** by revising lines 292 to 294 to read as follows:

19 **“629.04 Measurement.**

20  
21 (A) The Engineer will measure thermoplastic and preformed pavement  
22 marking tape per linear foot in accordance with the contract  
23 documents. The longitudinal pavement markings will be measured per  
24 linear foot as a single stripe for the width specified in the contract and  
25 in the proposal. The Engineer will include the longitudinal gaps for skip  
26 striping, up to thirty (30) feet long, in the measurement.

27  
28 The Engineer will not measure temporary pavement markings  
29 including flexible delineator posts with reflector markers or Type I  
30 Barricades and temporary signs installed for the longitudinal guidance  
31 of public traffic over reconstructed areas, cold planed surfaces, newly  
32 paved surfaces or other unmarked or scarified areas for payment.

33  
34 The Contractor shall consider the work required for the removal of  
35 pavement markings incidental to the various contract items, except as  
36 provided in the proposal or elsewhere in the contract. If the contract  
37 stipulates that the Engineer will make payment for the removal of  
38 pavement markings, the Engineer will measure the removal of  
39 pavement markings.

40  
41 (B) The Engineer will measure the pavement markers per each for the  
42 types shown in the proposal.

43  
44 (C) The Engineer will measure the painted stripes that are twelve (12)  
45 inches wide or less as a single stripe. The Engineer will measure the  
46 painted stripes over twelve (12) inches wide as two (2) stripes. The  
47 Engineer will measure the double stripes that are twelve (12) inches or  
48 less in total width including the transverse space between the stripes  
49 as a single stripe.

50  
51 The Engineer will measure the transverse markings by the linear  
52 foot, per lane, per each or per gallon according to the contract.

53  
54 (IV) Amend **629.05 – Payment** by revising lines 296 to 330 to read as follows:

55  
56 **“629.05 Payment.**

57  
58 (A) The Engineer will pay for thermoplastic and preformed pavement  
59 marking tape at the contract price per linear foot or on a lump sum  
60 basis according to the contract, complete in place, including primers.

61  
62 The contract unit price paid shall be full compensation for furnishing  
63 labors, materials, tools, equipment and incidentals and for doing the  
64 work involved in furnishing and installing pavement markings complete  
65 in place according to the contract.

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The Engineer will not pay for the temporary pavement markings including flexible delineator posts with reflector markers or Type I Barricades and temporary signs installed for the longitudinal guidance of public traffic over reconstructed areas, cold planed surfaces, newly paved surfaces or other unmarked or scarified areas for payment if not shown in the proposal separately. The Engineer will consider them incidental to the various contract items.

(B) The Engineer will pay for the various types of pavement markers at the contract price per each or on a lump sum basis according to the contract, complete in place, including adhesives.

(C) The Engineer will pay for painted pavement striping at the contract price per linear foot or on a lump sum basis according to the contract.

The Engineer will pay for the following pay items when included in the proposal schedule:

Pay Item	Pay Unit
_____ - Inch Pavement Striping (Type ____ Tape or Thermoplastic)	Linear Foot
Type ____ Pavement Marker	Each

**END OF SECTION 629”**



1 **SECTION 632 – MARKERS**

2  
3 Make the following amendment to said Section:

4  
5 **(I)** Amend **Section 632.03 – Construction** by adding this paragraph after line  
6 77 to read as follows:

7  
8 **“(e) Type V Object Marker (OM5).** OM5 shall be Type XI retroreflective  
9 sheeting marker. One complete unit of OM5 shall be the complete installation of  
10 retroreflective sheetings per post.”

11  
12 **(II)** Amend **Section 632.04 - Measurement** by replacing lines 79 to 81 to read:

13  
14 **“632.04 Measurement.** The Engineer will measure reflector marker,  
15 milepost marker with post (bi-directional), milepost marker, and Type II object  
16 marker per each as complete units of the type and design specified in the  
17 proposal.”

18  
19 **(III)** Amend **Section 632.05 – Payment** by replacing lines 83 to 100 to read:

20  
21 **“632.05 Payment.** The Engineer will pay for reflector marker, milepost  
22 marker with post (bi-directional), milepost marker, and Type II object marker at  
23 the contract price per each for the type and design specified complete in place.  
24 Payment will be full compensation for excavating and backfilling, furnishing and  
25 installing materials, furnishing equipment, tools, labors and incidentals necessary  
26 to complete the work.

27  
28 The Engineer will pay for the following pay items when included in the  
29 proposal schedule:

<b>Pay Item</b>	<b>Pay Unit</b>
Reflector Marker _____	Each
Type _____ Object Marker _____	Each
Object Marker _____	Each”

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42  
43 **END OF SECTION 632**

1 Make the following Section a part of the Standard Specifications:  
2

3 **SECTION 636 – E-CONSTRUCTION**  
4

5  
6 **636.01 Description.** This section specifies requirements for performing the Project in  
7 a “paperless” manner, using electronic tools for all submittals, communications, quantity  
8 tracking, testing, and sampling, scheduling, quality control, and performance monitoring.  
9

10 **636.02 General Requirements.** The Contractor shall implement the use of the E-  
11 Construction platform, as provided by the HDOT and directed by the Engineer, for use  
12 throughout the project. Paper-based or hard copy submittals will not be accepted.  
13

14 This Special Provision shall take precedence over all other Specification sections  
15 with respect to providing and receiving paper copy communications, submittals, and any  
16 project records. Where conflicts exist, and a decision between a hard-copy item and a  
17 corresponding electronic version is needed, the electronic version shall be selected,  
18 unless otherwise directed by the Engineer.  
19

20 **636.03 Construction**  
21

22 **(A) Plans and Specifications.** Project drawings will not be provided to the  
23 Contractor in hard copy format. An electronic version will be provided in the E-  
24 Construction platform for use during the project.  
25

26 The Contractor shall note all changes to the work, including all  
27 subcontractor’s work, in electronic format using the E-Construction platform Red  
28 annotations shall be used to note changes. Blue annotations shall be used for any  
29 additional notes that will be helpful for the State in interpreting the field posted  
30 drawings. Other drafting standards may be implemented by the Engineer and shall  
31 be adhered to by the Contractor. Changes shall be input by the Contractor and  
32 reviewed by the Engineer monthly. The Contractor shall make any changes that  
33 the Engineer requires.  
34

35 **(B) Submittals.** The Contractor shall provide all required submittals, as listed  
36 within the contract documents, via the E-Construction platform.—All review,  
37 approval, and resubmittal regarding submittals shall also be documented within  
38 the E-Construction platform  
39

40 **(C) Correspondence.** Electronic mail (email) shall be the preferred method of  
41 electronic communication. All communications that affect project scope, schedule,  
42 cost, or quality, including changes and requests for information, shall be submitted  
43 as directed by the Engineer.  
44

45 **(D) Prosecution and Progress.** The Contractor shall provide all  
46 administrative, management, and project support documents required by various  
47 specification sections, using the E-Construction platform. These elements include,  
48 but are not limited to:

- 49 (1) Preconstruction Submittals (Section 108.03)
- 50 (2) Correspondence regarding Contract Time and Delays (Section  
51 108.05)
- 52 (3) Progress Schedules (Section 108.06)
- 53 (4) Weekly Meeting preparatory materials (Section 108.07)
- 54 (5) Samples, certifications, material data, installation instructions, and  
55 shop drawings (Sections 105 and 106)
- 56 (6) Field-posted Drawings (Section 648)
- 57 (7) Pre-Final Inspection submittals (Section 108.13)
- 58 (8) Warranty documentation (Section 108.17)
- 59 (9) Project Closing Documents (Section 108.19)
- 60
- 61

62 In addition to the foregoing, the Contractor shall provide any other  
63 materials, correspondence, and submittals using the E-Construction  
64 platform as directed by the Engineer.  
65

66 **(E) Resources.** The Contractor shall provide a comprehensive list of  
67 Contractor labor and equipment, including all subcontractor labor and equipment,  
68 that will be deployed on the project, using spreadsheet-based templates provided  
69 in the E-Construction platform. All template fields shall be completed. The  
70 submitted information shall comply with the requirements of Specification Section  
71 108 – Prosecution and Progress (identification of labor and equipment resources)  
72 and Specification Section 109 - Measurement and Payment (cost data) and  
73 represent all individual personnel with labor categories and rates, and all  
74 equipment owned or rented, with associated rates, on this project. Updates for  
75 additional personnel or equipment shall be accomplished by the Contractor at will  
76 and shall be completed when directed by the Engineer.  
77

78 **636.04 Measurement.** The Engineer will measure additional E-Construction  
79 programs, additional licenses, or additional equipment, if ordered by the Engineer, on a  
80 force account basis in accordance with Subsection 109.06 – Force Account Provisions  
81 and Compensation.

82  
83 **636.05 Payment.** The Engineer will pay for the additional E-Construction programs,  
84 additional licenses, or additional equipment, on a force account basis in accordance with  
85 Subsection 109.06 – Force Account Provisions and Compensation.

86  
87 The Engineer may withhold progress payment until the Contractor is in compliance  
88 with all E-Construction requirements.

89  
90

Pay Item	Pay Unit
Additional E-Construction Programs, additional licenses or additional equipment	Force Account

95  
96 An estimated amount for force account may be allocated in the proposal schedule  
97 under “Additional E-Construction Programs, additional licenses or additional equipment.”  
98 The actual amount to be paid will be the sum shown on accepted force account records.

99  
100  
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103

**END SECTION 636**



1                                   **SECTION 645 – WORK ZONE TRAFFIC CONTROL**

2  
3    Make the following amendments to said Section:

4  
5    **(I)**     Amend **645.02 – Materials** by revising lines 39 to 48 to read as follows:

6  
7            “Submit at least 30 working days before work starts, 3 sets of FHWA  
8 approval letters certifying compliance with AASHTO Manual for Assessing Safety  
9 Hardware (MASH) for signs, sign supports, barricades, delineators, cones,  
10 vertical panels, concrete barriers with MASH end treatments, and other traffic  
11 control devices.

12  
13            Furnish to Engineer at least 30 working days before work starts, 3 sets of  
14 self-certified MASH compliant letter from vendor for each type of Category 1  
15 traffic control device, as defined in MASH, including single-piece traffic cone,  
16 single-piece drum, tubular marker, and delineator.

17  
18            Use of signs, sign supports, barricades, delineators, cones, vertical  
19 panels, and other traffic control devices that are not certified to be MASH  
20 compliant shall not be used unless a request for a waiver is submitted in writing  
21 and a written wavier is given by the Engineer.”

22  
23    **(II)**     Amend **645.03 - Construction** by adding the following after the sentence on  
24 line 61:

25  
26            “In addition to the traffic control plans, furnish, install and maintain two (2) electronic  
27 message boards (126 inches wide and 76 inches high), locations to be determined  
28 by the Engineer.”

29  
30    **(III)**    Amend **Subsection 645.03(F) Lane Closures** by revising lines 248 to 282  
31 to read as follows:

32  
33            **“(F) Lane Closures.** Lane closures as shown in the traffic control plans  
34 will be allowed:

35  
36                    Kuhio Highway (Ohiki Road to Hanalei Plantation Road)

37  
38                    Sunday:        11:00 p.m. to Midnight  
39                    Weekdays:    Midnight to 5:30 a.m. and 11:00 p.m. to Midnight  
40                    (excluding Friday Evening). No closures are allowed Friday Evening.

41  
42                    Night work and night closures will not be allowed during the  
43 seabird fallout season period (September 15 to December 15).  
44  
45  
46

47 Keep lanes open to traffic and allow flow at posted speed limit during  
48 non-working hours.

49  
50 Exceptions to lane closure hours specified require written acceptance  
51 by the Engineer. No increase in contract price or contract time will be given  
52 for lane closure restrictions specified.

53  
54 The Contractor shall coordinate lane closures with adjacent projects at  
55 no increase to the contract price or contract time.

56  
57 Exceptions to the lane closure hours specified shall require a written  
58 request 10 working days for the Engineer's approval prior to any adjustments  
59 specified."

60  
61 **(IV)** Amend **645.05 – Payment** by revising lines 405 to 428 to read as follows:

62  
63 **"645.05 Payment.** The Engineer will pay for the accepted traffic control,  
64 additional police officers, and additional traffic control devices, and additional  
65 advertisements at the contract price per pay unit, as shown in the proposal  
66 schedule. Payment will be full compensation for the work prescribed in this  
67 section and the contract documents.

68  
69 The Engineer will pay for the following pay items when included in the  
70 proposal schedule:

71

72 Pay Item	73 Pay Unit
74 Traffic Control _____	75 Lump Sum
76 Additional Police Officers, Additional Traffic Control 77 Devices, and Additional Advertisements	78 Force Account

79 An estimated amount for the force account may be allocated in the proposal  
80 schedule under "Additional Police Officers, Additional Traffic Control Devices,  
81 and Additional Advertisements", but the actual amount to be paid will be the  
82 sum shown on the accepted force account records, whether this sum be  
83 more or less than the estimated amount allocated in the proposal schedule.

84  
85 The Engineer will not pay for request submittals. The Engineer will not  
86 consider claims for additional compensation of late submittals or requests by  
87 Contractor."

88  
89  
90

**END OF SECTION 645**

1 Make the following section a part of the Standard Specifications:  
2

3 **“SECTION 671 – PROTECTION OF ENDANGERED SPECIES**  
4

5 **671.01 Description.** The endangered Hawaiian Hoary Bat (*Lasiurus cinereus*  
6 *semotus*), sea turtles (including the Hawksbill Sea Turtle [or 'Ea *Eretmochelys*  
7 *imbricate*] (endangered), and the Central North Pacific distinct population segment  
8 (DPS) of the Green Sea Turtle or Honu (*Chelonia mydas*) (threatened), the  
9 Hawaiian Goose (*Branta (Nesochen sandvicensis)*), Hawaiian Petrel (*Pterodroma*  
10 *sandwichensis*), Band-Rumped Storm-Petrel (*Oceanodroma castro*), and the  
11 threatened Newell’s Shearwater (*Puffinus newelli*) are in the general vicinity of the  
12 proposed project that may transit or visit the proposed project. Also to be  
13 considered are the Hawaiian waterbirds, including the Hawaiian Stilt or Ae'o  
14 (*Himantopus mexicanus knudseni*), the Hawaiian Coot or 'Alae ke'oke'o (*Fulica alai*),  
15 the Hawaiian Gallinule or 'Alae 'ula (*Gallinula chloropus sandvicensis*), and the  
16 Hawaiian Duck or Koloa Maoli (*Anas wyvilliana*) (all endangered).  
17

18 The Contractor shall protect these endangered species throughout the  
19 construction duration.  
20

21 **671.02 Materials.** None  
22

23 **671.03 Construction.**  
24

25 **(A) Pre-Construction and Construction Requirements.** Comply with  
26 the following conditions and the notes in the Contract Plans:  
27

28 **(1) Hawaiian Hoary Bats.** Hawaiian Hoary Bats nest in both  
29 exotic and native woody vegetation. There will be no disturbance,  
30 removal, or trimming of woody plants greater than 15 feet (4.6 meters)  
31 tall during the birthing and pup rearing season (June 1 through  
32 September 15).  
33

34 Additionally, barbed wire will not be used for fencing.  
35

36 **(2) Hawaiian Monk Seal.** All regular on-site staff shall be trained  
37 to identify the Hawaiian Monk Seal and trained on appropriate steps to  
38 take if these species are present on-site.  
39

40 Construction activities shall not take place if a Hawaiian Monk  
41 Seal is in the construction area or within 150 feet of the construction  
42 area. Construction can only begin after the animal voluntarily leaves  
43 the area. If a monk seal/pup pair is present a minimum 300-foot  
44 buffer shall be observed. If a Hawaiian Monk Seal is noticed after  
45 work has already begun, that work may continue only if, in the best  
46 judgment of the Biological Monitor, that there is no way for the activity

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to adversely affect the animal(s).

Any construction-related debris that may pose an entanglement threat to Hawaiian Monk Seals shall be removed from the construction area at the end of each day and at the conclusion of the construction project.

Workers shall not attempt to feed, touch, ride, or otherwise intentionally interact with any listed species.

**(3) Sea Turtles.** Sea turtles may nest on any sandy beach in the Pacific Islands. Nesting occurs on beaches from May through September, peaking in June and July, with hatchlings emerging through November and December. Construction can compact and erode sand and sediments, destroy sea turtle nests, erode beaches, create runoff of contaminants, and create light that disorients hatchlings and deters nesting. Off-road vehicle traffic on beaches, including construction equipment, directly affecting sea turtles and their nests by crushing individuals and degrading habitat with erosion and compacting sand and sediment.

To avoid and minimize project-related adverse effects to sea turtles and their nests, incorporate these conservation measures:

**(a)** No vehicle use or modifying the beach/dune environment during the sea turtle nesting or hatching season, which extends from May through December.

**(b)** Employ U.S. Fish and Wildlife Service Recommended Standard Best Management Practices when working in aquatic environments.

**(c)** Remove any project-related debris, trash, and equipment from the beach or dune if not actively in use.

**(d)** Do not stockpile project-related materials in the intertidal zone, reef flats, stream channels, or river channels.

Optimal turtle nesting habitat is a dark beach, free of barriers that could restrict sea turtle movement. Lighting and human presence deters nesting turtles from approaching, laying eggs, and successfully nesting. Artificial light disorients sea turtles and they become exhausted, causing them to nest in inappropriate locations, such as at or below the high tide line. Artificial lighting also disorients hatchlings as they emerge from nests. Sea turtles need darkness on beaches so they can successfully navigate back to the ocean. In-water work at

93 night shall be avoided, unless emergency maintenance and repair of  
94 erosion and sediment controls are necessary to meet permit  
95 conditions.

96  
97 Contractor shall incorporate these measures to avoid and  
98 minimize project-related adverse effects to sea turtles and their young  
99 from lighting:

100  
101 (a) Avoid nighttime work during the nesting and hatching  
102 season, which extends from May through December.

103  
104 (b) Minimize the use of lighting and shield all project-related  
105 lights to ensure this light is not visible from any beach.

106  
107 (c) If full shielding of light is not possible, or if you require  
108 the use of headlights, fully enclose the light source using light  
109 filtering tape or filters.

110  
111 (4) **Hawaiian Goose.** Any Hawaiian Goose in or near the project  
112 area will not be approached, fed, or disturbed in any way.

113  
114 If Hawaiian Goose are observed loafing, foraging, or otherwise  
115 present within the project area during the breeding season  
116 (September 1 through April 30), a trained biologist will survey the area  
117 near the project prior to work each day. Also, nest surveys will be  
118 conducted in and around the project area by a biologist familiar with  
119 the nesting behavior of Hawaiian Goose prior to the resumption of any  
120 work. Surveys will be repeated after any delay in work of three or  
121 more days. If a nest is identified within 150 feet of the work area, all  
122 work will cease and the United States Department of Interior Fish and  
123 Wildlife Service (USFWS) will be contacted immediately for further  
124 guidance.

125  
126 In areas where Hawaiian Goose are known to be present,  
127 reduced speed limits will be posted and implemented and project  
128 personnel and Contractors will be informed of the presence of  
129 endangered species on-site.

130  
131 (5) **Hawaiian Seabirds.** Newell's Shearwater and Band-Rumped  
132 Storm-Petrel may traverse the project area at night during breeding  
133 season, which extends from March 1 through December 15. If night  
134 time work will be required in conjunction with the development of the  
135 project, all lights will be fully shielded so the bulb can only be seen  
136 from below bulb height and will only be in use when necessary to  
137 reduce the potential for interactions of nocturnally flying seabirds with  
138 external lights and man-made structures. All outdoor lights will be

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turned off when human activity is not occurring in the lighted area.

No night time construction will occur during the peak seabird fledging period (September 15 through December 15).

**(6) Hawaiian Waterbirds.** Hawaiian waterbirds occupy fresh and brackish-water marshes and natural or manmade ponds. Hawaiian stilts also occupy areas with ephemeral or persistent standing water. Because this project occurs near water, threats to these species from this project may include disturbance from human activity and injury or mortality from vehicle strikes.

Contractor shall incorporate these measures to avoid and minimize project-related adverse effects to the Hawaiian waterbirds:

**(a)** In areas where known presence of Hawaiian waterbirds occurs, post and implement reduced speed limits, and inform project personnel and Contractors of the presence of these endangered species.

**(b)** Because water resources occur in the project site, employ U.S. Fish and Wildlife Service Recommended Standard Best Management Practices when working in aquatic environments.

**(c)** Survey for Hawaiian waterbirds in or near the project area prior to work using survey biologists. Survey biologists should be trained and capable of identifying adults and juveniles of each species, nesting behaviors, and nests.

**i.** Surveys for species and nests should be repeated when a delay of work occurs that is three days or more (during which the birds may attempt to nest).

**ii.** If a nest or active brood is found, contact the Service within 24 hours for further guidance.

**iii.** Establish and maintain a 100-ft buffer around all active nests and/or broods until the chicks/ducklings have fledged. Do not conduct potentially disruptive activities or habitat alteration within this buffer.

**iv.** Have a biological monitor that is familiar with the species' biology present on the project site during all construction or earth moving activities until the chicks/ducklings fledge to ensure that Hawaiian

185 waterbirds and nests are not adversely affected.

186  
187 **(B) Compliance Requirements.** The Contractor shall protect all species  
188 noted above for the duration of construction. Failure to comply with the  
189 construction requirements, harm or a taking of an individual during the  
190 construction duration shall be enforceable by the U.S. Fish and Wildlife  
191 Service as set forth by the Endangered Species Act. Resultant penalties  
192 and/or fines shall be at the Contractor's expense without cost or liability to the  
193 State.

194  
195 **671.04 Measurement.** The Engineer will measure the work required for the  
196 protection of endangered species on a force account basis in accordance with  
197 Subsection 109.06 – Force Account Provisions and Compensation and as ordered  
198 by the Engineer.

199  
200 **671.05 Payment.** The Engineer will pay for the accepted protection of  
201 endangered species on a force account basis in accordance with Subsection 109.06  
202 – Force Account Provisions and Compensation. Payment will be full compensation  
203 for the work prescribed in this section, by the Engineer, and in the contract  
204 documents.

205  
206 The Engineer will pay for the following pay item when included in the proposal  
207 schedule:

208

Pay Item	Pay Unit
Protection of Endangered Species	Force Account

209  
210  
211  
212

213 An estimated amount may be allocated in the proposal schedule under  
214 "Protection of Endangered Species", but the actual amount to be paid will be the  
215 sum shown on the accepted force account records, whether this sum be more or  
216 less than the estimated amount allocated in the proposal schedule."  
217  
218  
219

220 **END OF SECTION 671**

1 Make the following Section a part of the Standard Specifications:  
2

3 **“SECTION 697– CLEAN AND PAINT EXISTING BRIDGE STEEL**  
4

5 **697.01 Description of Work.** This work is for the refurbishment and  
6 maintenance painting of the Hanalei Bridge Pratt Truss structure and the beneath  
7 roadway Warren Truss structure. This specification discusses containment of the  
8 bridge to prevent the escape of construction debris to the surrounding air,  
9 Hanalei River and river banks and surrounding soil. It details power washing on  
10 all structural steel to be painted, Near White Metal blasting and repainting of the  
11 Warren Truss, and spot touch-up and overcoating of the Pratt Truss. Repainting  
12 of the Warren truss will include the use of epoxy primers and a fluoropolymer  
13 topcoat. Coatings used on the Pratt Truss will be single component moisture  
14 cure urethanes (MCU). The Pratt Truss is currently galvanized steel with a 3  
15 coat MCU system.  
16

17 The Contractor awarded the work will be required to schedule, arrange and run a  
18 pre-job conference to discuss the pertinent issues of the work. The contractor shall  
19 be able to address the work schedule, containment, staffing, and discuss their  
20 understanding of the specification. A walk-thru of the work site, if applicable, will  
21 be part of the pre-job conference. At a minimum the Contractor’s field foreman and  
22 QC representative shall be present.  
23

24  
25 **REFERENCE STANDARDS**  
26

27 **American Society for Testing Materials (ASTM)**  
28

29 ASTM D-4285 “Standard Test Method for Indicating Oil and Water in  
30 Compressed Air”

31 ASTM D-4940 “Standard Test Method for Conductimetric Analysis of Blasting  
32 Media.

33 ASTM D-4417C “Standard Test Method for Field Measurement of Surface Profile  
34 of Blast Cleaned Steel  
35

36 **Society of Protective Coatings (SSPC), now AMPP**  
37

38 SSPC Volume 1 “Good Painting Practices”

39 SSPC-SP-1 “Solvent Cleaning

40 SSPC -SP-2 “Hand Tool Cleaning”

41 SSPC-SP-3 “Power Tool Cleaning”

42 SSPC-SP-11 “Power Tool Cleaning to Bare Metal”

43 SSPC-PA-2 “Measurement of Dry Coating Thickness with Magnetic Gages”

44 SSPC-QP-1, “Standard Procedure for Evaluating the Qualifications of  
45 Industrial/Marine Painting Contractors”



46 SSPC-Guide 6, "Guide for Containing Surface Preparation Debris Generated  
47 during Paint Removal Operations."  
48 SSPC-TG-15, Field Methods for Extraction and Analysis of Soluble Salts on Steel  
49 and Other Nonporous Substrates

50  
51

52 **697.02 Material Requirements.**

53

54 **(A) General.** In this Section, the words: coat; paint; coating and;  
55 painting are interchangeable. The word "system", when referencing coat or paint,  
56 means final product of several different, compatible coatings of paint. Specify the  
57 new paint or paint additive brand along with "or approved equal".

58

59 **(1)** The coating system for all steel surfaces to be painted on this  
60 project shall incorporate a custom system consisting of the following.  
61 The Pratt truss will be spot repaired and overcoated with a 3 coat  
62 Moisture Cured Urethane (MCU) system. The Warren Truss will be  
63 completely reblasted and coated with an organic zinc rich primer, an  
64 epoxy intermediate, and one topcoat of a FEVE fluoropolymer paint.  
65 For the Warren Truss, include a separate brush applied coat over all  
66 edges, corners, bolts, rivet heads, and weld seams (stripe coat).

67

68 NOTE: Recent inspection of the Pratt Truss has shown only minor  
69 areas of coating delamination to the galvanized layer. Such areas are  
70 to receive a 2 coat Moisture Cured Urethane (MCU) system consisting  
71 of the intermediate and topcoat system only, after proper surface  
72 preparation. Only areas where the galvanizing layer is corroded shall  
73 receive the full 3 coat MCU system.

74

75 **(2) Do not mix manufacturers.** The same manufacturer shall  
76 furnish the primer, intermediate, stripe, and topcoat.

77

78 **(3) Color.** Final colors shall match the existing cleaned coatings  
79 on the Hanalei Bridge; however the contractor's submission of color  
80 sample shall be submitted and approved in writing by the Engineer  
81 prior to the start of productive work. Photos of the existing bridge  
82 and color samples, along with any proprietary color references are all  
83 acceptable. The Engineer reserves the right to dictate the specific  
84 color scheme and sheen (gloss) to be applied.

85

86 **(4)** The Contractor shall submit color selection to the Engineer for  
87 review and final selection before ordering paint system products.  
88 Each coat of paint shall have distinctly contrasting shades of  
89 subsequent coats to be applied to aid in application and inspection.

90

91 (5) The Coating Manufacturer shall submit a Certificate of  
92 Compliance for the protective coatings stating that the Contractor can  
93 apply each coating between temperatures of 50-95F, and at relative  
94 humidity no greater than 85%. . The certification shall state that the  
95 paint system complies with the requirements specified herein.  
96

97 (6) The Coating Manufacturer shall prepare the paint at the factory,  
98 ready for application. No field thinning or tinting will be allowed after  
99 shipping the paint.

100  
101 (7) **Labeling.** Labels on containers shall show the exact title of the  
102 paint, the manufacturer's name, date of manufacture, date of  
103 expiration, the manufacturer's batch number, product code and the lot  
104 number if appropriate. Package the paint in new approved containers.  
105 Precautions concerning the handling and application of paint shall be  
106 shown on the label of all paint and clean-up solvent containers.  
107

108 **(B) Coatings Specified.** Unless otherwise specified in accompanying  
109 specifications, coatings used shall be in accordance with the following  
110 coating scheme:  
111

112 Warren Truss:  
113 Surface Preparation: SSPC SP-10 Near-White Metal Blasting (2.0-3.5 mil  
114 profile)  
115

116 Primer: Sherwin Williams ZincClad 4100 (organic zinc rich  
117 primer) @ 2-6 mils DFT  
118 Stripe Coat: Sherwin Williams Macropoxy 646 (fast cure epoxy) @ 3-  
119 5 mils DFT  
120 Intermediate: Sherwin Williams Macropoxy 646 (fast cure epoxy) @ 3-  
121 10 mils DFT  
122 Topcoat: Sherwin Williams Fluorokem HS100 (FEVE  
123 Fluoropolymer) @ 3-4 mils DFT. The topcoat shall have  
124 a low gloss finish as described under section (C) Paint  
125 System Requirements below.  
126

127 OR  
128

129 Primer: Tnemec 94 H<sub>2</sub>O Hydrozinc (organic zinc rich primer)  
130 @ 2.5-3.5 mils DFT  
131 Stripe Coat: Tnemec Epoxoline II Series V69 (hi build polyamide  
132 epoxy primer) @ 4-6 mils DFT  
133 Intermediate: Tnemec Epoxoline II Series V69 (polyamide epoxy  
134 primer) @ 4-6 mils DFT

135 Topcoat: Tnemec Fluoronar Series 1072V (FEVE Fluoropolymer)  
136 @ 2-3 mils DFT. The topcoat shall have a low gloss  
137 finish as described under section (C) Paint System  
138 Requirements below.

139

140 Pratt Truss

141 Surface Preparation: SP-2/SP-3/SP-11 Spot repair to existing sound coating  
142 and defective areas.

143

144 The primer, intermediate and topcoat shall be a Moisture Cure Urethane  
145 (MCU) and conform to the following scheme:

146

147 Primer: Single component zinc-rich component MCU, capable  
148 of being applied at 3 mils minimum DFT. The VOC  
149 shall be at or under 340 g/l (2.8 lbs/gal).

150

151 NOTE: The primer shall only be used on Pratt Truss bare steel touch-up  
152 areas only.

153

154 Intermediate: Single component micaceous iron oxide (MIOX) filled  
155 MCU, capable of being applied at 3 mils minimum DFT.  
156 The VOC shall be at or under 340 g/l (2.8 lbs/gal).

157

158 Topcoat: Single component micaceous iron oxide (MIOX) filled  
159 aliphatic MCU, capable of being applied at 2 mils  
160 minimum DFT. The VOC shall be at or under 340 g/l  
161 (2.8 lbs/gal). The topcoat shall have a low gloss finish  
162 as described under section (C) Paint System  
163 Requirements below.

164

165 Examples of MCU systems, meeting the above parameters are as follows,  
166 however candidate coating systems are not limited to these:

167

168 Wasser High Tech Coatings

169 Primer: MC Zinc 100 @3-5 mils DFT (for bare steel areas only)

170 Intermediate: MC-Miomastic 100 @ 3-5 mils DFT

171 Topcoat: MC-Ferrox A @ 2-4 mils DFT

172

173 OR

174

175 Wasser High Tech Coatings

176 Primer: MC Zinc 100 @3-5 mils DFT (for bare steel areas only)

177 Intermediate: MC-Ferrox B 100 @ 3-5 mils DFT

178 Topcoat: MC-Ferrox A @ 2-4 mils DFT

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OR

Sherwin Williams

Primer: Corothane I GalvaPack zinc primer @ 3-4 mils DFT (for bare steel areas only)

Intermediate: Corothane I Ironox B @ 3-5 mils DFT

Topcoat: Corothane I HS Aliphatic Finish coat @ 2-3 mils DFT

**(C) Paint System Requirements.**

- (1) For the Warren Truss, the topcoat shall be of Fluoropolymer FEVE technology and selected from the following manufacturers: Sherwin Williams (Fluorekem 100HS), and Tnemec Company, Inc. (Fluoronar Series 1072V). The gloss level shall be a matte finish, having a specular gloss of 10 or below.
- (2) For the Pratt Truss, the coatings (primer, midcoat and topcoat) shall be Moisture Cured Urethane technology, to match the existing coating scheme. The gloss level shall be a matte finish, having a specular gloss of 10 or below.

In the event the supplier cannot provide the aforementioned coatings, the Contractor shall submit for approval an alternate MCU coating system for review. The submittal shall include documentation that the currently specified system cannot be obtained, and the manufacturer's literature / product data sheets of the alternate system detailing percent volume solids, application parameters, recommended thickness, and VOC, shall be submitted. This literature shall include a reference list of equivalent structural projects where the proposed paint system was used, detailing dates, facility owner and coating applicator. No request for substitution will be considered that would decrease film thickness and/or number of coats or offer a change in the generic type of coating specified.

- (3) When the proposed Paint System manufacturer's literature requires a higher degree of surface preparation or a greater film thickness than specified herein, that degree of surface preparation and film thickness shall apply, at no additional cost to the State.
- (4) The proposed paint system shall have a minimum of two years' field exposure on similar structures.
- (5) No substitution will be considered unless request for approval has been submitted by the bidder and has been approved by the

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Engineer at least 10 days prior to close of bids. The burden of proof of the merit of the proposed substitute is upon the proposer. The Engineer's decision of approval or disapproval of the proposed substitution shall be final.

**697.03 Construction Requirements.**

**(A) General.**

(1) The coating Contractor shall comply with the current, State, Federal and local laws and regulations pertaining to the protection of the environment in the performance of this type of work. These include but are not limited to regulations required by the State Department of Health (DOH), and Federal Environmental Protection Agency (EPA) rules and regulations.

(2) The coating Contractor shall comply with the current Federal Occupational Safety and Health Administration (OSHA) and Hawaii Occupational Safety and Health (HIOSH) requirements for worker protection and safety equipment during all work on this project.

(3) The painting contractor shall be certified to SSPC-QP-1, Field Application to Complex Marine and Industrial Structures.

(4) All surface preparation and painting operations shall be inspected by a NACE CIP Level 1 Basic coating inspector, to be supplied by the Contractor. At a minimum, the inspector shall be present for all checkpoints listed in this specification. Inspections shall detail environmental conditions throughout the working day, , coating processes used, surface preparation processes used, DFT coating thicknesses of each coat, recoat windows, discrepancies, corrective actions, coatings applied, and any other pertinent information listed on submittal forms..

**(B) Site Preparations.**

(1) The Contractor's work shall, at all times, be made accessible to the Engineer. Contractor shall provide all safety, fall protection, access and scaffolding needs for the Engineer. The Contractor shall make ground level or superstructure access to all bents using man-lifts, ladders and/or scaffolding or stairs.

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**(C) Containment of Work and Protection of the Environment**

- (1)** In order to protect the surrounding natural environment and work environment, the Contractor will be required to contain each work area so that there is no escape of water-wash effluent, paint debris, abrasive blast media or dust, and any other construction debris to the surrounding area. In addition, care should be taken to contain any overspray to escape into the surrounding environment, above and under the structure. The contractor shall construct a containment, or multiple containments, capable of containing all material as described above. The contractor shall incorporate SSPC Guide 6 into their design submittals.
- (2)** Containment material shall be water impermeable where water washing will take place, and with rigid floor construction to aid in collection of spent abrasive where abrasive blasting will take place.
- (3)** Wash water effluent shall be removed on an ongoing basis throughout the project as to not interfere with ongoing operations. Containment of the work area shall remain in place until the final coat of paint has been cured, inspected, and accepted by the Engineer.

**(D) Surface Cleaning and Preparation.** The coating Contractor shall prepare the bridge steel as specified below:

- (1)** Before any surface preparation, remove all visible and non-visible contaminants described herein by methods specified in SSPC-SP1 Solvent Cleaning. General cleaning shall be accomplished using Low Pressure Water Cleaning (as defined in SSPC WJ-2/NACE WJ-2) at minimum working pressures of 1000 psi, not to exceed 3000 psi using fresh water. For the purposes of this specification, fresh water shall be defined as local potable water quality.

(NOTE: For the above deck Pratt truss structure and below deck transom beam, additional means above LPWC may be necessary to remove tightly adherent dirt and moss. Hand tools such as scrapers and Greenie pads may be necessary to achieve a contaminant-free surface.) Care must be taken to not damage tightly adherent coatings.

(NOTE: All sources of compressed air shall be tested daily and verified to be clean, dry, and oil free per ASTM D-4285.)

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(2) Vacuum or air blow-down (using clean, dry and oil-free air) shall be used to remove any standing water and to aid in drying surfaces prior to mechanical methods of surface preparation.

(3) Surface preparation of all Warren Truss steel shall be in accordance with Society of Protective Coatings standard SSPC-SP-10 Near White Metal Blasting. Blast profile shall be an anchor tooth profile of 2.0 – 3.5 mils, and shall be accomplished with an approved abrasive of sufficient grit size to achieve the proper profile.

(4) After power washing the Pratt Truss surfaces, perform a thorough SP-2/SP-3 Hand Tool/Power Tool surface preparation over all steel surfaces to ensure only tightly adherent coatings remain. In areas of coating delamination, feather edge existing tightly adherent coatings to base layers with by SP-2 or SP-3 methods.

(5) After SP-2/SP-3 cleaning, surfaces to be cleaned may require an additional SP-1 solvent cleaning prior to painting.

**NOTE ON QC CHECKPOINTS** - Coating Contractor shall inform Engineer at least 2 days prior to QC Checkpoint operations. In the event the Engineer is not present at the requested time, the Contractor may proceed to the next evolution, provided that Contractor documents QC data on the required data sheets, and written approval is obtained from the Engineer.

**QC Checkpoint - Cleanliness**

All surfaces to be prepared shall meet the requirements of SSPC-SP-1 Solvent Cleaning. Surfaces shall be cleaned so that chloride measurements taken on the washed steel measure under 10 µg/cm<sup>2</sup> chlorides as measured with any method detailed in SSPC Technology Guide 15. A minimum of 1 measurement shall be made for each 1000 ft<sup>2</sup> of surface washed. Surface conductivity may be substituted for chlorides. Conductivity shall measure less than 100 µS/cm.

**QC Checkpoint - Chlorides**

**(E) Surface Preparation and Coating Application for Touch-up areas.**  
A touch-up area is any area on the steel which includes a surface defect such as a gouge, scrape, or any area that has been damaged during the handling, transportation, ongoing bridge construction, or surface preparation

358 that has damaged the primer and exposed bare steel. Areas burned by torch  
359 cutting and welding are also included as touch-up.

360  
361 (1) Prepare damaged area(s) to sound coating or steel using  
362 methods described in SSPC-SP-2 Hand Tool Cleaning, SSPC-SP-3  
363 Power Tool Cleaning,. If damaged area is to bare steel, ensure that  
364 the exposed steel has a surface profile of 2.0 – 3.5 mils profile, using  
365 methods described in ASTM D4417C. Note that rotary disc sanding  
366 will destroy existing profile on the steel, so establishment of a profile  
367 by mechanical impact tooling such as needle guns, Bristle Blasters™,  
368 or roto-peens will be necessary.

369  
370 (2) Ensure that the surrounding area to intact coating is feathered  
371 smooth to eliminate rough edges.

372  
373 (3) Any single repair area under 4 in<sup>2</sup> may be repaired with SP-  
374 2/SP-3 methods, as approved by the Engineer. Any repair area over  
375 4 in<sup>2</sup> bare rusting steel shall be prepared in accordance with SP-11.  
376 For touch-up on Pratt Truss, care shall be taken to not destroy or  
377 remove underlying galvanizing layer on the underlying steel. If  
378 galvanizing is removed, zinc based primer shall be used in the touch-  
379 up process.

380  
381 (4) Remove any dust, residue and debris prior to paint touch-up  
382 according to SP-1.

383  
384 (5) Apply touch-up coats of the entire selected coating system if  
385 the damage exposes bare substrate steel. Application shall be by  
386 brush to specified thicknesses, in accordance with manufacturer's  
387 Product Data Sheet (PDS)

388  
389 (6) Follow Subsection "(G) Application Requirements (Primer,  
390 Intermediate and Topcoat)" for application of coats.

391  
392 **QC Preparation and Application for Touch-Up areas** - All areas on  
393 the Pratt and Warren Truss prepared and touched-up shall be verified  
394 for completeness by the Engineer prior to application of the Topcoat.

395  
396 **QC Checkpoint – Touch-Up**

397  
398  
399 **(F) Application of Stripe Coat (for Warren Truss)**

400  
401 (1) Prior to strip coating, verify all surfaces are clean and  
402 contaminant free according to SSPC SP-1.



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- (2) All stripe coating shall be accomplished by brush. Striping shall be applied to all edges, crevices, nuts, bolts, weld seams and tight metal-to-metal joints, with the selected epoxy intermediate coating. Stripe coat shall be of distinctly contrasting color of intermediate and topcoat to aid in determining coverage. During application, immediately brush out any runs, drips, sags or puddles. Stripe coating shall cover all edges of the structure, extending approximately ½” on either side of the edge, where applicable.
- (3) Galvanized nuts and bolts, if applicable, shall be wire brushed, solvent wiped and striped and painted as described herein.

**QC Checkpoint – Stripe Coat**

Verify stripe coat is applied to all applicable surfaces with no visible holidays and in accordance with good painting practice as detailed in SSPC PA-1.

**(G) Application Requirements (Prime Coat, Intermediate, and Topcoat), where applicable for all areas.**

- (1) The Contractor shall paint the bridge repair areas according to the best practices of the trade, in conformance with the recommendations of the coating manufacturer as delineated in the Product Data Sheets, observing all recommended environmental conditions, recoat windows, wet and dry film thicknesses, and in conformance with applicable portions of the Steel Structures Painting Council Specification SSPC-PA 1, except where superseded by these specifications.
- (2) Coating applicators shall use wet film thickness (WFT) gages periodically to ensure proper application thicknesses. Periodic WFT measurements shall be made during paint application utilizing an approved wet film thickness gage. After sufficient cure time, dry film thickness readings shall be taken with a calibrated electronic gage, of each coat in accordance with SSPC- PA-2. DFT measurements shall not be made in areas of stripe coat, as these will be higher than specified ranges. Where thickness measurements fall below the specified minimum, make additional application of paint as necessary to meet the thickness required, at no additional cost to the State.

**QC Checkpoints- Intermediate and Topcoat**

448 Verify substrate cleanliness immediately prior to prime coat  
449 application. Clean in accordance with SSPC SP-1 if not clean prior to  
450 application of prime coat.

451  
452 After cure of prime coat, accomplish a visual holiday inspection and  
453 rectify any discrepancies according to the Engineer.

454  
455 Verify substrate cleanliness immediately prior to intermediate  
456 application. Clean in accordance with SSPC SP-1 if not clean prior to  
457 application of intermediate coat.

458  
459 After cure of intermediate coat, accomplish a visual holiday inspection  
460 and rectify any discrepancies according to the Engineer.

461  
462 Verify substrate cleanliness immediately prior to topcoat application.  
463 Clean in accordance with SSPC SP-1 if not clean prior to application  
464 of topcoat.

465  
466 After cure of topcoat, accomplish a visual holiday inspection and  
467 rectify any discrepancies according to the Engineer.

468  
469 Verify DFT readings of prime, intermediate and topcoats in  
470 accordance with SSPC PA-2, according to the DFT schedule listed for  
471 the selected coating system.

472  
473 **(3)** Sufficient time shall elapse between successive coats to permit  
474 them to dry properly for recoating. Consult specific Product Data  
475 Sheet (PDS) for proper cure times. If any appreciable time elapses  
476 between painting operations, as judged by the Engineer, the coating  
477 manufacturer or Contractor shall re-clean surfaces before restarting  
478 painting operations.

479  
480 **(4)** Apply coatings via airless spray utilizing approved equipment  
481 standard to the industry according to the instruction of the paint  
482 manufacturer. Topcoats shall be applied by airless spray to a smooth  
483 even finish free of runs, drips, sags, dry-spray, orange-peel, and  
484 holidays. (All stripe coating of the Warren Truss, and localized touch-  
485 up, as on the Pratt Truss, shall be applied by brush.)

486  
487 **(H) Submittals.**

488  
489 **(1) Paint Manufacturer's Product Data Sheet (PDS).** The  
490 Contractor shall submit paint manufacturer's paint product data  
491 sheet with their written warranty, including the conditions  
492 limiting the warranty. Product Certificates of Conformance

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(CoC's) shall accompany all material used under this specification and shall be submitted. Any alternate materials, as described above shall be submitted to the Engineer for review at least 7 days prior to the start of production work.

- (2) **Paint Manufacturer's Safety Data Sheets (SDS).** The contractor shall submit the corresponding SDS for each material supplied, including intermediate, stripe, and topcoats, along with thinning/cleaning solvents.
- (3) **Abrasive.** If applicable, type and size of abrasive, along with any pertinent documentation and Certificates of Conformance shall be submitted for the abrasive used in abrasive blasting operations. The CoC for the abrasive media shall list abrasive cleanliness testing results per ASTM D4940.
- (4) **Coating contractor's Quality Control (QC) reports.** The Contractor shall maintain daily surface preparation and coating inspection reports in accordance with details of the QP-1 Contractor Certification. The reports shall detail the work performed, noting areas prepared/painted, environmental conditions throughout the day (to include Substrate Temperature, Ambient Temperature, Dew Point, and Relative Humidity), product applied, batch numbers, date of manufacture, acceptance criteria, QC data, notes and any problems encountered. A weekly report shall be compiled from the daily reports and submitted to the Engineer on a weekly basis. A sample blank copy of the daily inspection report to be used shall be submitted to the Engineer prior to the start of production work.
- (5) **Coating Contractor's Work Plan.** Within two weeks of starting production work, the contractor shall submit a Coating Work Plan, detailing a timetable of significant events for the entire bridge repainting process. The work plan, at a minimum, will detail coating contractor name and location, days and working hours, traffic flow disruptions, dates of mobilization, dates of containment erection, preparation and coating activities, specific equipment and methods used, and abrasive media (if applicable) data sheets, final acceptance and demobilization.
- (6) **Name and resume of proposed NACE CIP Level 1 Basic coating inspector.** This shall include details of past inspection activities.

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**(7) Containment Design.** Details of the level of Class and containment (per SSPC Guide 6), details of materials of construction, framing, penetrability, joints and ventilation, and lighting, if applicable. See Special Provisions Section 209 for additional information regarding the necessary BMP's, containment, and work platform as well as for measurement and payment information.

**(I) Cleanup and Disposal.** The Contractor shall clean up the entire project site of painting, cleaning debris, containment, masking material, BMP's and other debris caused by the Contractor's operations, before receiving final payment. This work shall be considered incidental to the other contract items.

**QC Checkpoint- Final Acceptance**

**697.04 Measurement.**

**(A)** Clean and paint existing steel members will be paid on a lump sum basis. Measurement for payment will not apply. Removal and disposal of power washing water and debris, and the use of a NACE CIP Level 1 Basic coating inspector shall be considered incidental to cleaning and painting steel members.

**697.05 Payment.** The Engineer will pay for the accepted pay item listed below at contract price per lump sum, as shown in the proposal schedule. Payment will be full compensation for work prescribed in this section and contract documents.

The Engineer will pay for the following pay item when included in proposal schedule:

<b>Pay Item</b>	<b>Pay Unit</b>
Clean and Paint Existing Steel Members – _____	Lump Sum

**END OF SECTION 697"**

1 **SECTION 699 – MOBILIZATION**

2  
3 Make the following amendments to said Section:

4  
5 (I) Amend **699.03 Applicability** by revising from lines 21 to 24 to read as  
6 follows:

7  
8 **“699.03 Applicability.** Maximum bid allowed for this item is an amount not to  
9 exceed 6 percent of the sum of all items excluding the bid price of this item.”

10  
11 (II) Amend **699.05 Payment** by revising from lines 44 to 47 to read as follows:

12  
13 “Mobilization (Not to exceed 6 percent of the sum of all items  
14 excluding the bid price of this item) Lump Sum”

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20 **END OF SECTION 699**  
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1           **SECTION 750 – TRAFFIC CONTROL SIGN AND MARKER MATERIALS**

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3       Make the following amendments to said Section:

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5       **(I)**     Amend **Subsection 750.01(A)(1) Retroreflectorization** by replacing lines  
6       8 through 31 to read:

7  
8       **“(1) Retroreflectorization.** The following shall be retroreflectorized:

9  
10       **(a)**     Background for illuminated guide signs and exit number panels ("E"  
11       designation) with ASTM D 4956 Type XI retroreflective sheeting.

12  
13       **(b)**     Background for non-illuminated guide signs and exit number panels  
14       ("D" designation) with ASTM D 4956 Type XI retroreflective sheeting.

15  
16       **(c)**     Messages, arrows, and borders of guide signs and exit number  
17       panels ("D" and "E" designations) with ASTM D 4956 Type XI  
18       retroreflective sheeting.

19  
20       **(d)**     Regulatory and warning signs, directional signs ("DIR" designation),  
21       route and auxiliary markers, shield symbols, yellow "EXIT ONLY" panels,  
22       construction warning signs, and barricade rails, completely, with Type III,  
23       IV, or IX retroreflective sheeting.

24  
25       **(e)**     Pedestrian, school, bicycle crossing series, completely with Type IX  
26       fluorescent yellow green retroreflective sheeting.”

27  
28       **(II)**    Amend **Subsection 750.01(B) Backing** by replacing lines 72 through 73  
29       to read:

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31       “Aluminum sheet shall conform to ASTM B 209, alloy 5052-H38 or 6061-  
32       T6 flat sheet.”

33  
34       **(III)**   Amend **Subsection 750.01(E) Retroreflective Sheeting Materials** by  
35       replacing lines 1126 through 1137 to read:

36  
37       **“(E) Retroreflective Sheeting Materials.** Retroreflective sheeting  
38       includes white or colored sheeting having smooth outer surface.

39  
40       Retroreflective sheeting shall be classified in accordance with ASTM D  
41       4956.

42  
43       The coefficient of retroreflection shall meet the minimum requirements of  
44       ASTM D 4956 for the type of reflective sheeting specified.

45  
46       The color shall conform to the latest appropriate standard color tolerance  
47       chart issued by the U.S. Department of Transportation, Federal Highway

48 Administration and to the daytime and nighttime color requirements of ASTM D  
49 4956.

50

51 Test methods and procedures shall be in accordance with ASTM.”

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53 **(IV)** Amend **Subsection 750.02 Sign Posts** by replacing lines 1168 through  
54 1172 to read:

55

56 **“750.02 Square Tube Posts.** Square tube posts shall conform to ASTM A 653  
57 for cold-rolled, carbon steel sheet, commercial quality; or ASTM A 787 for  
58 electric-resistance-welded, metallic-coated carbon steel mechanical tubing.”

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**END OF SECTION 750**

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

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

### Rate of Wages for Laborers and Mechanics

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

### Overtime

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

### Weekly Pay

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

### Posting of Wage Rate Schedules

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

### Withholding of Accrued Payments

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

### Certified Weekly Payrolls and Payroll Records

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



## Termination of Work on Failure to Pay Wages

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

## Apprentices

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

## Enforcement

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



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

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

Superseded General Decision Number: HI20210001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/18/2022
3	02/25/2022
4	03/04/2022
5	03/11/2022
6	03/18/2022
7	03/25/2022
8	04/15/2022
9	07/08/2022
10	08/19/2022
11	08/26/2022
12	09/02/2022
13	09/09/2022

ASBE0132-001 06/05/2022

Rates Fringes

Asbestos Workers/Insulator  
 Includes application of  
 all insulating materials,  
 protective coverings,  
 coatings and finishes to  
 all types of mechanical  
 systems. Also the  
 application of  
 firestopping material for  
 wall openings and  
 penetrations in walls,  
 floors, ceilings and  
 curtain walls.....\$ 42.80 25.85

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 BOIL0627-005 01/01/2021

Rates Fringes

BOILERMAKER.....\$ 37.25 31.25

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 BRHI0001-001 08/30/2021

Rates Fringes

BRICKLAYER  
 Bricklayers and Stonemasons.\$ 46.46 30.43  
 Pointers, Caulkers and  
 Weatherproofers.....\$ 46.71 30.43

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 BRHI0001-002 08/30/2021

Rates Fringes

Tile, Marble & Terrazzo Worker  
 Terrazzo Base Grinders.....\$ 42.59 32.57  
 Terrazzo Floor Grinders  
 and Tenders.....\$ 41.04 32.57  
 Tile, Marble and Terrazzo  
 Workers.....\$ 44.40 32.57

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 CARP0745-001 10/01/2021

Rates Fringes

Carpenters:

Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man.....	\$ 51.25	24.84
Millwrights and Machine Erectors.....	\$ 51.50	24.84
Power Saw Operators (2 h.p. and over).....	\$ 51.40	24.84

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CARP0745-002 10/01/2021

Rates Fringes

Drywall and Acoustical Workers and Lathers.....	\$ 51.50	24.84
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ELEC1186-001 08/22/2022

Rates Fringes

Electricians:		
Cable Splicers.....	\$ 60.51	30.90
Electricians.....	\$ 53.55	30.69
Telecommunication worker....	\$ 34.94	13.69

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ELEC1186-002 08/22/2022

Rates Fringes

Line Construction:		
Cable Splicers.....	\$ 60.51	30.90
Groundmen/Truck Drivers.....	\$ 40.16	25.34
Heavy Equipment Operators...	\$ 48.20	28.43
Linemen.....	\$ 53.55	30.69
Telecommunication worker....	\$ 34.94	13.69

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ELEV0126-001 01/01/2022

Rates Fringes

ELEVATOR MECHANIC.....	\$ 65.33	36.885+a+b
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a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

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ENGI0003-002 09/03/2018

Rates Fringes

Diver (Aqua Lung) (Scuba)		
Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)...	\$ 66.00	31.26
Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)..	\$ 56.63	31.26
Stand-by Diver (Aqua Lung)		

(Scuba).....	\$ 47.25	31.26
Diver (Other than Aqua Lung)		
Diver (Other than Aqua Lung).....	\$ 66.00	31.26
Diver Tender (Other than Aqua Lung).....	\$ 44.22	31.26
Stand-by Diver (Other than Aqua Lung).....	\$ 47.25	31.26
Helicopter Work		
Airborne Hoist Operator for Helicopter.....	\$ 45.80	31.26
Co-Pilot of Helicopter.....	\$ 45.98	31.26
Pilot of Helicopter.....	\$ 46.11	31.26
Power equipment operator - tunnel work		
GROUP 1.....	\$ 42.24	31.26
GROUP 2.....	\$ 42.35	31.26
GROUP 3.....	\$ 42.52	31.26
GROUP 4.....	\$ 42.79	31.26
GROUP 5.....	\$ 43.10	31.26
GROUP 6.....	\$ 43.75	31.26
GROUP 7.....	\$ 44.07	31.26
GROUP 8.....	\$ 44.18	31.26
GROUP 9.....	\$ 44.29	31.26
GROUP 9A.....	\$ 44.52	31.26
GROUP 10.....	\$ 44.58	31.26
GROUP 10A.....	\$ 44.73	31.26
GROUP 11.....	\$ 44.88	31.26
GROUP 12.....	\$ 45.24	31.26
GROUP 12A.....	\$ 45.60	31.26
Power equipment operators:		
GROUP 1.....	\$ 41.94	31.26
GROUP 2.....	\$ 42.05	31.26
GROUP 3.....	\$ 42.22	31.26
GROUP 4.....	\$ 42.49	31.26
GROUP 5.....	\$ 42.80	31.26
GROUP 6.....	\$ 43.45	31.26
GROUP 7.....	\$ 43.77	31.26
GROUP 8.....	\$ 43.88	31.26
GROUP 9.....	\$ 43.99	31.26
GROUP 9A.....	\$ 44.22	31.26
GROUP 10.....	\$ 44.28	31.26
GROUP 10A.....	\$ 44.43	31.26
GROUP 11.....	\$ 44.58	31.26
GROUP 12.....	\$ 44.94	31.26
GROUP 12A.....	\$ 45.30	31.26
GROUP 13.....	\$ 42.22	31.26
GROUP 13A.....	\$ 42.49	31.26
GROUP 13B.....	\$ 42.80	31.26
GROUP 13C.....	\$ 43.45	31.26
GROUP 13D.....	\$ 43.77	31.26
GROUP 13E.....	\$ 43.88	31.26

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets,

highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A" Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and

similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Grader (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Scooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds "struck" m.r.c.); Operators (Derricks,

Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

#### BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
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Booms over 250 feet

1.75

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ENGI0003-004 09/04/2017

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand.....	\$ 41.22	30.93
Boat Operator.....	\$ 43.43	30.93
Master Boat Operator.....	\$ 43.58	30.93
Dredging: (Clamshell or Dipper Dredging)		
GROUP 1.....	\$ 43.94	30.93
GROUP 2.....	\$ 43.28	30.93
GROUP 3.....	\$ 42.88	30.93
GROUP 4.....	\$ 41.22	30.93
Dredging: (Derricks)		
GROUP 1.....	\$ 43.94	30.93
GROUP 2.....	\$ 43.28	30.93
GROUP 3.....	\$ 42.88	30.93
GROUP 4.....	\$ 41.22	30.93
Dredging: (Hydraulic Suction Dredges)		
GROUP 1.....	\$ 43.58	30.93
GROUP 2.....	\$ 43.43	30.93
GROUP 3.....	\$ 43.28	30.93
GROUP 4.....	\$ 43.22	30.93
GROUP 5.....	\$ 37.88	26.76
Group 5.....	\$ 42.88	30.93
GROUP 6.....	\$ 37.77	26.76
Group 6.....	\$ 42.77	30.93
GROUP 7.....	\$ 36.22	26.76
Group 7.....	\$ 41.22	30.93

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

- GROUP 1: Clamshell or Dipper Operator.
- GROUP 2: Mechanic or Welder; Watch Engineer.
- GROUP 3: Barge Mate; Deckmate.
- GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

- GROUP 1: Leverman.
- GROUP 2: Watch Engineer (steam or electric).
- GROUP 3: Mechanic or Welder.
- GROUP 4: Dozer Operator.
- GROUP 5: Deckmate.
- GROUP 6: Winchman (Stern Winch on Dredge)
- GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

- GROUP 1: Operators (Derricks, Piledrivers and Cranes).
- GROUP 2: Saurman Type Dragline (over 5 cubic yards).
- GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
- GROUP 4: Deckhand, Fireman, Oiler.

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ENGI0003-044 09/03/2018

Rates Fringes

Power Equipment Operators  
(PAVING)

Asphalt Concrete Material Transfer.....	\$ 42.92	32.08
Asphalt Plant Operator.....	\$ 43.35	32.08
Asphalt Raker.....	\$ 41.96	32.08
Asphalt Spreader Operator....	\$ 43.44	32.08
Cold Planer.....	\$ 43.75	32.08
Combination Loader/Backhoe (over 3/4 cu.yd.).....	\$ 41.96	32.08
Combination Loader/Backhoe (up to 3/4 cu.yd.).....	\$ 40.98	32.08
Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals).....	\$ 42.92	32.08
Grader.....	\$ 43.75	32.08
Laborer, Hand Roller.....	\$ 41.46	32.08
Loader (2 1/2 cu. yds. and under).....	\$ 42.92	32.08
Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.).....	\$ 43.24	32.08
Roller Operator (five tons and under).....	\$ 41.69	32.08
Roller Operator (over five tons).....	\$ 43.12	32.08
Screed Person.....	\$ 42.92	32.08
Soil Stabilizer.....	\$ 43.75	32.08

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IRON0625-001 09/01/2021

Rates Fringes

Ironworkers:.....	\$ 43.50	36.84
a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.		

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LAB00368-001 08/30/2021

Rates Fringes

Laborers:		
Driller.....	\$ 40.35	23.49
Final Clean Up.....	\$ 30.05	18.87
Gunite/Shotcrete Operator and High Scaler.....	\$ 39.85	23.49
Laborer I.....	\$ 39.35	23.49
Laborer II.....	\$ 36.75	23.49
Mason Tender/Hod Carrier....	\$ 39.85	23.49
Powderman.....	\$ 40.35	23.49
Window Washer (bosun chair).\$	38.85	23.49

LABORERS CLASSIFICATIONS

Laborer I: Air Blasting run by electric or pneumatic compressor; Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and

sidewalks); Buggymobile; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting

and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks,

parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, stablishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unloading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected

with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

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 \* LAB00368-002 09/05/2022

	Rates	Fringes
Landscape & Irrigation		
Laborers		
GROUP 1.....	\$ 27.25	15.80
GROUP 2.....	\$ 28.25	15.80
GROUP 3.....	\$ 22.15	15.80

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both

precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons):.

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of

sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

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 \* LAB00368-003 09/05/2022

	Rates	Fringes
Underground Laborer		
GROUP 1.....	\$ 40.60	24.25
GROUP 2.....	\$ 42.10	24.25
GROUP 3.....	\$ 42.60	24.25
GROUP 4.....	\$ 43.60	24.25
GROUP 5.....	\$ 43.95	24.25
GROUP 6.....	\$ 44.20	24.25
GROUP 7.....	\$ 44.65	24.25

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

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 PAIN1791-001 07/01/2022

	Rates	Fringes
Painters:		
Brush.....	\$ 40.00	30.59
Sandblaster; Spray.....	\$ 40.00	30.59

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 PAIN1889-001 07/01/2022



	Rates	Fringes
Glaziers.....	\$ 41.50	38.37
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PAIN1926-001 02/27/2022		

	Rates	Fringes
Soft Floor Layers.....	\$ 38.77	33.31
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PAIN1944-001 01/02/2022		

	Rates	Fringes
Taper.....	\$ 43.85	32.65
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* PLAS0630-001 09/05/2022		

	Rates	Fringes
PLASTERER.....	\$ 45.00	33.58
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PLAS0630-002 08/31/2020		

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 42.65	32.29
Trowel Machine Operators....	\$ 42.80	32.29
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PLUM0675-001 07/03/2022		

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...	\$ 50.13	29.05
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ROOF0221-001 09/05/2021		

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply).....	\$ 42.55	20.78
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SHEE0293-001 02/27/2022		

	Rates	Fringes
Sheet metal worker.....	\$ 46.22	30.64
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* SUHI1997-002 09/15/1997		

	Rates	Fringes
Drapery Installer.....	\$ 13.60 **	1.20
FENCE ERECTOR (Chain Link Fence).....	\$ 9.33 **	1.65
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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

**P R O P O S A L**

**6/02/98**

**PROPOSAL TO THE  
STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION**

**PROJECT:**                   **KUHIO HIGHWAY  
HANALEI BRIDGE REPAIR  
DISTRICT OF HANALEI  
ISLAND OF KAUAI**

**FEDERAL-AID  
PROJECT NO.:**           **BR-0560(016)**

**COMPLETION TIME:**   **275 Working Days from the date indicated in the Start  
Work Date from the Department.**

**DBE PROJECT GOAL:**   **4.0%**

**DESIGN PROJECT MANAGER:**

**NAME:**                   **Eric Fujikawa**  
**ADDRESS:**           **1720 Haleukana Street, Lihue, HI 96766**  
**PHONE NO.:**       **(808) 241-3015**  
**FAX NO.:**           **(808) 241-3011**

Director of Transportation  
869 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e., an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.
4. It will not maintain for its employees any segregated facilities at any of its establishments.
5. Does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 1032D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Unless amended by Special Provision, agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: Hawaii Standard Specifications for Road and Bridge Construction, 2005, and/or the General Provisions for Construction Projects for AIR and WATER Transportation Facilities Division dated 2016, as applicable, the Notice to Bidders, Special Provisions, Proposal, Contract, Bond Forms, and Project Plans.

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

\_\_\_\_\_ Surety Bid Bond (Use standard form),

\_\_\_\_\_ Cash,

\_\_\_\_\_ Cashier's Check,

\_\_\_\_\_ Certified Check, or

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



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

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

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

The undersigned Bidder asserts that affirmative action has been taken to seek out and consider Disadvantaged Business Enterprises (DBEs) for portions of the work which can be subcontracted, and the affirmative actions of the Bidder are fully documented in its records and are available upon request by the Department. It is also understood that it must meet or exceed the DBE contract goal listed on page P-1 or demonstrate that it made good faith efforts to meet the DBE project goal. The undersigned as Bidder, agrees to utilize each participating DBE that it submitted to meet the contract goal of \_\_\_\_\_% (percentage to be completed by Bidder) DBE participation if the contract is awarded to it, and shall maintain such DBE participation during the construction of this project.

**SUBCONTRACTOR LISTING**  
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
<b>SUBCONTRACTOR:</b>		
1.	_____	_____
1a <sup>1</sup> .	_____	_____
2.	_____	_____
2a.	_____	_____
3.	_____	_____
3a.	_____	_____
4.	_____	_____
4a.	_____	_____
5.	_____	_____
5a.	_____	_____
6.	_____	_____
6a.	_____	_____
7.	_____	_____
7a.	_____	_____

**NOTES:**

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

\_\_\_\_\_

<sup>1</sup> Second tier subcontractors

**JOINT CONTRACTOR LISTING**  
 (Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
<b>JOINT CONTRACTOR:</b>		
1.	_____	_____
	1a <sup>1</sup> . _____	_____
2.	_____	_____
	2a. _____	_____
3.	_____	_____
	3a. _____	_____
4.	_____	_____
	4a. _____	_____
5.	_____	_____
	5a. _____	_____
6.	_____	_____
	6a. _____	_____
7.	_____	_____
	7a. _____	_____

**NOTES:**

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

\_\_\_\_\_

<sup>1</sup> Second tier joint contractors

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

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

---

Bidder (Company Name)

---

Authorized Signature

---

Title

---

Business Address

---

Business Telephone

---

Email

---

Date

---

Contact Person (If different from above.)

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

NOTE:

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

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

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

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

**PROPOSAL SCHEDULE**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
209.1000	Installation, Maintenance, Monitoring, and Removal of BMP and Work Platform	LS	LS	LS	\$ _____
209.2000	Additional Water Pollution, Dust and Erosion Control	FA	FA	FA	\$ <u>180,000.00</u>
401.1000	HMA Pavement, Mix No. IV	11	TN	\$ _____	\$ _____
415.0110	Cold Planing	94	SY	\$ _____	\$ _____
501.1000	Structural Steel Repairs and Replacement of Bolt Assemblies	LS	LS	LS	\$ _____
501.2000	Additional Structural Steel Repairs	FA	FA	FA	\$ <u>40,000.00</u>
502.1000	Treated Timber 8x16 Stringers	LS	LS	LS	\$ _____
502.2000	Treated Timber 6x12 Deck, Diaphragms, and Sills	LS	LS	LS	\$ _____
502.3000	Treated Timber 6x6 Curb	LS	LS	LS	\$ _____
502.4000	Ipe Timber 2x12 Wearing Surface	LS	LS	LS	\$ _____
502.5000	Ipe Timber 4x12 Header	LS	LS	LS	\$ _____
629.1000	8-Inch Pavement Striping (Type I, Tape, or Thermoplastic)	275	LF	\$ _____	\$ _____
629.2000	12-Inch Pavement Striping (Type III, Tape, or Thermoplastic)	35	LF	\$ _____	\$ _____
629.3000	Type C Pavement Marker	8	EA	\$ _____	\$ _____

**PROPOSAL SCHEDULE**

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.1000	Regulatory Sign (10 Square Feet or Less)	2	EA	\$ _____	\$ _____
631.2000	Regulatory Sign (10 Square Feet or Less) w/ Post	5	EA	\$ _____	\$ _____
631.3000	Warning Sign (10 Square Feet or Less) w/ Post	5	EA	\$ _____	\$ _____
632.1000	Reflector Marker (RM-3) w/ Post	10	EA	\$ _____	\$ _____
632.2000	Type III Object Marker w/ Post	4	EA	\$ _____	\$ _____
632.3000	Object Marker (OM-5)	12	EA	\$ _____	\$ _____
636.1000	Additional E-Construction Programs, Additional Licenses or Additional Equipment	FA	FA	FA	\$ <u>10,000.00</u>
643.1000	Maintenance of Existing Landscape Areas	FA	FA	FA	\$ <u>50,000.00</u>
645.1000	Traffic Control	LS	LS	LS	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	FA	FA	FA	\$ <u>36,000.00</u>
648.1000	Field-Posted Drawings	LS	LS	LS	\$ _____
671.1000	Protection of Endangered Species	FA	FA	FA	\$ <u>90,000.00</u>
697.1000	Clean and Paint Existing Steel Members – Pratt Truss	LS	LS	LS	\$ _____
697.2000	Clean and Paint Existing Steel Members – Warren Truss	LS	LS	LS	\$ _____

**PROPOSAL SCHEDULE**

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
699.1000	Mobilization (Not to Exceed 6 Percent of the Sum of All Items Excluding the Bid Price of this Item)	LS	LS	LS	\$ _____

Sum of All Items ..... \$ \_\_\_\_\_

1.0 Bids shall include all Federal, State, County and other applicable taxes and fees.

2.0 The sum of All Items will be used to determine the lowest responsible bidder.

3.0 If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.

NOTE: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.

1 **PROPOSAL SCHEDULE**

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The bidder is directed to Subsection 105.16 – Subcontracts.

The bidder's attention is directed to Sections 696 - Field Office and Project Site Laboratory and 699 - Mobilization for the limitation of the amount bidders are allowed to bid.

If the bid price for any proposal item having a maximum allowable bid indicated therefore in any of the contract documents is in excess of such a maximum amount, the bid price for such proposal item shall be adjusted to reflect the limitation thereon. The comparison of bids to determine the successful bidder and the amount of contract to be awarded shall be determined after such adjustments are made, and such adjustments shall be binding upon the bidder.

The bidder is directed to Section 717 – Cullet and Cullet-Made Materials regarding recycling of waste glass.





## Disadvantaged Business Enterprise (DBE) Contract Goal Verification and Good Faith Efforts (GFE) Documentation For Construction

<b>Project #:</b>	<b>County:</b>
<b>DBE Project Goal:</b>	<b>Prime Contractor:</b>

As required by the specifications “*Disadvantaged Business Enterprise Requirements*,” the dollar amount of each subcontract (both DBE and non-DBE firms) for all subcontractors, manufacturers, suppliers, and trucking companies is due by the close of business, 4:30 P.M. Hawaii Standard Time (HST) five (5) days after bid opening. **Failure to provide required information sufficient to evaluate the bid/proposal shall be cause for bid/proposal rejection.**

Calculation of the DBE contract goal for this project is the proportionate contract dollar value of work performed, materials, and goods to be supplied by DBEs. DBE credit shall not be given for mobilization, force account items, and allowance items. This DBE contract goal is applicable to all the contract work performed for this project and is calculated as follows:

1. DBE contract goal percentage = Contract Dollar Value of the work to be performed by DBE subcontractors and manufacturers, plus 60% of the contract dollar value of DBE suppliers, divided by the sum of all contract items (sum of all contract items is the total amount for comparison of bids less mobilization, force account items, and allowance items).
  
2. The Department shall adjust the bidder’s/offeror’s DBE contract goal to the amount of the project goal if it finds that the bidder/offeror met the goal but erroneously calculated a lower percentage. If the amount the bidder/offeror submits as its contract goal exceeds the project goal, the bidder/offeror shall be held to the higher goal.

Name of Subcontractor, Supplier, Manufacturer, and Trucking Company	DBE (Y/N)	Bid Item Number and Description	Approx. Quantity/ Hours	Unit	Unit Price/ Rate	Dollar Amount

A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers	
B. Sum of all work items less mobilization, force account items, allowance items	
<b>A/B = DBE contract goal</b>	

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

## Summary of Good Faith Efforts (GFE)

As required by the specifications “*Disadvantaged Business Enterprise Requirements*,” documentation of GFE shall be submitted by the close of business, 4:30 P.M. HST five (5) days of bid opening. **The bidder/offeror shall respond to the following questions and describe efforts to obtain DBE participation whether or not the DBE project goal is met.** Responses must be sufficient to properly evaluate the bidder’s/offeror’s good faith efforts. Copies of correspondence return receipts, telephone logs, or other documentation will be required to support GFE. Attach additional sheets, if necessary. Based on responses given, HDOT shall make a determination of the bidders’ GFE. **Failure to provide required information sufficient to evaluate the bid/proposal shall be cause for bid/proposal rejection.**

1. Did you submit the required information by the close of business, 4:30 P.M. HST, five (5) days after bid opening (i.e. DBE name, address, NAICS code, description of work, project name, and number)?
2. Explain your GFE if any, to solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract.
  - a. Explain your GFE if any, to solicit the participation of potential DBEs as early in the procurement process as practicable.
  - b. Explain your GFE if any, to allow sufficient time for the DBEs to properly inquire about the project and respond to the solicitation.
  - c. Explain your GFE if any, to take appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project.
3. Explain your GFE if any, to identify and break up portions of work that can be performed by DBEs in order to increase the likelihood that a DBE will be able to participate, and that the DBE goal could be achieved (e.g. breaking out contract items into economically feasible units to facilitate DBE participation even when you might otherwise prefer to self-perform these work items).
4. Explain your GFE if any, to make available or provide interested DBEs with adequate information about the plans, specifications, and requirements of the project in a timely manner, and assist them in responding to your solicitation.
5. Explain your GFE if any, to negotiate in good faith with interested DBEs. Evidence of such negotiations includes documenting:
  - a) the names, addresses and telephone numbers of DBEs that were contacted; b) a description of the information that was provided to DBEs regarding the plans and specifications; and c) detailed explanation for not utilizing individual DBEs on the project.
6. Did you solely rely on price in determining whether to use a DBE? If yes please explain. The fact that there may be additional or higher costs associated with finding and utilizing DBEs are not, by themselves, sufficient reasons for your refusal to utilize a DBE or

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE:

failure to meet the DBE goal, provided that such additional costs are not unreasonable. Also, the ability or desire to perform a portion of the work with your own forces, that could have been undertaken by an available DBE, does not relieve you of the responsibility to make good faith efforts to meet the DBE goal, and to make available and solicit DBE participation in other areas of the project to meet the DBE goal.

7. Did you reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities? If yes, please explain. The DBEs standing within the industry, membership in specific groups, organizations or associates, and political or social affiliation are not legitimate basis for the rejection or non-solicitation of bids from particular DBEs.
8. Explain your GFE to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
9. Explain your GFE if any, to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
10. If you selected a non-DBE over a DBE subcontractor, please provide the quotes of each DBE and non-DBE subcontractor submitted to you for work on the contract; and for each DBE that was contacted but not utilized for a contract, provide a detailed written explanation for each DBE detailing the reasons for not utilizing or allowing the DBE to participate in the contract.
11. Explain your GFE if any, to effectively use the services of available minority/women community organizations, minority/women business groups, contractors' groups, and local, state and federal minority/women business assistance offices or other organizations to provide assistance in recruitment and placement of DBEs.

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE:



**Disadvantaged Business Enterprise (DBE)  
Contract Goal Verification and Good Faith Efforts (GFE)  
Documentation For Construction  
INSTRUCTIONS**

Project #	Self-explanatory
County	County where project is located
DBE Project Goal	Indicate DBE goal listed in the proposal on P-1
Prime Contractor	Name of prime contractor
Name of Subcontractor, Supplier, Manufacturer, and Trucking Company	Company name of subcontractor, supplier, manufacturer, or trucking firm
DBE (Y/N)	Y for yes and N for no
Bid Item Number and Description	Pay item and description
Approx. Quantity/ Hours	Self-explanatory
Unit	Unit of measure
Unit Price/ Rate	Self-explanatory
Dollar Amount	Total dollar amount committed to subcontractor, supplier, manufacturer, or trucking firm
A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers	Total amount of DBE participation
B. Sum of all work items less mobilization, force account items, allowance items	List total of work items minus mobilization, force accounts and allowances. DBE credit shall not be given for mobilization, force account items, and allowance items.
A/B = DBE contract goal	Self-explanatory
Name and Signature of Authorized Representative of Prime Contractor	Self-explanatory (Note: bidder must sign and date every page of form.)
Date	Date form is signed
Summary of Good Faith Efforts (GFE)	Complete by answering questions in detail and providing documentation to support how bidder demonstrated good faith efforts to meet the goal, irrespective of whether or not the goal was met.



## Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement Trucking Company

This commitment is subject to the award and receipt of a signed contract from the Hawaii Department of Transportation (HDOT) for the subject project. DBEs must be certified by the bid opening date.

<b>Project #:</b>	<b>County:</b>
<b>NAICS CODE/DESCRIPTION OF WORK:</b>	<b>SECONDARY NAICS CODE:</b>

\*All quantities and units should match the bid tab item whenever possible.

The prime contractor shall inform HDOT the dates when the trucking firm starts and completes all work under the subcontract.

<b>Estimated Beginning Date (Month/Year):</b>	<b>Estimated Completion Date (Month/Year):</b>
---	--

<b>TRUCKING COMPANY:</b>	Item No.	Item Description	Unit	Unit Price / Rate	Amount
				\$	\$
				\$	\$
				\$	\$
<b>TOTAL COMMITMENT AMOUNT</b>					<b>\$</b>

1. Number of hours contracted or quantities to be hauled: \_\_\_\_\_
2. Number of fully operational trucks to be used: \_\_\_\_\_ Tractor/trailers: \_\_\_\_\_ Dump trucks: \_\_\_\_\_
3. Number of fully operational trucks owned by DBE: \_\_\_\_\_ Dump trucks: \_\_\_\_\_ Tractors/trailers: \_\_\_\_\_
4. If Owner Operators or additional trucking companies are to be used answer the following:

Name of Trucking Company	DBE Y/N	Estimated Dollar Amount to be Contracted	Number and Type of Trucks (specify)
		\$	
		\$	

The prime contractor certifies by signature on this agreement to utilize the DBE trucking company as listed on the agreement form. If a DBE trucking company is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the contract DBE requirements. **IMPORTANT! The signatures of the DBE, prime contractor, and subcontractor (only if the DBE will be a second tier sub) confirms that all information on this Agreement is true and correct. Parties should sign Agreement in the order in which they are listed.**

<b>DBE NAME:</b>	Name/Title (please print):
Address:	Signature:
Phone:                      Fax:	
Email:	
<b>Prime Contractor:</b>	Name/Title (please print):
Address:	Signature:
Phone:                      Fax:	
Email:	
<b>Subcontractor (only if the DBE will be a second tier sub):</b>	Name/Title (please print):
Address:	Signature:
Phone:                      Fax:	
Email:	

HDOT retains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you.



## Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement Trucking Company INSTRUCTIONS

The purpose of this agreement is to secure the commitment of the bidder/offeror to utilize the listed DBE trucking company, and the DBE's confirmation that it will perform work for the bidder/offeror on this project. The information on this form shall be provided by the DBE.

Project #	Self-explanatory
County	County where project is located
NAICS Code/Description of Work	Primary North American Industry Classification System code under which DBE is certified to perform and description of work to be done
Secondary NAICS Code	List other NAICS codes firm is certified to perform
Estimated Beginning Date (Month/Year)	Date DBE shall begin work on the project
Estimated Completion Date (Month/Year)	Date DBE's work will be completed
Trucking Company	Name of DBE trucking company
Item No.	List pay item number
Item Description	Description of item
Unit	Unit of measure – e.g. weight or hours
Unit Price/Rate	Cost per unit or hourly rate
Amount	Total amount per pay item
Total Commitment Amount	Sum of all pay items and total commitment of bidder/offeror to DBE
Number of hours contracted or quantities to be hauled	Approximate number of hours or tonnage to be hauled
Number of fully operational trucks to be used:	Total number of trucks to be used for the project
Tractor/Trailers	Number of tractor trailers to be used
Dump Trucks	Number of dump trucks to be used
Number of fully operational trucks owned by DBE	Number of listed DBE's trucks to be used on this project
Name of Trucking Company	If other trucking companies (DBE or non-DBE) are to be leased, list name and information about type of trucks in this section
Estimated Dollar Amount to be Contracted	Provide information about estimated cost to lease trucks
Number of Dump Trucks, Tractor/Trailer	Self-explanatory
DBE NAME	DBE Company name
Name/Title	Name and title of DBE's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of DBE's representative
Date	Date agreement is signed
Prime Contractor	Company name

Name/Title	Name and title of prime contractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of prime contractor's representative
Date	Date agreement is signed
Subcontractor (only if the DBE will be a second tier sub):	Name of subcontractor only if the listed DBE trucking company will be performing work under this subcontractor
Name/Title	Name and title of the subcontractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of subcontractor
Date	Date agreement is signed



## Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement Subcontractor, Manufacturer, or Supplier

This commitment is subject to the award and receipt of a signed contract from the Hawaii Department of Transportation (HDOT) for the subject project. DBEs must be certified by the bid opening date.

<b>Project #:</b>	<b>County:</b>
<b>NAICS CODE/DESCRIPTION OF WORK:</b>	<b>SECONDARY NAICS CODE:</b>

\*All quantities and units should match the bid tab item whenever possible.

The prime contractor shall inform HDOT of the dates when the subcontractor starts and completes all work under the subcontract.

<b>Estimated Beginning Date (Month/Year):</b>	<b>Estimated Completion Date (Month/Year):</b>
---	--

<b>SUBCONTRACTOR:</b>	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
					\$	\$
					\$	\$
<b>TOTAL COMMITMENT AMOUNT</b>						\$

<b>MANUFACTURER:</b>	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
<b>TOTAL COMMITMENT AMOUNT</b>						\$

<b>SUPPLIER:</b>	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
<b>TOTAL COMMITMENT AMOUNT</b>						\$

The prime contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the contract DBE requirements. **IMPORTANT! The signatures of the DBE, prime contractor, and subcontractor (only if the DBE will be a second tier sub) confirms that all information on this Agreement is true and correct. Parties should sign Agreement in the order in which they are listed.**

<b>DBE NAME:</b>	Name/Title (please print):
Address:	Signature:
Phone: <input style="width: 80%;" type="text"/>	Date:
Fax: <input style="width: 80%;" type="text"/>	
Email: <input style="width: 90%;" type="text"/>	
<b>Prime Contractor:</b>	Name/Title (please print):
Address:	Signature:
Phone: <input style="width: 80%;" type="text"/>	Date:
Fax: <input style="width: 80%;" type="text"/>	
Email: <input style="width: 90%;" type="text"/>	
<b>Subcontractor (only if the DBE will be a second tier sub):</b>	Name/Title (please print):
Address:	Signature:
Phone: <input style="width: 80%;" type="text"/>	Date:
Fax: <input style="width: 80%;" type="text"/>	
Email: <input style="width: 90%;" type="text"/>	

HDOT retains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you.





## Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement Subcontractor, Manufacturer, or Supplier INSTRUCTIONS

The purpose of this agreement is to secure the commitment of the bidder/offeror to utilize the listed DBE, and the DBE's confirmation that it will perform work for the bidder/offeror on this project. The information on this form shall be provided by the DBE.

Project #	Self-explanatory
County	County where project is located
NAICS Code/Description of Work	Primary North American Industry Classification System code under which DBE is certified to perform and description of work to be done
Secondary NAICS Code	List other NAICS codes firm is certified to perform
Estimated Beginning Date (Month/Year)	Date DBE shall begin work on the project
Estimated Completion Date (Month/Year)	Date DBE's work will be completed
Subcontractor	Name of DBE subcontractor (company name)
Item No.	List pay item number
Item	Description of item
Approx. Quantity	Self-explanatory
Unit	List unit of measure
Unit Price	Cost per unit
Amount	Total amount per pay item
Total Commitment Amount	Sum of all pay items and total commitment of bidder/offeror to DBE
Manufacturer	Name of DBE manufacturer
Supplier	Name of DBE supplier (aka regular dealer)
DBE NAME	DBE Company name
Name/Title	Name and title of DBE's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of DBE's representative
Date	Date agreement is signed
Prime Contractor	Company name
Name/Title	Name and title of prime contractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of prime contractor's representative
Date	Date agreement is signed
Subcontractor (only if the DBE will be a second tier sub):	Name of subcontractor only if the listed DBE will be performing work under this subcontractor as a second tier subcontractor/supplier/manufacturer

Name/Title	Name and title of the subcontractor's representative that the listed DBE will work under as a second tier subcontractor/supplier/manufacture
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of subcontractor's representative
Date	Date agreement is signed

# SURETY BID BOND

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

KNOW ALL BY THESE PRESENTS:

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

as Offeror, hereinafter called the Principal, and

\_\_\_\_\_  
(Name of bonding company)

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

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

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

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

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

## WHEREAS:

The Principal has submitted an offer for \_\_\_\_\_

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

## NOW, THEREFORE:

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

**SAMPLE FORMS**

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Disclosure of Lobbying Activities (Standard Form - LLL and LLL-A)

Statement of Compliance (Form WH-348)

Chapter 104, HRS Compliance Certificate

# C O N T R A C T

THIS AGREEMENT, made this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_\_, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE," and \_\_\_\_\_ whose business and/or post office address is \_\_\_\_\_

\_\_\_\_\_ hereafter referred to as "CONTRACTOR":

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for

or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) as follows:

which sum shall be provided from the following fund(s):

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal, and plans for \_\_\_\_\_, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within \_\_\_\_\_ ( \_\_\_\_\_ ) working days from the date indicated in the notice to proceed from the STATE subject, however, to such extensions as may be provided for under the specifications.

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

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sums of

shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

The CONTRACTOR further agrees to execute the attached non-gratuity affidavit form prior to payment of the final estimate by the STATE.

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

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

STATE OF HAWAII

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

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Deputy Attorney General

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

**KNOW TO ALL BY THESE PRESENTS:**

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

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

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

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

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

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

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

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

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



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

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

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

(Seal)

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

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

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

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

# PERFORMANCE BOND

## KNOW ALL BY THESE PRESENTS:

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

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

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

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

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

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

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

- Certified Check No.** \_\_\_\_\_, dated \_\_\_\_\_, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

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

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

**NOW THEREFORE,**

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

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

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

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

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

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

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC

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

**KNOW TO ALL BY THESE PRESENTS:**

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

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

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

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

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

# LABOR AND MATERIAL PAYMENT BOND

## KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full legal name and street address of Contractor)  
as Contractor, hereinafter called Contractor, is held and firmly bound unto \_\_\_\_\_  
(State/County entity)  
its successors and assigns, as Obligee, hereinafter called Obligee, in the amount  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
(Dollar amount of Contract)

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

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

**WHEREAS:**

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

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

**NOW THEREFORE,**

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

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

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

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

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

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

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

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC

**DISCLOSURE OF LOBBYING ACTIVITIES**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure.)

Approved by  
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime  Congressional District, <i>if known</i> :
6. Federal Department/Agency:	7. Federal Program Name/Destination:  CFDA Number, <i>if applicable</i> :	
8. Federal Action Number, <i>if known</i> :	9. Award Amount, <i>if known</i> : \$	
10. a. Name and address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment ( <i>check all that apply</i> ): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment ( <i>check all that apply</i> ): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment ( <i>check all that apply</i> ): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees(s) or Member(s) contacted, for Payment Indicated in Item 11:   (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal Agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) or Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

STATEMENT OF COMPLIANCE

Date \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:

(Name of signatory party) (Title)  
 (1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on  
 (Contractor or subcontractor)  
 the \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_,  
 (Building or work)  
 \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the  
 full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said  
 \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have  
 (Contractor or subcontractor)  
 been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in  
 Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63  
 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 2760), and described below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborers or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-Referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate program for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARK	

NAME AND TITLE	SIGNATURE
THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

## INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

### Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

### Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

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

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

\_\_\_\_\_  
«CONTRACTOR»  
Name of Corporation, Partnership, or Individual  
\_\_\_\_\_  
Signature and Title of Signer

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

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