



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

**SPECIAL PROVISIONS
PROPOSAL
CONTRACT AND BOND**

FOR

**INSTALLATION OF ENHANCED PAVEMENT MARKING
AND NEW MILLED RUMBLE STRIP AT VARIOUS
LOCATIONS**

FEDERAL-AID PROJECT NO. HSIP-0900(105)

ISLANDS OF MAUI, MOLOKAI, AND LANAI

FY 2023

TABLE OF CONTENTS

Notice To Bidders

Instructions for Contractor's Licensing

Notice of Requirement for Affirmative Action to Ensure
Equal Employment Opportunity (Executive Order 11246)

Disadvantaged Business Enterprise (DBE) Requirements

Required Contract Provisions
Federal-Aid Construction Contracts

Special Provisions Title Page

Special Provisions:

DIVISION 100 - GENERAL PROVISIONS		
Section	Description	Pages
101	Terms, Abbreviations, and Definitions	101-1a – 101-13a
102	Bidding Requirements and Conditions	102-1a – 102-8a
103	Award And Execution of Contract	103-1a – 103-5a
104	Scope of Work	104-1a – 104-3a
105	Control of Work	105-1a – 105-3a
106	Material Restrictions and Requirements	106-1a
107	Legal Relations and Responsibility To Public	107-1a – 107-3a
108	Prosecution And Progress	108-1a – 108-25a
109	Measurement and Payment	109-1a – 109-2a
110	Installation of Enhanced Pavement Marking and New Milled Rumble Strip at Various Locations	110-1a – 110-5a

DIVISION 600 - INCIDENTAL CONSTRUCTION		
Section	Description	Pages
615	Milled Rumble Strip	615-1a – 615-3a
629	Pavement Markings	629-1a – 629-14a
632	Markers	632-1a
645	Work Zone Traffic Control	645-1a – 645-5a

DIVISION 700 - MATERIALS		
Section	Description	Pages
750	Traffic Control Sign and Marker Materials	750-1a – 750-2a
755	Pavement Marking Materials	755-1

Location Map

Maui Figure 1

MolokaiFigure 2

LanaiFigure 3

Work Order FormFigure 4

Requirement of Chapter 104, HRS

Wages and Hours of Employees on Public Works Law

Federal Wage Rates

Proposal Title Page

ProposalP-1 – P-17

Proposal Schedule

Area 1P-18 – P-22

Area 2P-23 – P-27

Area 3P-28 – P-33

Area 4P-34 – P-39

Area 5P-40 – P-44

Area 6P-45 – P-49

SummaryP-50

Proposal Schedule ClosingP-51

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

Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement
– Subcontractor, Manufacturer, or Supplier

Surety Bid Bond

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

END OF TABLE OF CONTENTS

NOTICE TO BIDDERS
(Chapter 103D, HRS)

The receiving of SEALED BIDS for **INSTALLATION OF ENHANCED PAVEMENT MARKING AND NEW MILLED RUMBLE STRIP AT VARIOUS LOCATIONS, ISLANDS OF MAUI, MOLOKAI, AND LANAI, FEDERAL-AID PROJECT NO. HSIP-0900(105)**, will begin as advertised on January 19, 2023 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, February 16, 2023 at 2:00pm Hawaii Standard Time (HST). Bids received after said due date and time shall not be considered.

The scope of work includes pavement marking and rumble strip installation on the islands of Maui, Molokai, and Lanai, on an “as-needed” basis.

To be eligible for award, bidders must possess a valid State of Hawaii General Engineering Contractor’s “A” or “Specialty Contractor’s “C-3” or “C-3a” license, prior to the award of contract.

A pre-bid conference is scheduled for January 26, 2023 at 10:00am. 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. Questions applicable to the Project Specifications should be submitted to the Project Manager no later than two days prior to the scheduled date of the pre-bid meeting. Please call Microsoft Teams to join the Pre-bid meeting at 1-808-829-4853, Phone Conference ID: 391 189 244#.

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 larry.d.hail@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 February 21, 2023. 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 Larry Hail, Project Manager, by phone at (808) 873-3535 or email at larry.d.hail@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.



ROBIN K. SHISHIDO
Deputy Director, Highways Division

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:

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)

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.¹

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.

¹ 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:**²
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).

² 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 long-standing 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".

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

“DIVISION 100 - GENERAL PROVISIONS

SECTION 101 - TERMS, ABBREVIATIONS, AND DEFINITIONS

101.01 Meaning of Terms. The specifications are generally written in the imperative mood. In sentences using the imperative mood, the subject, “the Contractor shall”, is implied. In the material specifications, the subject may also be the supplier, fabricator, or manufacturer supplying material, products, or equipment for use on the project. The word “will” generally pertains to decisions or actions of the State.

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

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

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association

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

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

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

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

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

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

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

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

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

Bag - 94 pounds of cement.

Barrel - 376 pounds of cement.

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

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

Bid - See Proposal.

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

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

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

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

Calendar Day - See Day.

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

Completion - See Substantial Completion and Final Completion.

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

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

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

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

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

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

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

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

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

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

Contracting Officer - See Engineer.

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

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

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

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

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

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

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

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

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

Final Acceptance - The Status of the project 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sidewalk - That portion of the roadway primarily constructed for use by pedestrians.

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

Specifications - Compilation of provisions and requirements to perform prescribed work.

(A) **Standard Specifications.** Specifications by the State intended for general application and repetitive use.

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

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

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

State Waters – All waters, fresh, brackish, or salt, around and within the State, including, but not limited to, coastal waters, streams, rivers, drainage ditches, ponds, reservoirs, canals, ground waters, and lakes; provided that drainage ditches, ponds, and reservoirs required as a part of a water pollution control system are excluded.

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

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

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

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

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

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

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

- (1) All traffic lanes (including shoulders, ramps, sidewalks and bike paths) are in their final configuration as designed and the final wearing surface has been installed;
- (2) All operational and safety devices have been installed in accordance with the contract documents including guardrails, end treatments, traffic barriers, required signs and pavement markings, drainage, parapet, and bridge and pavement structures;
- (3) All required illumination and lighting for normal and safe use and operation is installed and functional in accordance with the contract documents;
- (4) All utilities and services are connected and working;
- (5) The need for temporary traffic controls or lane closures at any time has ceased, except for lane closures required for routine maintenance;
- (6) The building, structure, improvement or facility can be used for its intended purpose.

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

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.

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.

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

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

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.

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

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.

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.

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

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

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

544 (1) Saturdays, Sundays, and recognized legal State holidays and such
545 other days specified by the contract documents as non-working days,
546

547 (2) Day in which the Engineer suspends work for four or more hours
548 through no fault of the Contractor.”
549

550

551

552

553

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

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

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

102.03 (Unassigned)

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

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

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

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

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

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

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

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

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

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

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

(1) The nature and location of the work;

(2) The character, quality, and quantity of materials;

(3) The difficulties to be encountered; and

(4) The kind and amount of equipment and other facilities needed;

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

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

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

(1) A unit price for each pay item with a quantity given;

(2) The products of the respective unit prices and quantities

(3) The lump sum amount; and

(4) The total amount of the proposal obtained by adding the amounts of the several items.

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

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

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

102.08 Proposal Guaranty. In as much as the contract to be executed is a price-term, open end, or requirements contract under which the contract price or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the proposal guaranty required shall be in the following amounts.

<u>Proposal</u>	<u>Security Amount</u>
Area 1	\$37,500.00
Area 2	\$37,500.00
Area 3	\$37,500.00
Area 4	\$37,500.00
Area 5	\$37,500.00
Area 6	\$37,500.00

The Department will not consider a proposal of \$25,000 or more unless accompanied by:

(1) A deposit of legal tender; or

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

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

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

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

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

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

The above shall be in the amount of \$37,500.00 for each Area

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

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

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

102.11 Public Opening of Proposals. Not applicable.

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

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

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

(3) Lack of proposal guaranty.

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

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

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

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

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

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

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

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

102.14 Substitution of Materials and Equipment Before Bid Opening. See Subsection 106.13 for Substitution of Materials and Equipment After Bid Opening.

(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.

316 (C) **Substitution Denial.** Any substitution request not complying with
317 the above requirements will be denied.
318

319 **102.15 Preferences.** Preferences shall not apply to this project.
320

321 **102.16 Certification for Safety and Health Program for Bids in excess of**
322 **\$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror, by
323 signing and submitting this proposal, certifies that a written safety and health plan
324 for this project will be available and implemented by the notice to proceed date
325 for this project. Details of the requirements of this plan may be obtained from the
326 State Department of Labor and Industrial Relations, Occupational Safety and
327 Health Division (HIOSH).
328

329 **102.17 Addenda.** Addenda issued shall become part of the contract
330 documents. Addenda to the bid documents will be provided to all prospective
331 bidders via HlePRO. Each addendum shall be an addition to the contract
332 documents. The terms and requirements of the bid documents (i.e., drawings,
333 specifications and other bid and contract documents) cannot be changed prior to
334 the bid opening except by a duly issued addendum.”
335
336
337
338

339 **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.
90

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

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

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

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

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

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

<http://cca.hawaii.gov/>

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

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

<https://vendors.ehawaii.gov/hce/>

This contract, to be awarded, is considered a requirement contract, as the pavement marking and rumble strip installation by the Contractor will be made on an "as-needed" basis during the 12-month contract period. The State gives no assurance as to the number of services it will purchase.

137 **103.03 Cancellation of Award.** The Department reserves the right to cancel
138 the award of contracts before the execution of said contract by the parties. There
139 will be no liability to the awardee and to other bidders.

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

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

158
159 The bidder shall limit the acceptable performance and payment bonds to
160 the following:

- 161
162 (a) Legal tender;
163
164 (b) Surety bond underwritten by a company licensed to issue bonds in
165 the State of Hawaii; or
166
167 (c) A certificate of deposit; share certificate; cashier's check; treasurer's
168 check, teller's check drawn by or a certified check accepted by and payable
169 on demand to the State by a bank savings institution or credit union insured
170 by the Federal Deposit Insurance Corporation (FDIC) or the National Credit
171 Union Administration (NCUA).

172
173 1. The bidder may use these instruments only to a maximum of
174 \$100,000.

175
176 2. If the required security or bond amount totals over \$100,000
177 more than one instrument not exceeding \$100,000 each and issued
178 by different financial institutions shall be acceptable.

179
180 Such bonds shall also by the terms insure to the benefit of any and all
181 persons entitled to file claims for labor done or material furnished in the work so as
182 to give them a right of action as contemplated by HRS Section 103D-324.

In as much as the contract to be executed is a price-term, open end, or requirements contract under which the contract price, or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the performance and payment bond amounts required for the work at each Area shall be as follows:

<u>Proposal</u>	<u>Security Amount</u>
Area 1	\$750,000.00
Area 2	\$750,000.00
Area 3	\$750,000.00
Area 4	\$750,000.00
Area 5	\$750,000.00
Area 6	\$750,000.00

The State and the Contractor may mutually agree to an adjustment of the bond amount as the scope of work is completed or as negotiated in each work order under the performance of this contract. If the work order amount exceeds the bond amount, the State may require additional bonds per work order.

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

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

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

END OF SECTION 103

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(I) Amend Subsection 104.01 - Intent of Contract, Duty of Contractor by adding the following after line 10:

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

(A) Any adjustment in the contract price pursuant to a change or claim shall be made in one or more of the following ways:

- (7) In the absence of agreement by the parties:

47 (a) For change orders with value not exceeding \$50,000
48 by documented actual costs of the work, allowing for
49 overhead and profit as set forth in Section 109.05 -
50 Allowances for Overhead and Profit. A change order shall be
51 issued within fifteen days of submission by the Contractor of
52 proper documentation of completed force account work,
53 whether periodic (conforming to the applicable billing cycle) or
54 final. The Engineer shall return any documentation that is
55 defective, to the Contractor within fifteen days after receipt,
56 with a statement identifying the defect; or
57

58 (b) For change orders with value exceeding \$50,000 by a
59 unilateral determination by the Engineer of the costs
60 attributable to the events or situations with adjustment of profit
61 and fee, all as computed by the Engineer in accordance with
62 applicable sections of HAR Chapters 3-123 and 3-126, and
63 Section 109.05 - Allowances for Overhead and Profit. When
64 a unilateral determination has been made, a unilateral change
65 order shall be issued within ten days. Upon receipt of the
66 unilateral change order, if the Contractor does not agree with
67 any of the terms or conditions, or the adjustment or non-
68 adjustment of the contract time or contract price, the
69 Contractor shall file a notice of intent to claim within thirty days
70 after the receipt of the written unilateral change order. Failure
71 to file a protest within the time specified shall constitute
72 agreement on the part of the Contractor with the terms,
73 conditions, amounts, and adjustment or non-adjustment of the
74 contract time or the contract price set forth in the unilateral
75 change order.
76

77 A Contractor shall be required to submit cost or pricing data if any
78 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,
79 Subchapter 15. A fully executed change order or other document permitting
80 billing for the adjustment in price under any method listed in Subsections
81 104.06(A)(1) through 104.06(A)(7) shall be issued within ten days after agreement
82 on the method of adjustment."
83

84 (III) Amend **Section 104.11(B) Contractor's Duty to Locate and Protect**
85 **Utility** by adding the following after line 291:
86

87 "(4) The Contractor shall contact the Hawaii One Call Center at 811 prior
88 to any excavation in a public right of way or on private property."
89
90
91

(IV) Amend **Subsection 104 - Scope of Work** by adding the following after line 318:

“104.13 Performance of Work. The Contractor shall perform work satisfactorily in the judgment of the Engineer during the contract period. If it appears at any time that the work contracted to be performed is not satisfactory, the Engineer may require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring the work up to satisfactory status. In case the Contractor fails to comply after five working days from the date of receipt of such a written order from the Engineer, the Engineer may employ a working force and equipment and charge the Contractor for the reasonable cost thereof including depreciation for equipment or he may terminate the contract.

104.14 Contract to be Open-Ended. The requirement for service to be furnished by the Contractor will be on an “as-needed” basis as called for in these specifications at the applicable unit price bid during the term of this contract and in such numbers as may be required by the State. The unit price bid indicated by the Contractor shall be applicable and binding under the terms of this contract.

Payment for services will be made by purchase order.”

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

89	Section	Description
90	No.	
91		
92	615	All Contract Items under Section 615 – Milled Rumble Strip
93		
94	629	All Contract Items under Section 629 – Pavement Markings
95		
96	632	All Contract Items under Section 632 – Markers
97		
98	645	All Contract Items under Section 645 – Work Zone Traffic
99		Control
100		
101	(VI) Amend Subsection 105.16(B) – Substituting Subcontractors from line	
102	487 to line 494 to read:	
103		
104	“(B) Substituting Subcontractors. Under HRS Chapter 103D-302, the	
105	Contractor is required to list the names of persons or firms to be engaged	
106	by the Contractor as a subcontractor or joint contractor in the performance	
107	of the contract. No subcontractor may be added or deleted, unless	
108	authorized by the Engineer. Substitutions will be allowed only if the	
109	subcontractor:	
110		
111		
112		
113		
114	END OF SECTION 105	

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

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.

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
124
125
126 **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.

8
9 The Contractor shall be allowed up to 14 calendar days after the Notice to
10 Proceed to begin physical work. The Start Work Date will be established when
11 this period ends or on the actual day that physical work begins, whichever is first.
12 Charging of Contract Time will begin on the Start Work Date. The Contractor shall
13 notify the Engineer, in writing, at least five working days before beginning physical
14 work.

15
16 In the event that the Contractor fails to start physical work within the time
17 specified, the Engineer may terminate the contract in accordance with Subsection
18 108.11 – Termination of Contract for Cause.

19
20 During the period between the issuance of a work order and the Start Work
21 Date the Contractor should adjust work forces, equipment, schedules, and procure
22 materials and required permits, prior to beginning physical work.

23
24 Any physical work done prior to the Start Work Date will be considered
25 unauthorized work. If the Engineer does not direct that the unauthorized work be
26 removed, it shall be paid for after the Start Work Date and only if it is acceptable.

27
28 The Contractor shall notify the Engineer at least 24 hours before restarting
29 physical work after a suspension of work pursuant to Subsection 108.10 –
30 Suspension of Work.

31
32 Once physical work has begun, the Contractor shall work expeditiously and
33 pursue the work diligently to completion with the contract time. If a portion of the
34 work is to be done in stages, the Contractor shall leave the area safe and usable
35 for the user agency and the public at the end of each stage.

36
37 **108.02 Prosecution of Work.** Unless otherwise permitted by the Engineer, in
38 writing, the Contractor shall not commence with physical construction unless
39 sufficient materials and equipment are available for either continuous construction
40 or completion of a specified portion of the work.

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

- (1) List of the Superintendent and other Supervisory Personnel, and their contact information.
- (2) Name of person(s) authorized to sign for the Contractor.
- (3) Work Schedule including hours of operation.
- (4) Initial Progress Schedule (See Subsection 108.06 – Progress Schedule).
- (5) Water Pollution and Siltation Control Submittals, including Site-Specific Best Management Practice Plan.
- (6) Solid Waste Disposal form.
- (7) Tax Rates.
- (8) Insurance Rates.
- (9) Certificate of Insurance, satisfactory to the Engineer, indicating that the Contractor has in place all insurance coverage required by the contract documents.
- (10) Schedule of agreed prices.
- (11) List of suppliers.
- (12) Traffic Control Plan, if applicable.

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

88 All workers shall possess the proper license, certification, job classification,
89 skill, training, and experience necessary to properly perform the work assigned to
90 them.

91
92 The Engineer may direct the removal of any worker(s) who does not carry
93 out the assigned work in a proper and skillful manner or who is disrespectful,
94 intemperate, violent, or disorderly. The worker shall be removed forthwith by the
95 Contractor and will not work again without the written permission of the Engineer.

96 97 **108.05 Contract Time.**

98
99 **(A) Calculation of Contract Time.** When the contract time is on a
100 working day basis, the total contract time allowed for the performance of the
101 work will be the number of working days shown in the contract plus any
102 additional working days authorized in writing as provided hereinafter. The
103 count of elapsed working days to be charged against contract time, will
104 begin from the Start Work Date and will continue consecutively to the date
105 of Substantial Completion. When multiple shifts are used to perform the
106 work, the State will not consider the hours worked over the normal eight
107 working hours per day or night as an additional working day.

108
109 When the contract is on a calendar day basis, the total contract time
110 allowed for the performance of the work will be the number of days shown
111 in the contract plus any additional days authorized in writing as provided
112 hereinafter. The count of elapsed days to be charged against contract time
113 will begin from the Start Work Date and will continue consecutively to the
114 date of Substantial Completion. The Engineer will exclude days elapsing
115 between the orders of the Engineer to suspend work and resume work for
116 suspensions not the fault of the Contractor.

117
118 **(B) Modifications of Contract Time.** Whenever the Contractor
119 believes that an extension of contract time is justified, the Contractor shall
120 serve written notice on the Engineer not more than five working days after
121 the occurrence of the event that causes a delay or justifies a contract time
122 extension. Contract time may be adjusted for the following reasons or
123 events, but only if and to the extent the critical path has been affected:

124
125 **(1) Changes in the Work, Additional Work, and Delays**
126 **Caused by the State.** If the Contractor believes that an extension
127 of time is justified on account of any act or omission by the State and
128 is not adequately provided for in a field order or change order, it must
129 request the additional time as provided above. At the request of the
130 Engineer, the Contractor must show how the critical path will be
131 affected and must also support the time extension request with
132 schedules, as well as statements from its subcontractors, suppliers,
133 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:

1. State specifically the reason or reasons for the delay and fully explain in a detailed chronology how the delay affects the critical path.
2. Include copies of pertinent documentation to support the time extension request.
3. Cite the anticipated period of delay and the time extension requested.

179 4. State either that the above circumstances have
180 been cleared and normal working conditions restored
181 as of a certain day or that the above circumstances will
182 continue to prevent completion of the project.
183

184 (b) The Contractor shall notify the Engineer in writing when
185 the delay ends. Time extensions will be the exclusive relief
186 granted and no additional compensation will be paid the
187 Contractor for such delays.
188

189 **(4) Delays in Delivery of Materials or Equipment.** For delays
190 in delivery of materials or equipment, which occur as a result of
191 unforeseeable causes beyond the control and without fault of the
192 Contractor, its subcontractor(s) or supplier(s), time extensions shall
193 be the exclusive relief granted and no additional compensation will
194 be paid the Contractor on account of such delay. The delay shall not
195 exceed the difference between the originally scheduled delivery date
196 and the actual delivery date. The Contractor may be granted an
197 extension of time provided that it complies with the following
198 procedures:
199

200 (a) The Contractor's written notice to the Engineer must
201 describe the delays and state the effect such delays may have
202 on the critical path.
203

204 (b) The Contractor, if requested, must submit to the
205 Engineer within five days after a firm delivery date for the
206 material and equipment is established, a written statement
207 regarding the delay. The Contractor must justify the delay as
208 follows:
209

210 1. State specifically all reasons for the delay.
211 Explain in a detailed chronology the effect of the delay
212 on the critical path.
213

214 2. Submit copies of purchase order(s), factory
215 invoice(s), bill(s) of lading, shipping manifest(s),
216 delivery tag(s), and any other documents to support the
217 time extension request.
218

219 3. Cite the start and end date of the delay and the
220 time extension requested.
221

222 **(5) Delays for Suspension of Work.** When the performance of
223 the work is totally suspended for one or more days (calendar or
224 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.

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

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

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

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

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

108.06 Progress Schedules.

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

Schedule submittals shall be as follows:

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

(a) The major features of work, such as but not limited to BMP installation, grubbing, roadway excavation, structure excavation, structure construction, shown in the chronological order in which the Contractor proposes to work that feature or work and its location on the project. The schedule shall account for normal inclement weather, unusual soil or other conditions that may influence the progress of the work, schedules, and coordination required by any utility, off or on-site fabrications, and 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.

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

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

362 (b) Additional reports and graphics available from the
363 software as requested by the Engineer.

364
365 (c) Sufficient detail to allow at least weekly monitoring of
366 the Contractor and subcontractor's operations.

367
368 (d) The time scaled schematic shall be on a calendar or
369 working days basis. What will be used shall be determined by
370 how the contract keeps track of time. It will be the same. Plot
371 the critical calendar dates anticipated.

372
373 (e) Breakdown of activity, such as forming, placing
374 reinforcing steel, concrete pouring and curing, and stripping in
375 concrete construction. Indicate location of work to be done in
376 such detail that it would be easily determined where work
377 would be occurring within approximately 200 feet.

378
379 (f) Latest start and finish dates for critical path activities.

380
381 (g) Identify responsible subcontractor, supplier, and others
382 for their respective activity.

383
384 (h) No individual activity shall have duration of more than
385 20 calendar days unless requested and approved by the
386 Engineer.

387
388 (i) All activities shall have work breakdown structure
389 codes and activity codes. The activity codes shall have
390 coding that incorporates information for phase, location, who
391 is responsible for doing work and type of operation and activity
392 description.

393
394 (j) Incorporate all physical access and availability
395 restraints.

396
397 **(B) Inspection and Testing.** All schedules shall provide reasonable
398 time and opportunity for the Engineer to inspect and test each work activity.

399
400 **(C) Engineer's Acceptance of Progress Schedule.** The submittal of,
401 and the Engineer's receipt of any progress schedule, shall not be deemed
402 an agreement to modify any terms or conditions of the contract. Any
403 modifications to the contract terms and conditions that appear in or may be
404 inferred from an acceptable schedule will not be valid or enforceable unless
405 and until the Engineer exercises discretion to issue an appropriate change
406 order. Nor shall any submittal or receipt imply the Engineer's approval of
407 the schedule's breakdown, its individual elements, any critical path that may

be shown, nor shall it obligate the State to make its personnel available outside normal working hours or the working hours established by the Contract in order to accommodate such schedule. The Contractor has the risk of all elements (whether or not shown) of the schedule and its execution. No claim for additional compensation, time, or both, shall be made by the Contractor or recognized by the Engineer for delays during any period for which an acceptable progress schedule or an updated progress schedule as required by Subsection 108.06(E) – Contractor’s Continuing Schedule Submittal Requirements had not been submitted. Any acceptance or approval of the schedule shall be for general format only and shall not be deemed an agreement by the State that the construction means, methods, and resources shown on the schedule will result in work that conforms to the contract requirements or that the sequences or durations indicated are feasible.

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

- (1)** Four sets of the TSLD schedule.
- (2)** All the software files and data to re-create the TSLD in a computerized software format as specified by the Engineer.
- (3)** A listing of equipment that is anticipated to be used on the project. Including the type, size, make, year of manufacture, and all information necessary to identify the equipment in the Rental Rate Blue Book for Construction Equipment.
- (4)** An anticipated manpower requirement graph plotting contract time and total manpower requirement. This may be superimposed over the payment graph.
- (5)** A Method Statement that is a detailed narrative describing the work to be done and the method by which the work shall be accomplished for each major activity. A major activity is an activity that:
 - (a)** Has a duration longer than five days.
 - (b)** Is a milestone activity.
 - (c)** Is a contract item that exceeds \$10,000 on the contract cost proposal.
 - (d)** Is a critical path activity.

454
455 (e) Is an activity designated as such by the Engineer.
456

457 Each Method Statement shall include the following items
458 needed to fulfill the schedule:
459

460 (a) Quantity, type, make, and model of equipment.
461

462 (b) The manpower to do the work, specifying worker
463 classification.
464

465 (c) The production rate per eight-hour day, or the working
466 hours established by the contract documents needed to meet
467 the time indicated on the schedule. If the production rate is
468 not for eight hours, the number of working hours shall be
469 indicated.
470

471 (6) Two sets of color time-scaled project evaluation and review
472 technique charts ("PERT") using the activity box template of Logic –
473 Early Start or such other template designated by the Engineer.
474

475 If the contract documents establish a sequence or order for the work,
476 the initial progress schedule shall conform to such sequence or order.
477

478 **(E) Contractor's Continuing Schedule Submittal Requirements.**

479 After the acceptance of the initial TSLD and when construction starts, the
480 Contractor shall submit four plotted progress schedules, two PERT charts,
481 and reports on all construction activities every two weeks (bi-weekly). This
482 scheduled bi-weekly submittal shall also include an updated version of the
483 project schedule in a computerized software format as specified by the
484 Engineer. The submittal shall have all the information needed to re-create
485 that time period's TSLD plot and reports. The bi-weekly submittal shall
486 include, but not limited to, an update of activities based on actual durations,
487 all new activities and any changes in duration or start or finish dates of any
488 activity.
489

490 The Contractor shall submit with every update, in report form
491 acceptable to the Engineer, a list of changes to the progress schedule since
492 the previous schedule submittal. The Engineer may change the frequency
493 of the submittal requirements but may not require a submittal of the
494 schedule to be more than once a week. The Engineer may decrease the
495 frequency of the submittal of the bi-weekly schedule.
496

497 The Contractor shall submit updates of the anticipated work
498 completion graph, equipment listing, manpower requirement graph or
499 method statement when requested by the Engineer. The Contractor shall

submit such updates within 4 calendar days from the date of the request by the Engineer.

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

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

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

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

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

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

The Contractor shall perform the work in accordance with the submitted TSLD. The Engineer may require the Contractor to provide additional work forces and equipment to bring the progress of the work into

conformance with the TSLD at no increase in contract price or contract time whenever the Engineer determines that the progress of the work does not insure completion within the specified contract time.

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

The Contractor shall bring to weekly meetings a detailed work schedule showing the next three weeks' work. Number of copies of the detailed work schedule to be submitted will be determined by the Engineer. The three-week schedule is in addition to the TSLD and shall in no way be considered as a substitute for the TSLD or vice versa. The three-week schedule shall show:

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

(b) The duration of all events and delays.

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

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

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

Two days prior to each weekly meeting, the Contractor shall submit a list of outstanding submittals, RFIs and issues that require discussion.

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

When the Contractor fails to reach substantial completion of the work for which liquidated damages are specified, within the time or times fixed in the contract or any extension thereof, in addition to all other remedies for breach that may be available to the State, the Contractor shall pay liquidated damages to the State, in the amount of \$ 5,000 per working day.

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

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

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

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

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

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

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

108.09 Rental Fees for Unauthorized Lane Closure or Occupancy. In addition to all other remedies available to the State for Contractor's breach of the terms of the contract, the Engineer will assess the amount per Area of Coverage in rental fees for every one-to-fifteen-minute increment for each roadway lane closed to public use or occupied beyond the time periods authorized in the contract or by the Engineer. The maximum amount assessed per day shall be determined per Area of Coverage. The State may, at its discretion, deduct the amount from

monies due or that may become due under the contract. The rental fee may be waived in whole or part if the Engineer determines that the unauthorized period of lane closure or occupancy was due to factors beyond the control of the Contractor. Equipment breakdown is not a cause to waive liquidated damages.

Area of Coverage	Rental Fees for Every One to Fifteen Minutes Increment for Each Lane	Maximum Amount per Day
Area 1 (Central, Maui)	\$2,500	\$25,000
Area 2 (Upcountry, Maui)	\$2,000	\$20,000
Area 3 (Lahaina, Maui)	\$2,500	\$25,000
Area 4 (Hana, Maui)	\$1,000	\$10,000
Area 5 (Molokai)	\$1,000	\$10,000
Area 6 (Lanai)	\$500	\$5,000

108.10 Suspension of Work.

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

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

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

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

(4) Failure on the part of the Contractor to:

(a) Correct conditions unsafe for the general public or for the workers.

(b) Carry out orders given by the Engineer.

(c) Perform the work in strict compliance with the provisions of the contract.

(d) Provide adequate supervision on the jobsite.

(5) The convenience of the State.

674 **(B) Partial and Total Suspension.** Suspension of work on some but
675 not all items of work shall be considered a "partial suspension". Suspension
676 of work on all items shall be considered "total suspension". The period of
677 suspension shall be computed from the date set out in the written order for
678 work to cease until the date of the order for work to resume.
679

680 **(C) Reimbursement to Contractor.** In the event that the Contractor is
681 ordered by the Engineer in writing as provided herein to suspend all work
682 under the contract for the reasons specified in Subsections 108.10(A)(2),
683 108.10(A)(3), or 108.10(A)(5) of the "Suspension of Work" paragraph, the
684 Contractor may be reimbursed for actual direct costs incurred on work at
685 the jobsite, as authorized in writing by the Engineer, including costs
686 expended for the protection of the work. An allowance of 5 percent for
687 indirect categories of delay costs will be paid on any reimbursed direct
688 costs, including extended branch and home-office overhead and delay
689 impact costs. No allowance will be made for anticipated profits. Payment
690 for equipment which is ordered to standby during such suspension of work
691 shall be made as described in Subsection 109.06(H) - Idle and Standby
692 Equipment.
693

694 **(D) Cost Adjustment.** If the performance of all or part of the work is
695 suspended for reasons beyond the control of the Contractor except an
696 adjustment shall be made for any increase in cost of performance of this
697 contract (excluding profit) necessarily caused by such suspension, and the
698 contract modified in writing accordingly.
699

700 However, no adjustment to the contract price shall be made for any
701 suspension, delay, or interruption:
702

703 **(1)** For weather related conditions.
704

705 **(2)** To the extent that performance would have been so
706 suspended, delayed, or interrupted by any other cause, including the
707 fault or negligence of the Contractor.
708

709 **(3)** Or, for which an adjustment is provided for or excluded under
710 any other provision of this Contract.
711

712 **(E) Claims for Adjustment.** Any adjustment in contract price made
713 shall be determined in accordance with Subsections 104.02 – Changes and
714 104.06 – Methods of Price Adjustment.
715

716 Any claims for such compensation shall be filed in writing with the
717 Engineer within 30 days after the date of the order to resume work or the
718 claim will not be considered. The claim shall conform to the requirements
719 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.

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

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

In case of termination, the Engineer will limit any payment to the Contractor to the part of the contract satisfactorily completed at the time of

766 termination. Payment will not be made until the work has satisfactorily been
767 completed and all required documents, including the tax clearance required
768 by Subsection 109.11 – Final Payment are submitted by the Contractor.
769 Termination shall not relieve the Contractor or Surety from liability for
770 liquidated damages.

771
772 **(D) Erroneous Termination for Cause.** If, after notice of termination of
773 the Contractor's right to proceed under this section, it is determined for any
774 reason that good cause did not exist to allow the State to terminate as
775 provided herein, the rights and obligations of the parties shall be the same
776 as, and the relief afforded the Contractor shall be limited to, the provisions
777 contained in Subsection 108.12 – Termination for Convenience.

778 779 **108.12 Termination For Convenience.**

780
781 **(A) Terminations.** The Director may, when the interests of the State so
782 require, terminate this contract in whole or in part, for the convenience of
783 the State. The Director will give written notice of the termination to the
784 Contractor specifying the part of the contract terminated and when
785 termination becomes effective.

786
787 **(B) Contractor's Obligations.** The Contractor shall incur no further
788 obligations in connection with the terminated work and on the date set in
789 the notice of termination the Contractor shall stop work to the extent
790 specified. The Contractor shall also terminate outstanding orders and
791 subcontracts as they relate to the terminated work. The Contractor shall
792 settle the liabilities and claims arising out of the termination of subcontracts
793 and orders connected with the terminated work subject to the State's
794 approval. The Engineer may direct the Contractor to assign the Contractor's
795 right, title, and interest under terminated orders or subcontracts to the State.
796 The Contractor must still complete the work not terminated by the notice of
797 termination and may incur obligations as necessary to do so.

798
799 **(C) Right to Construction and Goods.** The Engineer may require the
800 Contractor to transfer title and to deliver to the State in the manner and to
801 the extent directed by the Engineer, the following:

802 **(1)** Any completed work.

803
804 **(2)** Any partially completed construction, goods, materials, parts,
805 tools, dies, jigs, fixtures, drawings, information, and contract rights
806 (hereinafter called "construction material") that the Contractor has
807 specifically produced or specially acquired for the performance of the
808 terminated part of this contract.

809
810 **(3)** The Contractor shall protect and preserve all property in the
811 possession of the Contractor in which the State has an interest. If

the Engineer does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction materials for the State's account in accordance with the standards of HRS Chapter 490:2-706.

(D) Compensation.

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

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

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

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

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

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

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

108.13 Pre-Final and Final Inspections.

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

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

- (1) All written guarantees required by the contract.
- (2) Two accepted final field-posted drawings as specified in Section 648 – Field-Posted Drawings;
- (3) Complete weekly certified payroll records for the Contractor and Subcontractors.
- (4) Certificate of Plumbing and Electrical Inspection.
- (5) Certificate of building occupancy as required.
- (6) Certificate of Soil and Wood Treatments.
- (7) Certificate of Water System Chlorination.
- (8) Certificate of Elevator Inspection, Boiler and Pressure Pipe Inspection.
- (9) Maintenance Service Contract and two copies of a list of all equipment installed.
- (10) Current Tax clearance. The contractor will be required to submit an additional tax clearance certificate when the final payment is made.

(11) And any other final items and submittals required by the contract documents.

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

The Engineer will then make a preliminary determination as to whether or not the project is substantially complete and ready for pre-final inspection. The Engineer may, in writing, postpone until after the pre-final inspection the Contractor's submittal of any of the items listed in Subsection 108.13(B) – Pre-Final Inspection, herein, if in the Engineer's discretion it is in the interest of the State to do so.

If, in the opinion of the Engineer, the project is not substantially complete, the Engineer will provide the Contractor a punchlist of specific deficiencies in writing which must be corrected or finished before the work will be ready for a pre-final inspection. The Engineer may add to or otherwise modify this punchlist from time to time. The Contractor shall take immediate action to correct the deficiencies and must repeat all steps described above including written notification that the work is ready for pre-final inspection.

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

If, as a result of the pre-final inspection, the Engineer determines the work is not substantially complete, the Engineer will inform the Contractor in writing as to specific deficiencies which must be corrected before the work will be ready for another pre-final inspection. If the Engineer finds the work is substantially complete but finds deficiencies that must be corrected before the work is ready for final inspection, the Engineer will prepare in writing and deliver to the Contractor a punchlist describing such deficiencies.

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

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

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

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

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

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

108.14 Substantial Completion and Final Acceptance.

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

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

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

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

(3) The State will be entitled to the benefit of all manufacturers and installers warranties that extend beyond the terms of the Contractor's guaranty regardless of whether or not such extended warranty is required by the contract documents. The Contractor shall prepare and submit all documents required by the providers of such warranties to make them

effective, and submit copies of such documents to the Engineer. If an available extended warranty cannot be transferred or assigned to the State as the ultimate user, the Contractor shall notify the Engineer who may direct that the warranted items be acquired in the name of the State as purchaser.

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

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

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

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

(2) Any extension of time.

(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.

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(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.**

48 Sums necessary to meet the claims of any governmental agencies
49 may be withheld from the sums due the Contractor until said
50 claims have been fully and completely discharged or otherwise
51 satisfied.”
52
53
54
55
56

END OF SECTION 109

1 Make this section part of the standard specifications:

2
3 **“SECTION 110 – INSTALLATION OF ENHANCED PAVEMENT MARKING**
4 **AND NEW MILLED RUMBLE STRIP AT VARIOUS LOCATIONS**
5

6
7 **110.01 Scope of Work.** The work shall consist of furnishing all labor, necessary
8 equipment, materials and traffic control to install pavement markings and milled
9 rumble strips on the Islands of Maui, Molokai, and Lanai as requested. Pavement
10 marking installation involves removing existing pavement marking, laying out and
11 installing new pavement striping, crosswalk markings, pavement arrows, pavement
12 words, pavement symbols, delineators, and pavement markers. Milled rumble strip
13 installation involves the installation of milled rumble strips along the centerline and/or
14 edgeline of the road.
15

16 All work shall be performed within the existing pavement structure. All
17 work shall be performed in a professional manner in accordance with current
18 practices and this document. All pavement markings and rumble strip debris shall
19 be removed daily at all locations. See Subsection 110.03 - Area of Coverage.
20

21 The Contractor shall install pavement marking and milled rumble strip as
22 requested by the Department during the term of the contract. The Department
23 agrees to provide at least two weeks of pavement marking and/or milled rumble strip
24 work for each request.
25

26 The Contractor shall possess an “A” General Engineering Contractor’s
27 license, or “C-3” Asphalt Paving and Surfacing Contractor’s license, or “C-3a”
28 Asphalt Concrete Patching, Sealing, and Striping Contractor’s license for the full
29 term of the contract. Failure to meet this requirement shall be cause of
30 disqualification.
31

32 **110.02 Contract Period and Option to Extend.** The period of the contract
33 shall be for 12 months commencing from the Start Work Date indicated from the
34 Department. There is an option to extend for 4 additional 12 month periods,
35 without re-bidding, upon mutual agreement in writing prior to the contract expiration
36 date, provided the initial bid price remains the same. The maximum contract
37 period is 60 months.
38

39 Failure by the Contractor to execute the amendment to extend the contract
40 within the number of days specified under Section 103.07 - Failure to Execute
41 Contract may be cause for cancellation of the written agreement to extend the
42 contract and may be subject to disqualification from bidding future projects for a
43 two-year period in accordance with Section 102.12 - Disqualification of Bidders.
44

45 To compensate for escalation during the maximum contract period the
46 Department will adjust the Unit Prices of all items on the Proposal Schedule by 2%

on the start date of an extension period. The price adjustment shall not be applied to contract change orders issued within the current contract year or work orders that have already been issued to the contractor.

110.03 Area of Coverage. The project requires the Contractor to repair pavement at various locations on the Islands of Maui, Molokai, and Lanai. Work shall be grouped into six areas along with the corresponding routes as shown on the attached map of the Islands of Maui, Molokai and Lanai (Figures 1 through 3). Note: There are numerous side streets with or without route numbers along State highways where State Jurisdiction extends various distances into side streets.

The six areas are:

(A) Area 1 (Central):

Route 30,	Honoapiilani Highway, Main Street to North Kihei Road
Route 31,	Piilani Highway
Route 32,	Kaahumanu Avenue
Route 32A,	Hobron Avenue
Route 36,	Hana Highway, Kaahumanu Avenue to Kaupakalua Road
Route 36A,	Haleakala Highway and Keolani Place
Route 37,	Haleakala Highway, Hana Highway to Kula Highway
Route 310,	North Kihei Road
Route 311,	Maui Veterans Highway
Route 340,	Kahekili Highway
Route 380,	Dairy Road and Kuihelani Highway
Route 3400,	Kahului Beach Road and Waiehu Beach Road
Route 3500,	Puunene Avenue
Route 3800,	Mayor Elmer F. Cravalho Way

(B) Area 2 (Upcountry):

Route 37,	Kula Highway, Haleakala Highway to Milepost 21.39
Route 377,	Haleakala Highway and Kekaulike Avenue
Route 378,	Haleakala Crater Road

(C) Area 3 (Lahaina):

Route 30,	Honoapiilani Highway, North Kihei Road to MP 41.67
Route 3000,	Lahaina Bypass

93 **(D) Area 4 (Hana):**

94
95 Route 360, Hana Highway, Kaupakalua Road to Hana Bay

96
97 **(E) Area 5 (Molokai):**

98
99 Route 450, Kamehameha V Highway
100 Route 460, Kaunakakai Place and Maunaloa Highway
101 Route 470, Kalae Highway
102 Route 480, Farrington Avenue and Puupeeelua Avenue

103
104 **(F) Area 6 (Lanai):**

105
106 Route 440, Kaumalapau Highway and Manele Road

107
108 **110.04 Safety and Convenience.** The Contractor shall at all times conduct his
109 work to assure the least possible obstruction to public traffic. The Safety and
110 convenience of the general public and the protection of persons and property is of
111 utmost importance, and the Contractor shall provide appropriate traffic control and
112 safety measures. The Contractor and his employees shall treat members of the
113 public in a fair and polite manner. Workers shall present a professional
114 appearance and conduct themselves in a professional manner at all times.

115
116 All Traffic Control and safety measures shall be done in Conformance with
117 the "Administrative Rules of Hawaii Governing the Use of Traffic Control Devices
118 at Work Sites on or Adjacent to Public Streets and Highways" adopted by the
119 Director of Transportation, and the current U.S. Federal Highway Administration
120 "Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition. Costs for
121 traffic control shall include set-up and removal of all signs, cones, delineators,
122 barricades, flag persons, police officers, arrow boards, etc., and shall be included
123 in the sign replacement proposal price. See Section 645 – Work Zone Traffic
124 Control.

125
126 Do not close traffic lanes or slow down traffic during the following peak
127 hours (unless otherwise approved by the engineer):

128
129 Morning Peak Hours 6:00 A.M. to 8:30 A.M.
130 Afternoon Peak Hours 3:00 P.M. to 6:00 P.M.

131
132 Above peak hours are daily except Saturdays, Sundays and holidays.

133
134 Night work is allowed under this contract, as approved by the Engineer.

135
136 The Contractor must notify all private property owners in the vicinity where
137 pavement marking or milled rumble strip installation is performed in the event that
138 the work may hinder access to their property. The Contractor must also secure

139 permission prior to entering private property to do pavement marking or milled
140 rumble strip work, if any.

141
142 The Contractor shall remove debris daily and shall leave the work site in a
143 condition equal to or cleaner than prior to commencing work. The Contractor shall
144 be responsible for all hauling and lawful disposal of debris. Any unauthorized or
145 illegal disposal is grounds for termination of the contract.

146
147 **110.05 Hours of Operation.** The Contractor shall be available to provide the
148 specified services during normal working hours and complete the services within
149 the period specified in the work order or as directed by the Engineer. Normal
150 working days and hours for the project are defined as Monday through Friday, 8:30
151 A.M. to 3:00 P.M., except for State holidays. Refer to Section 645 – Work Zone
152 Traffic Control. Authorized Highways personnel will contact the Contractor to
153 schedule work, as needed. All services requested after normal work hours may
154 be charged in accordance with Subsection 107.04 – Overtime and Night Work.
155 The Contractor shall obtain a noise variance permit if night work is required.

156
157 **110.06 Disposal of Debris.** The Contractor shall be responsible for all hauling
158 and dump fees and shall include the cost of these items in his bid. Any
159 unauthorized or illegal disposal is grounds for termination of the contract.

160
161 **110.07 Work Orders.** The Engineer or his representative shall prepare a work
162 order (Figure 4) for each pavement marking or milled rumble strip installation.
163 Within 48 hours of receiving a work order, the Contractor shall submit a proposed
164 work schedule that demonstrates that work will begin within 2 weeks and be
165 completed by the date indicated on the work order. At certain work sites, erosion
166 control plans or BMP plans will be requested by the Engineer. Submit the signed
167 work order, proposed schedule and BMP plans for approval to the Maui District
168 Office, 650 Palapala Drive, Kahului, Hawaii 96732. Work shall not be performed
169 unless the Contractor receives an approval from the Engineer. The Engineer or
170 his representative shall authorize any increases in the total price.

171
172 **110.08 Basis of Payment.** Pavement marking and milled rumble strip
173 installation will be made through work orders placed with the Contractor during the
174 contract period for which payment will be based on the quantities placed and the
175 unit bid prices in the proposal schedule which prices shall include payment for all
176 materials, equipment, tools, labor, and incidentals necessary to complete the
177 pavement marking and milled rumble strip work.

178
179 The Contractor shall submit monthly invoices to Maui District Office, 650
180 Palapala Drive, Kahului, Hawaii 96732, if services are rendered. (See Subsection
181 109.08 - Progress Payments).

183 The contract unit prices shall be full compensation for furnishing all labor,
184 materials (as listed in Section 104 SCOPE OF WORK), tools, equipment, trucks,
185 traffic control, applicable taxes and incidentals to complete the work.”
186
187
188
189
190

END OF SECTION 110

1 Make the following Section a part of the Standard Specifications:
2
3

4 **“SECTION 615 – MILLED RUMBLE STRIP**
5

6 **615.01 Description.** This section describes constructing Centerline and
7 Edgeline Milled Rumble Strips (MRS) in HMA pavement.
8

9 **615.02 Materials.** None.
10

11 **615.03 Construction.**
12

13 **(A) Submittal.** Method of constructing the milled rumble strip shall
14 be submitted to the Engineer for acceptance. Meeting shall be scheduled
15 14 days before start of construction work. Discuss sequence of work
16 plans, and proposal for dust control.
17

18 **(B) Equipment.** Milling equipment shall be equipped with a rotary-
19 type cutting head with cutting tips arranged in a pattern as to provide a
20 relatively smooth cut, approximately 1/16 inches between peaks and
21 valleys.
22

23 The cutting head(s) shall be on a suspension independent from the
24 power unit to allow the head(s) to self-align with surface slopes and
25 irregularities.
26

27 The machine shall have a guidance system that provides consistent
28 alignment of each cut in relation to the roadway and provide uniformity
29 and consistency throughout the project.
30

31 **(C) Longitudinal Spacing.** The Milled Rumble Strips (MRS) shall be
32 placed perpendicular to the roadway with longitudinal spacing as follow:
33

34 Centerline MRS: 20 inch on-center (milled across centerline)
35 Edgeline MRS: 12 inch on-center (within edgeline)
36

37 The 20 inch on-center longitudinal spacing for Centerline MRS is
38 designed to accommodate multiple centerline pavement striping and
39 raised pavement marker configurations. It will allow placement of raised
40 pavement markers between the milled concave depressions.
41

42 **(D) Milling Operations.** Clean pavement surface before constructing
43 the rumble strips. Mill the concave depressions to the dimensions shown
44 in the plans.
45

Align the concave depressions as shown in the plans. Alignment of milled rumble strips shall not deviate from the plans more than ± 2 inches.

After the concave depressions are milled into the pavement surface, use a power broom or sweeper/vacuum to collect the waste material resulting from the milling operations.

Contractor shall dispose the waste material as directed by the Engineer at no increase in contract price or contract time.

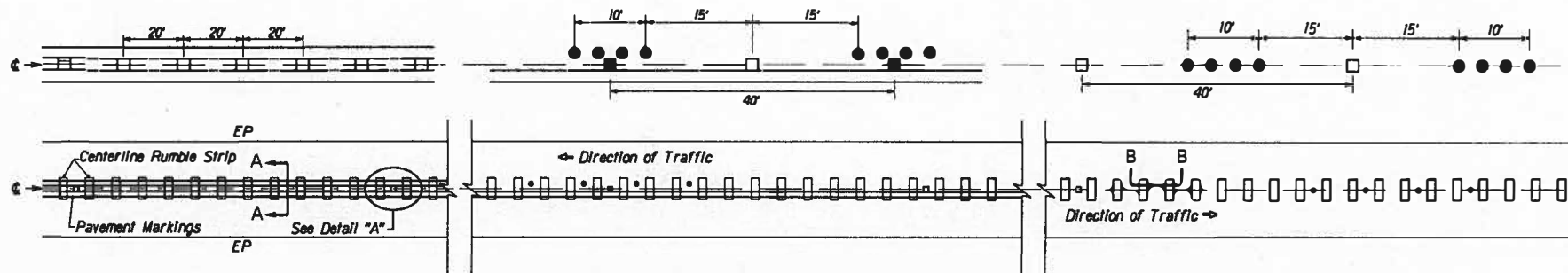
615.04 Measurement. The Engineer will measure for furnishing and installing milled rumble strip per linear foot.

615.05 Payment. The Engineer will pay for the accepted milled rumble strip on at the contract unit price per linear foot. Payment will be full compensation for the work prescribed in this section and the contract documents.

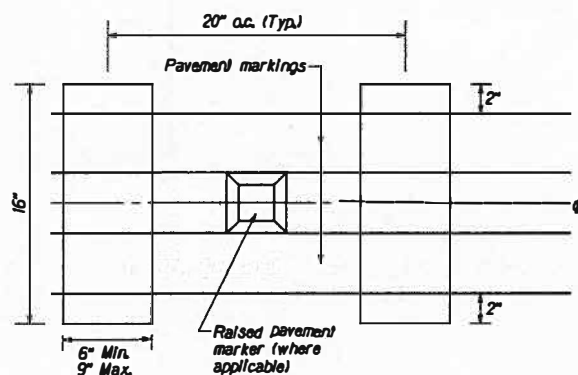
The Engineer will pay for the following pay item when included in the proposal schedule:

Pay Item	Pay Unit
16-Inch Milled Rumble Strip, Centerline	Linear Foot
12-Inch Milled Rumble Strip, Edgeline	Linear Foot"

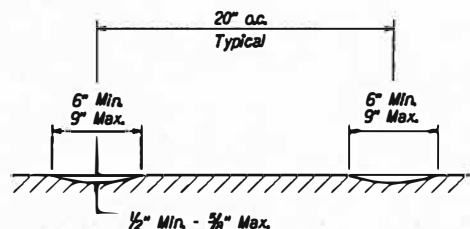
END OF SECTION 615



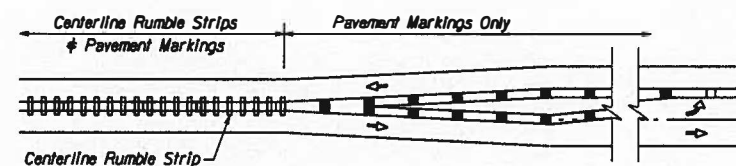
PLAN - CENTERLINE MILLED RUMBLE STRIP
Not to Scale



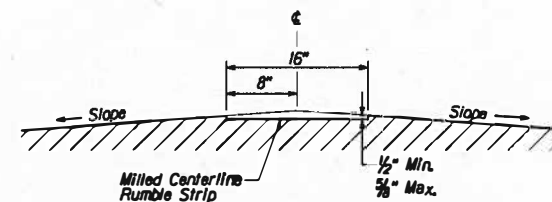
DETAIL "A"
Not to Scale



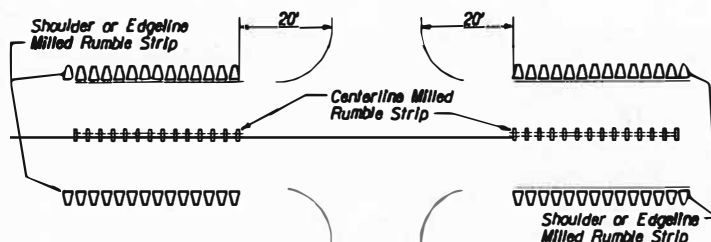
SECTION B-B - CENTERLINE MILLED RUMBLE STRIP
Not to Scale



CENTERLINE MILLED RUMBLE STRIP INSTALLATION LIMIT
Not to Scale



SECTION A-A - CENTERLINE MILLED RUMBLE STRIP
Not to Scale



MILLED RUMBLE STRIP INSTALLATION LIMITS
Not to Scale

NOTES:

1. Dimensions shown are approximate. Adjust rumble strip spacing to coordinate with pavement markings prior to installation.
2. Raised pavement markers shall be installed on level surface between the rumble strips. Do not install raised pavement markers inside the milled area.
3. Do not install centerline rumble strips on bridge decks.
4. Where at-grade bridges are present, rumble strips shall end/begin 20 LF. beyond the existing bridge deck joints/concrete approach slab.
5. Hot spray thermoplastic shall be used for solid line markings within the milled centerline rumble strip area.

CENTERLINE RUMBLE STRIPS

HSIP-0900(105)

615-3a

Amend **Section 629 - PAVEMENT MARKINGS** to read as follows:

“SECTION 629 - PAVEMENT MARKINGS

629.01 Description. This section describes furnishing, installing, and removing pavement markings.

629.02 Materials.

White and Yellow Traffic Paint	755.01
Pavement Markers	755.02
Adhesives for Pavement Markers	755.03
Preformed Pavement Marking Tape	755.04
Retroreflective Thermoplastic Compound Pavement Markings	755.05

Pavement markers shall be of uniform composition, free from surface irregularities, and free from other physical damage or defects that affect appearance or performance, or both.

629.03 Construction.

(A) General. Pavement markings shall conform to most recent edition of MUTCD, and as amended; and shall be applied as indicated in the contract documents.

Establish control points and layout pavement markings.

Remove surface moisture and other materials that may adversely affect bonding before applying pavement markings.

If bituminous adhesive is used, apply pavement markers not less than 7 days after completing pavement. If epoxy adhesive is used, apply markers not less than 14 days after completing pavement.

Do not allow more than 1-inch deviation from intended alignment of longitudinal pavement markings on tangents and curves with radii greater than 5,000 feet. Do not allow more than 2-inch deviation from intended alignment of longitudinal pavement markings on curves with radii of 5,000 feet or less. Correct misalignments by removing and reinstalling misaligned portion(s), plus an additional 25-foot segment from each end, within one working day after notification of misalignment by the Engineer.

(B) Temporary Pavement Markings. Install temporary pavement markings by end of work day in accordance with Table 629.03-1 - Temporary Pavement Markings when the following conditions exist:

- (1) Permanent pavement markings are not installed after completion of each day's final paving.
- (2) Additional guidance through area is required.
- (3) Markings for special traffic patterns are warranted.

Install temporary, solid, 6-inch pavement marking tapes on edges of traveled way for newly paved, scarified, or cold-planed surfaces, reconstructed areas, and unmarked areas. Where curbs are present at edges of traveled way, 6-inch pavement marking tapes may be eliminated.

Maintain and replace temporary pavement markings, flexible delineators, and barricades.

Remove temporary markings before installing permanent pavement markings.

Cover or temporarily remove signs that conflict with temporary pavement markings.

When pavement markings are not installed by the completion of construction operations for each day, the Engineer will suspend work and progress payment in accordance with Subsection 105.01(A) - Authority of the Engineer.

TABLE 629.03-1 TEMPORARY PAVEMENT MARKINGS

TYPE	PAVEMENT MARKINGS
Passing Permitted - Both Sides	Broken lines consisting of 10-foot line segments and 30-foot gaps with Type D markers spaced 40 feet on center and located on center of the stripes.
Passing Prohibited - Both Sides	Double solid 4-inch yellow stripes with Type D markers placed 40 feet on center placed consistently on one of the 4-inch yellow stripes.
Passing Permitted - One Side Only	Single continuous 4-inch yellow stripe and single 4-inch yellow broken lines consisting of 10-foot line segments and 30-foot gaps on passing side with Type D markers placed

	40 feet on center on the continuous 4-inch stripe.
Lane Lines - Lane Changing Permitted	Single 4-inch white broken lines consisting of 10-foot line segments and 30-foot gaps with Type C or Type D markers spaced 40 feet on center located on the stripes.
Lane Lines - Lane Changing Prohibited	Double solid 4-inch white stripes with Type C markers placed 40 feet on center consistently on one of the 4-inch white stripes.
Crosswalk	A 10 foot stripe 12 inches in width with 18 inch gap.
Stop Line	Single 12-inch white transverse line.
Note: Paint may be used for temporary markings in areas where final paving is not complete."	

(C) Permanent Pavement Markings.

(1) Permanent Pavement Markers. Provide pavement markers conforming to shapes, dimensions, tolerances, types, uses, and layout as indicated in the contract documents.

Submit samples of pavement markers and adhesives for testing and acceptance 10 days before usage. The Engineer will sample and test pavement markers in accordance with Subsection 755.02 – Pavement Markers.

Use bituminous adhesive or standard set type epoxy adhesive to bond pavement markers to pavement.

Heat and dispense bituminous adhesive from equipment that can maintain required temperature.

When using epoxy adhesive, mix components by employing two-component type automatic mixing and extruding apparatus. Automatic mixing equipment shall use positive displacement pumps and shall properly meter components in ratio of 1:1, ± 5 percent by volume. Check ratio in presence of the Engineer at beginning of each day or as ordered by the Engineer.

Mix only standard set type adhesive manually, and do not mix more than 1 quart.

Place pavement markers within 60 seconds after mixing and extruding adhesive. No further movement of placed marker will be allowed. Use completely each mixed batch of adhesive within 5

minutes after start of mixing. Place adhesive on pavement surface or on bottom of marker, covering entire area of contact, without voids and with uniform thickness, to produce slight excess after pressing marker in place. Place marker in position and apply pressure with slight twisting motion until firm contact is made with pavement. If adhesive cannot be readily extruded from under marker when pressure is applied, discard remaining batch of adhesive. Immediately remove excess adhesive around edge of marker, on surrounding pavement, and on exposed surfaces of markers.

Remove adhesive from exposed faces of markers, using soft rags moistened with mineral spirits conforming to MIL-PRF-680A(1) or kerosene. Other solvents will not be allowed.

Where bituminous adhesive is used, protect marker against impact until adhesive has hardened to the degree designated by the Engineer. Where epoxy adhesive is used, protect pavement markers against impact until adhesive has hardened in accordance with Table 629.03-2 – Adhesive Set Time For Epoxy Pavement Markers:

TABLE 629.03-2 - ADHESIVE SET TIME FOR EPOXY PAVEMENT MARKERS		
Temperature* (Degrees F)	Standard Set Type (Hours)	Rapid Set Type (Minutes)
100	1.5	15
90	2	20
80	3	25
70	4	30
60	5	35
50	7	45
40	No application below 50 degrees F	65
30		85
20		No application below 30 degrees F
10		

*Either pavement surface temperature or ambient air temperature, whichever is lower.

Do not use hardness of epoxy rim around marker as an indication of degree of cure.

Remove and replace pavement markers that do not meet set time requirements indicated in Table 629.03-2 - Adhesive Set Time For Epoxy Pavement Markers.

Do not install pavement markers when relative humidity is greater than 80 percent, or when pavement surface is not dry.

Do not install pavement markers over longitudinal or transverse joints of pavement surface, pavement marking tape, and thermoplastic extrusion markings.

(2) Traffic Paint. Use wheeled, manually or motor-propelled applicator machine to apply traffic paint at nominal thickness of 0.015 inch or at rate of 300 linear feet of single 4-inch stripe for 1 gallon paint. Use applicator having appropriate shields around nozzles to permit sharp stripe definition, and separate nozzle to direct air stream immediately ahead of paint application for clearing debris, dust, and other foreign matter. Immediately remove misted, dripped, and spattered paint from pavements.

Protect freshly painted pavement markings from traffic until paint will not transfer to tires or other devices.

Repair or correct pavement markings damaged by traffic and paint marks on pavement caused by traffic crossing wet paint.

(3) Thermoplastic Extrusion Pavement Marking.

(a) Equipment. Apply material to pavement by extrusion method. One side of shaping die shall be pavement surface and other three sides shall be contained by, or shall be part of equipment for heating and controlling flow of material.

Equipment shall provide continuous mixing and agitation of material. Conveying parts of equipment shall be constructed to prevent accumulation and clogging.

Mixing and conveying parts, including shaping die, shall maintain material at plastic temperature.

Equipment shall produce continuously uniform stripe dimensions.

Applicator shall cleanly and squarely cut off stripe ends. Pans, aprons, or similar appliances that the die overruns will not be allowed.

Apply beads to entire surface of completed stripe by automatic bead dispenser attached to liner.

Equip bead dispenser with automatic cutoff control synchronized with cutoff of thermoplastic material.

Use equipment that provides for varying die widths to produce varying widths of traffic markings.

Provide kettle for melting and heating composition. Equip kettle with automatic thermoplastic control device so that heating can be done by controlled heat transfer liquid rather than direct flame.

Equip and arrange applicator and kettle in accordance with National Fire Underwriters requirements.

Use mobile and maneuverable applicator that is capable of following straight lines and making curves in true arcs.

Use applicator capable of containing minimum of 125 pounds of molten material.

(b) Application. Clean off dirt, blaze, paint, tape, and grease. Apply thermoplastic extrusion pavement marking only when pavement surface is dry.

Use equipment that can apply material in variable widths from 2 inches to 12 inches. Apply material for full width of stripe in one application or pass.

On concrete pavements, on HMA pavements more than seven days old, and on HMA pavements paved within seven days containing less than 6 percent bituminous asphalt, pre-stripe application area with binder material, primer, or prime seal coat recommended by pavement marker manufacturer.

Line thickness, as viewed from lateral cross section, shall measure not less than 3/32 inch at edges, and not less than 1/8 inch in center.

Unnecessary thermo droppings caused by labor or equipment shall be cleaned by the Contractor at no cost to the State.

Take measurements as average throughout 36-inch sections of line. Two thousand pounds of thermoplastic materials supplied in granular or block form shall yield approximately 6,600 feet of 4-inch striping with 90-mil thickness.

Where required by the contract documents to apply new markings over existing markings, bond new line over old line so that no splitting or separation takes place during its useful life.

Provide finished lines with well-defined edges, free of waviness.

(c) Profiled marking Profiled thermoplastic markings shall be produced in one continuous integral process consisting of an extruded base line with raised ribs positioned at regular and predetermined intervals. The product shall be available in standard widths and standard colors of white and yellow.

The base line shall consist of thermoplastic materials extruded to a thickness of not less than 100 mils nor more than 125 mils. The width of the line shall be in accordance with the plans. The edges of the lines shall be well defined and free from waviness.

The raised ribs shall be positioned at regular 36 inch intervals when measure center to center. The general shape of the ribs approximates a trapezoid when viewed from a profile aspect. The raised rib shall stand a minimum of 400 mils above the extruded base line. The length of the raised rib shall be a minimum of 2.5 inches measured at the widest portion of the crown of the rib. In addition, the ribs shall be approximately rectangular in shape.

(4) Preformed Pavement Marking Tape. Apply temporary or permanent preformed pavement marking tape manually or with tape applicators, in accordance with tape manufacturer's recommendations and the contract documents. Install preformed pavement marking tape only when pavement surface is dry.

Do not apply preformed pavement marking tape over other markings. Remove existing pavement markings and prepare surface for tape application in accordance with Subsection 629.03(A) -

General.

Apply preformed pavement marking tape only when ambient air temperature is at least 60 degrees F and rising, and roadway surface temperature is at least 70 degrees F and rising. Application of preformed pavement marking tape will not be allowed when roadway surface temperature exceeds 150 degrees F.

Before applying preformed pavement marking tape, prime existing roadway surfaces with primer in accordance with tape manufacturer's recommendations.

Use tapes of specified width or use tapes of different widths to form specified stripe width. The Engineer will pay for specified width of stripe when different tape widths are used to form specified width.

Use butt splices only. Tape material shall not be overlapped.

Areas marked with preformed pavement marking tape shall be ready for traffic immediately after application.

(5) Thermoplastic Hot Spray Pavement Marking.

(a) Equipment. Use equipment constructed for preparation and application of thermoplastic hot spray pavement marking.

Equipment shall provide continuous mixing and agitation of material. Conveying parts of equipment shall be constructed to prevent accumulation and clogging.

Use applicator capable of containing minimum of 125 pounds of molten material.

Provide kettle for melting and heating composition. Equip kettle with automatic thermostat control device so that heating can be done by controlled heat transfer liquid rather than direct flame.

Equip and arrange applicator and kettle in accordance with National Fire Underwriters requirements.

Mixing and conveying parts, including the spray gun, shall maintain material at molten temperature.

Apply beads to entire surface of completed stripe by automatic bead dispenser attached to hot spray applicator.

Equip bead dispenser with automatic cutoff control synchronized with cutoff of thermoplastic material.

Use equipment that provides for varying spray widths to produce varying widths of traffic markings.

Use mobile and maneuverable applicator that is capable of following straight lines and making curves in true arcs.

(b) Application. Clean off dirt, debris, blaze, paint, tape, and grease. Apply thermoplastic hot spray pavement marking only when pavement surface is dry.

Use equipment that can apply material in variable widths from 2 inches to 12 inches. Apply material for full width of stripe in one application or pass.

On concrete pavements, on HMA pavements more than seven days old, and on HMA pavements paved within seven days containing less than 6 percent bituminous asphalt, pre-stripe application area with binder material, primer, or prime seal coat recommended by pavement marker manufacturer.

Line thickness, as viewed from lateral cross section, shall measure not less than 3/32 inch at edges, and not less than 1/8 inch in center.

Where required by the contract documents to apply new markings over existing markings, bond new line over old line so that no splitting or separation takes place during its useful life.

Provide finished lines with well-defined edges, free of waviness.

(D) Removal of Existing Pavement Markings. Remove and dispose of existing pavement markings as directed by the Engineer before performing the following activities: applying temporary or permanent traffic paint, thermoplastic extrusion pavement marking, or preformed pavement marking tape; and making changes in traffic pattern. Dispose of material in accordance with Subsection 201.03(F) - Removal and Disposal of Material. Use one of the following removal methods:

(1) Grinding. Feather edges of grinding to make smooth transition to existing roadway surface. Limit feathering to 3 inches beyond Edge of existing striping to be removed. Vary feathered

edges to differentiate them from traffic stripes. Coat ground asphalt pavement with rapid-setting slurry.

(2) **Burning.** Burn off existing painted pavement markings using excess oxygen method.

(3) **Sandblasting.** As work progresses, immediately remove sand and other material deposited on pavement.

(4) **Other.** Remove preformed pavement marking tape by methods recommended by manufacturers. Eradication of existing markings by painting over them will not be allowed.

629.04 Measurement.

The Engineer will measure for removing and disposing of pavement striping per linear foot.

The Engineer will measure for removing and disposing of crosswalk and yield line markings per lane.

The Engineer will measure for removing and disposing of pavement arrow, pavement symbol, pavement word, and pavement markers per each.

The Engineer will measure removing and disposing of temporary pavement striping per linear foot.

The Engineer will measure removing and disposing temporary pavement markers per each.

The Engineer will measure establishing control points and layout for pavement marking on a force account basis, in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

The Engineer will measure for furnishing and installing pavement striping per linear foot. The Engineer will measure the longitudinal pavement markings by the linear foot according to the contract. Longitudinal gaps for skip striping that are 30 feet or less will be included in the measurement.

The Engineer will measure for furnishing and installing crosswalk and yield line markings per lane.

The Engineer will measure for furnishing and installing pavement arrow, pavement symbol, pavement word, and pavement markers per each.

629.05 Payment.

The Engineer will pay for establishing control points and laying out for pavement marking on new pavement surfaces on a force account basis, in accordance with Subsection 109.06 – Force Account Provisions and Compensation. The price includes full compensation for establishing control points, laying out and furnishing labor, materials, equipment, tools, and incidentals necessary to complete the work.

The Engineer will pay for the accepted pavement striping at the contract unit price per linear foot. The price includes full compensation for cleaning the existing surface, furnishing and applying the pavement striping, and furnishing labor, materials, equipment, tools, and incidentals necessary to complete the work.

The Engineer will pay for the accepted crosswalk and yield line markings at the contract unit price per lane. The price includes full compensation for cleaning the existing surface, furnishing and applying the crosswalk and yield line markings, and furnishing labor, materials, equipment, tools, and incidentals necessary to complete the work.

The Engineer will pay for the accepted pavement arrow, pavement symbol and pavement word at the contract unit price per each. The price includes full compensation for cleaning the existing surface, furnishing and applying the pavement arrow, pavement symbol and pavement word, and furnishing labor, materials, equipment, tools, and incidentals necessary to complete the work.

The Engineer will pay for the accepted pavement markers including adhesives at the contract unit price per each. The price includes full compensation for cleaning the existing surface, submitting samples; applying adhesives; furnishing, installing and protecting the pavement markers, and furnishing labor, materials, equipment, tools, and incidentals necessary to complete the work.

The Engineer will pay for the accepted removal and disposal of existing pavement symbols, words, and arrows at the contract unit price per each. The price includes full compensation for removing and disposing the existing pavement symbols, words, and arrows; and furnishing labor, materials, equipment, tools, and incidentals necessary to complete the work.

The Engineer will pay for the accepted removal and disposal of existing crosswalk markings and yield line markings at the contract unit price per lane. The price includes full compensation for removing and disposing the existing crosswalk markings and yield line markings; and furnishing labor, materials, equipment, tools, and incidentals necessary to complete the work.

The Engineer will pay for the accepted removal and disposal of existing pavement striping at the contract unit price per linear foot. The price includes full compensation for removing and disposing the existing pavement striping and furnishing labor, materials, equipment, tools, and incidentals necessary to

complete the work.

The Engineer will pay for the accepted removal and disposal of temporary pavement striping at the contract unit price per linear foot. The price includes full compensation for removing and disposing the temporary pavement striping and furnishing labor, materials, equipment, tools, and incidentals necessary to complete the work.

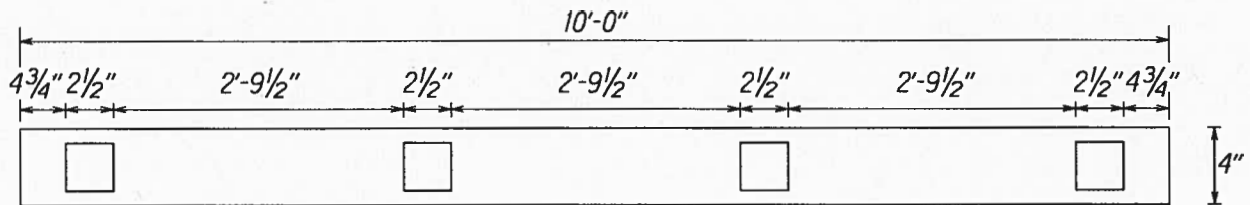
The Engineer will pay for the accepted removal and disposal of existing pavement markers at the contract unit price per each. The price includes full compensation for removing and disposing the existing pavement markers and adhesives, cleaning the existing surface, and furnishing labor, materials, equipment, tools, and incidentals necessary to complete the work.

The Engineer will pay for the accepted removal and disposal of temporary pavement markers at the contract unit price per each. The price includes full compensation for removing and disposing the temporary pavement markers and adhesives, cleaning the existing surface, and furnishing labor, materials, equipment, tools, and incidentals necessary to complete the work.

The Engineer will pay for the following pay items when included in the proposal schedule:

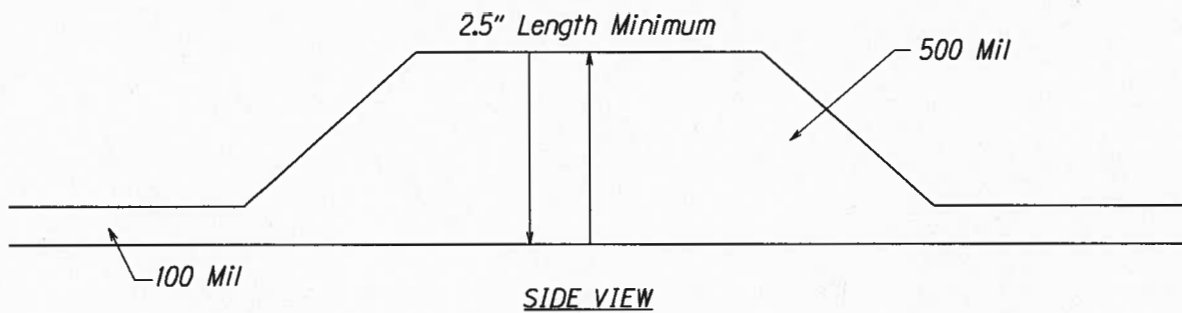
Pay Item	Pay Unit
____-Inch Pavement Striping (Thermoplastic Extrusion)	Linear Foot
Double 4-Inch Pavement Striping (Thermoplastic Extrusion)	Linear Foot
4-Inch Pavement Striping (Profiled Thermoplastic)	Linear Foot
Crosswalk Marking (Thermoplastic Extrusion)	Lane
Yield Line (Thermoplastic Extrusion)	Lane
Pavement Arrow (Thermoplastic Extrusion)	Each
Pavement Word (Thermoplastic Extrusion)	Each
Pavement Symbol (Thermoplastic Extrusion)	Each
Type ____ Pavement Markers	Each
Removing and Disposing _____	Linear Foot
Removing and Disposing _____	Lane

500	Removing and Disposing _____	Each
501		
502	Pavement Marking Layout for New Pavement	Force Account"
503		
498		
499	END OF SECTION 629	

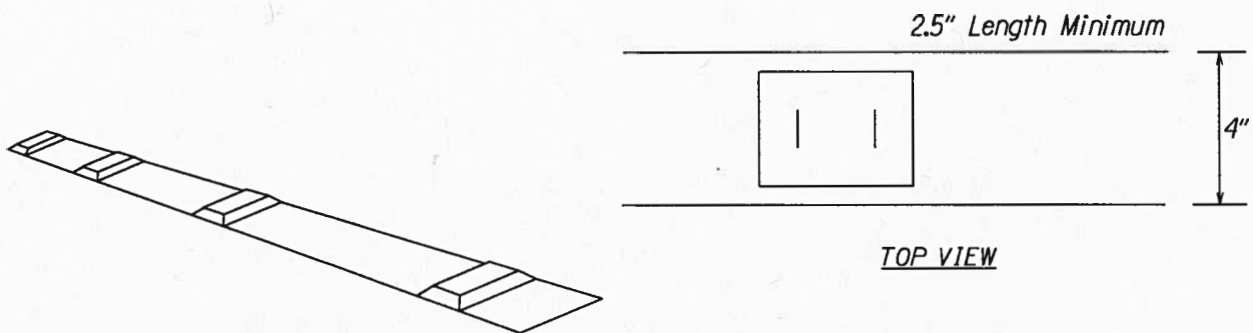


TOP VIEW
LANE LINE

Profiles placed on 36" o.c.
500 mil height, including 100 mil baseline.
Width equal to approximately baseline width.



SIDE VIEW



TOP VIEW

PERSPECTIVE VIEW

PROFIED THERMOPLASTIC STRIPING

Not to Scale

HSIP-0900(105)

629-14a

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(I) Amend Section 632.04 - Measurement by replacing lines 79 to 81 to read:

(II) Amend Section 632.05 – Payment by replacing lines 83 to 100 to read:

The Engineer will pay for the following pay items when included in the proposal schedule:

Pay Item	Pay Unit
Reflector Marker _____	Each"

END OF SECTION 632

1 **SECTION 645 - WORK ZONE TRAFFIC CONTROL**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **Subsection 645.03 – Construction** by adding this paragraph after
6 line 70:

7
8 “Furnish two Electronic Message Boards or the amount requested by the
9 Engineer for each work site that requires work zone traffic control on a daily basis.”

10
11 **(II)** Amend **Subsection 645.03 – Construction** from line 71 to 100 to read as
12 follows:

13
14 **“TCP Development.** Contractor shall develop site-specific Traffic Control
15 Plan (TCP) and work schedule based on work hours and lane closure restrictions
16 stipulated in the contract documents.

17
18 TCP shall be developed after Contractor conducted field investigation of
19 traffic conditions, including but not limited to, traffic volume counts taken during
20 anticipated work hours, detour routes, interchange ramp & city street traffic signal
21 timing, and public gathering places such as schools, businesses and shopping malls
22 within the project limits and surrounding areas.

23
24 If excessive work zone traffic delays within project limits were observed
25 during construction, the State reserves the rights to suspend TCP if Contractor failed
26 to adjust his work and/or TCP to address traffic concerns brought forth by the State
27 in a timely and responsive manner.

28
29 If TCP affects State of Hawaii streets, such as but not limited to, work upon
30 State highways, lane closures, or traffic detours on State highways, State of Hawaii,
31 Department of Transportation services (DTS) Permits for Street Usage shall be
32 obtained prior to starting work. A TCP stamped by a registered Civil Engineer from
33 the State of Hawaii may be required to obtain the DTS Permit for Street Usage.

34
35 If TCP affects County of Maui streets, such as but not limited to, traffic
36 detours onto City streets, or traffic control devices placed on City streets, a City &
37 County of Maui, Department of Transportation services (DTS) Permit for Street
38 Usage shall be obtained prior to starting work. A TCP stamped by a registered
39 Civil Engineer from the State of Hawaii may be required to obtain the DTS Permit for
40 Street Usage.

41
42 **TCP Submittal.** Submit TCP and work schedule for review and acceptance
43 following the procedures established in Subsection 105.04 – Review and
44 Acceptance Process. TCP and schedule shall be accepted by the Engineer prior
45 to starting work in each area. Submit modifications and deviations from accepted
46 TCP following the procedures established in Subsection 105.04. Illegible TCP will
47 not be accepted.

48 Include the following in TCP and schedule:

49
50 (1) Signs (type, size, designation, and placement).

51
52 (2) Traffic movements shown by arrows.

53
54 (3) Positions of flaggers and police officers.

55
56 (4) Barricades, cones, delineators, and additional traffic control devices
57 and measures necessary for protection of work and public safety; and
58 placement, spacing, distances, and reference points for traffic control
59 devices.

60
61 (5) Layout, drawn to scale, of traffic control devices, including information
62 needed to layout TCP.

63
64 (6) Brief description of work.

65
66 (7) Dates of work.

67
68 (8) Times of day affected.

69
70 (9) Proposed public information sign.

71
72 (10) Proposed news release.

73
74 (11) For lane closures indicate the max. length of roadway to be closed.

75
76 (12) For mobile operations such as rumble strip milling and striping,
77 provide instruction details for warning sign and flagger deployment.

78
79 (13) Minimum lane width and offset distances to adjacent roadway
80 elements (e.g., bridge railing, guardrail, portable concrete barrier, etc.)

81
82 (14) Eradicate conflicting pavement striping per Sec. 629.03(D) – Removal
83 of Existing Pavement Markings. Eradication of existing markings by painting
84 over them will not be allowed.

85
86 (15) If the work will affect a pedestrian or bike route, show an alternative
87 route and provide appropriate warning signs.”

88
89 (III) Amend **Subsection 645.03 (B) - Construction Signs** from line 162 to 169 by
90 changing all references to “Construction Signs” to read “**Work Zone Signs**”.

91
92 (IV) Amend **Subsection 645.03 (F) - Lane Closures** from line 253 to 270 to read
93 as follows:

95 "For the island of Maui, no lane closures will be allowed during 24-hour
96 periods as follows:

97
98 (1) Day preceding holiday (3:00 p.m. to Midnight), except as otherwise
99 specified.

100
101 (2) Holidays (Midnight to Midnight).

102
103 (3) Thanksgiving weekend (Thursday to Sunday).

104
105 (4) Three-week holiday period for Christmas and New Year.

106
107 (5) Other dates of events indicated in the contract documents."

108
109 (V) Amend **Subsection 645.04 – Measurement** from lines 394 to 403 to read as
110 follow:

111
112 "**645.04 Measurement.** The Engineer will measure Traffic Control and
113 Electronic Message Boards per working day in accordance with the contract
114 documents.

115
116 Traffic Control (Shoulder Closure) will be measured per working day for the
117 full shoulder closure installed and removed as required.

118
119 Traffic Control (Flagging Operation for Contra-flow) will be measured per
120 working day for the full flagging operations installed and removed as required. A
121 flagging operation is defined as active control of traffic flow by flag person(s), such
122 as 1-lane, 2-way traffic operation.

123
124 Traffic Control (Lane Closures) will be measured per day for the full lane
125 closures installed and removed. A full lane closure is defined as closing one lane
126 to traffic.

127
128 The Engineer will measure Additional Police Officers, Additional Traffic
129 Control Devices, and Advertisement, if ordered by the Engineer, on a force account
130 basis, in accordance with Subsection 109.06 – Force Account Provisions and
131 Compensation."

132
133 (VI) Amend **Subsection 645.05 – Payment** from lines 405 to 424 to read as
134 follows:

135
136 "**645.05 Payment.** The Engineer will pay for the accepted Traffic Control at
137 the contract price per working day.

138
139 The payment for Traffic Control (Shoulder Closure) includes full
140 compensation for renting/furnishing, installing, maintaining, relocating and removing
141 all signs, barricades, delineators, cones as required.

The payment for Traffic Control (Flagging Operation for Contra-Flow) includes full compensation for renting/furnishing, installing, setting up, relocating and removing all signs, cones, flag persons, flagging/communication equipment as required.

The payment for Traffic Control (Lane Closures) includes full compensation for renting/furnishing, installing, maintaining, relocating and removing all signs, barricades, delineators, cones, arrow boards, police officers, etc. as required.

The Engineer will pay for the accepted Electronic Message Boards at the contract price per working day. The price includes full compensation for renting/furnishing, installing, setting up, maintaining and removing one electronic message board for a 24-hour period, and furnishing labor, materials, tools, equipment, and incidentals necessary to operate the Electronic Message Boards.

The Engineer will pay for the following pay items when included in the proposal schedule:

Pay Item	Pay Unit
Traffic Control (Shoulder Closure, per day, Bid Amount Not to Exceed \$6,000)	Working Day
Traffic Control (Flagging Operation for Contra-Flow, per day, Bid Amount Not to Exceed \$9,000)	Working Day
Traffic Control (Lane Closures, per lane, per day, Bid Amount Not to Exceed \$4,500)	Working Day
Electronic Message Board (each, per day, Bid Amount Not to Exceed \$2,2500)	Working Day

Maximum bids allowable for Traffic Control and Electronic Message Boards amount in excess of the allowable maximum for either or both items, the indicated amount or amounts shall be reduced to allowable maximum, as appropriate. "Sum of All Items" in proposal schedule shall be adjusted to reflect any such reduction. For purposes of comparing bids and determining contract price to be inserted in contract awarded to bidder, if so awarded, "Sum of All Items" adjusted in accordance with foregoing shall be used and bidder's proposal shall be deemed to have been submitted for amounts as reduced and adjusted in accordance herewith.

Additional Police Officers, Additional Traffic Control Devices, and Advertisement	Force Account
--------------------------------------------------------------------------------------	---------------

An estimated amount for the force account may be allocated in the proposal schedule, but the actual amount to be paid will be the sum shown on the accepted force account records, whether this sum be more or less than the estimated amount allocated in the proposal schedule. The Engineer will negotiate the force account amounts for the respective pay items when each work order is issued.

The State reserves the right to use other means for Traffic Control. The Engineer shall determine when to include the respective pay items in each work order.”

END OF SECTION 645

1 **SECTION 750 – TRAFFIC CONTROL SIGN AND MARKER MATERIALS**

2
3 Make the following amendments to said Section:

4
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
29 **(II)** Amend **Subsection 750.01(B) Backing** by replacing lines 72 through 73
30 to read:

31
32 “Aluminum sheet shall conform to ASTM B 209, alloy 5052-H38 or 6061-
33 T6 flat sheet.”

34
35 **(III)** Amend **Subsection 750.01(E) Retroreflective Sheeting Materials** by
36 replacing lines 1126 through 1137 to read:

37
38 **“(E) Retroreflective Sheeting Materials.** Retroreflective sheeting
39 includes white or colored sheeting having smooth outer surface.

40
41 Retroreflective sheeting shall be classified in accordance with ASTM D
42 4956.

43
44 The coefficient of retroreflection shall meet the minimum requirements of
45 ASTM D 4956 for the type of reflective sheeting specified.
46

47 The color shall conform to the latest appropriate standard color tolerance
48 chart issued by the U.S. Department of Transportation, Federal Highway
49 Administration and to the daytime and nighttime color requirements of ASTM D
50 4956.

51
52 Test methods and procedures shall be in accordance with ASTM.

53
54 **(IV)** Amend **Subsection 750.02 Sign Posts** by replacing lines 1168 through
55 1172 to read:

56
57 **“750.02 (C) Square Tube Posts.** Square and other tube posts shall conform
58 to ASTM A 653 for cold-rolled, carbon steel sheet, commercial quality; or ASTM
59 A 787 for electric-resistance-welded, metallic-coated carbon steel mechanical
60 tubing.”

61
62
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67
END OF SECTION 750

1 **SECTION 755 – PAVEMENT MARKING MATERIALS**
2

3 Make the following amendments to said Section:
4

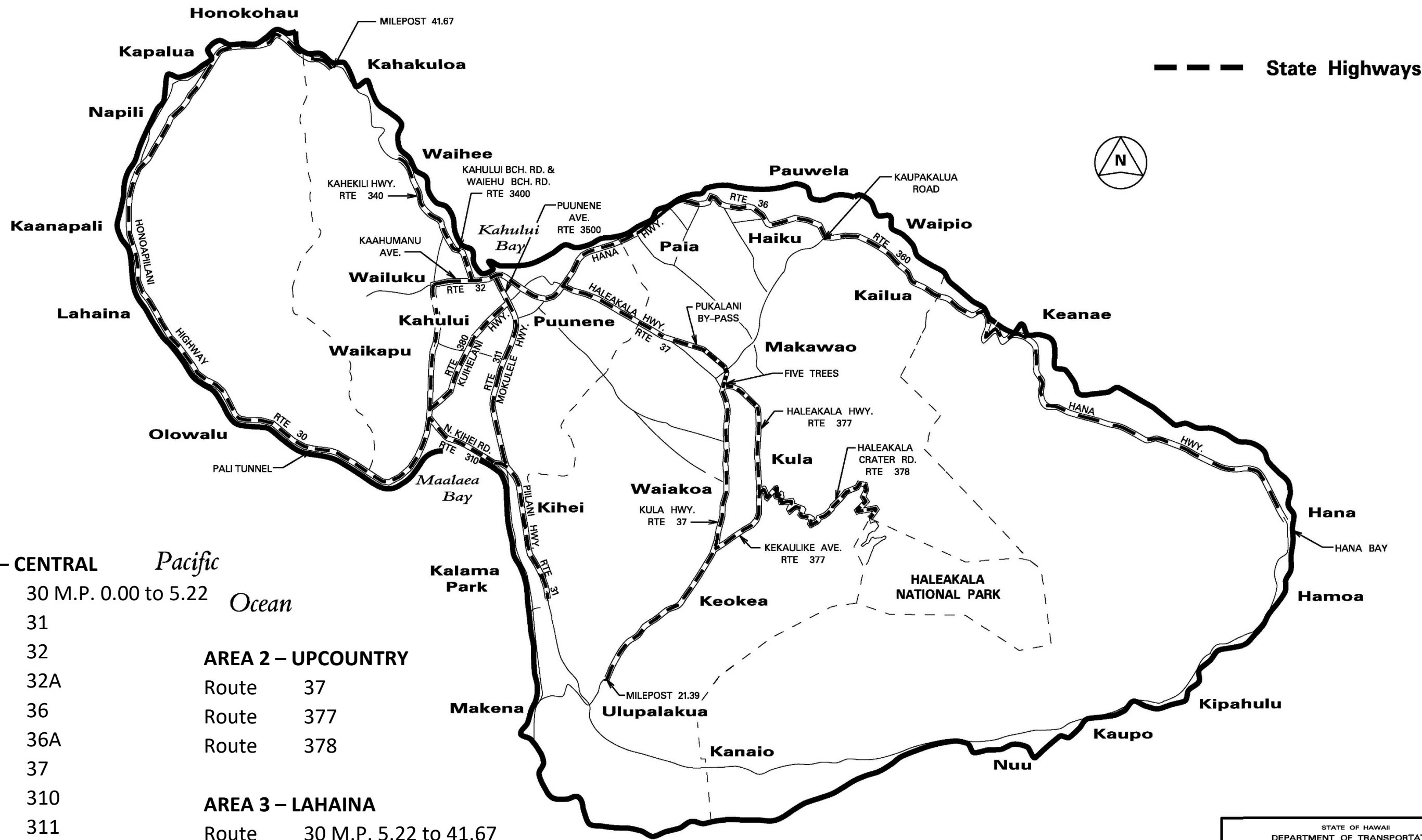
5 **(I)** Amend **Subsection 755.02 (C) Retroreflective Pavement Markers** by
6 revising lines 223 to 236 to read:

7
8 “Exterior surface of shell shall be smooth and contain one or two
9 retroreflective faces of specified color.”
10

11 **(II)** Amend **Subsection 755.05 (C)(1) Material Properties** by adding the
12 following after line 869:

13
14 **(f)** The glass spheres shall not contain more than 200 ppm (total)
15 arsenic, 200 ppm (total) antimony nor more than 200 ppm (total)
16 lead, when tested according to EPA Methods 3052 and 6010C.
17 Other suitable x-ray fluorescence spectrometry analysis methods
18 may be used to screen samples of glass spheres for arsenic and
19 lead content.”
20
21
22
23
24
25
26
27

END OF SECTION 755



AREA 1 – CENTRAL *Pacific Ocean*
Route 30 M.P. 0.00 to 5.22

Route 31
Route 32
Route 32A
Route 36
Route 36A
Route 37

AREA 2 – UPCOUNTRY

Route 37
Route 377
Route 378

AREA 3 – LAHAINA

Route 30 M.P. 5.22 to 41.67
Route 3000

AREA 4 – HANA

Route 360

ISLAND OF MAUI

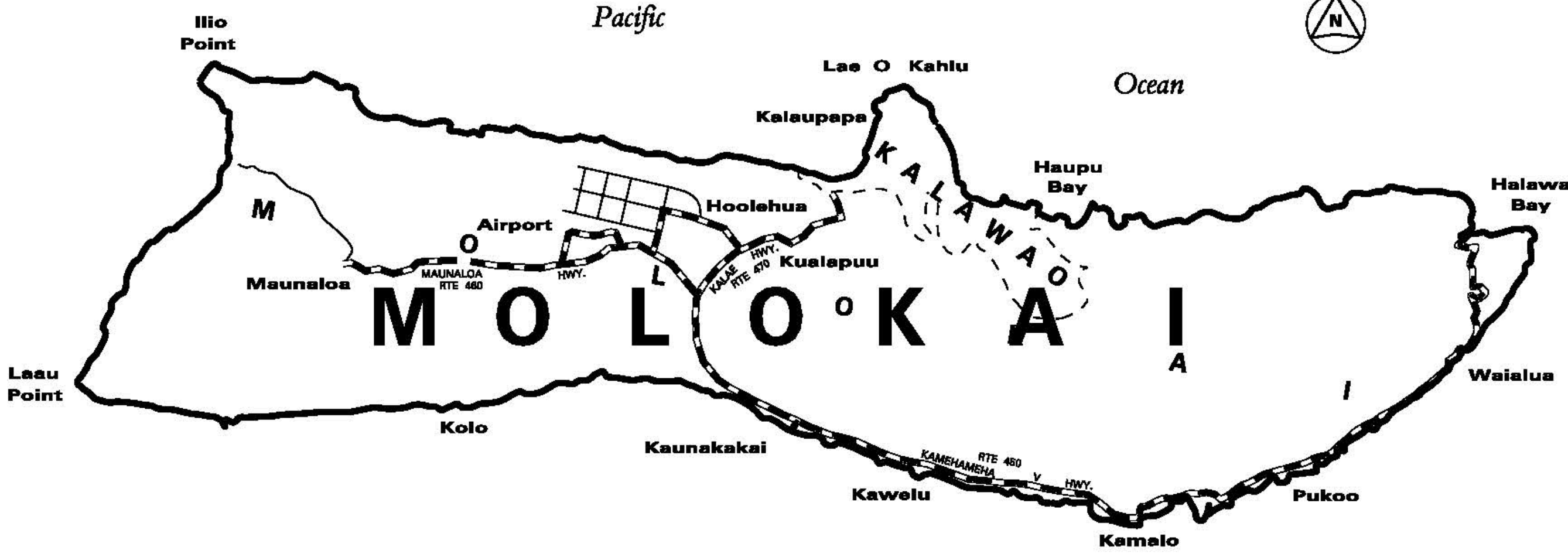
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

LOCATION MAP
INSTALLATION OF ENHANCED PAVEMENT MARKING
AND NEW MILLED RUMBLE STRIP AT VARIOUS
LOCATIONS
ISLANDS OF MAUI, MOLOKAI, & LANAI
FEDERAL-AID PROJECT NO. HSIP-0900(105)
FIGURE 1

SHEET No. 1 OF 3 SHEETS

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.				

--- State Highways



ISLAND OF MOLOKAI

AREA 5 – MOLOKAI

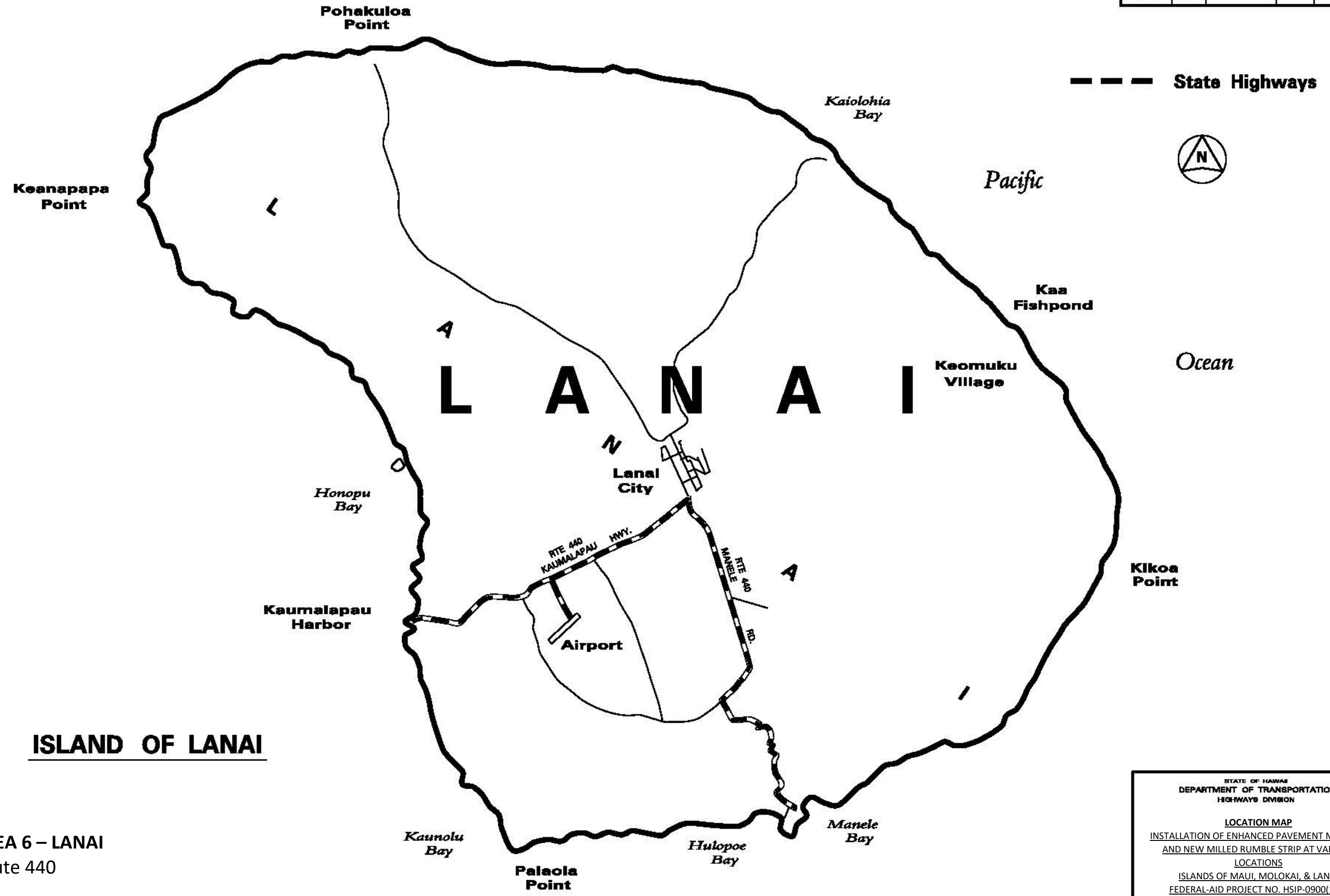
- Route 450
- Route 460
- Route 470
- Route 480

DESIGNED BY	DATE
DRAWN BY	
CHECKED BY	
APPROVED BY	
REVISIONS	
NO.	DATE
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2	
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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

LOCATION MAP
INSTALLATION OF ENHANCED PAVEMENT MARKING
AND NEW MILLED RUMBLE STRIP AT VARIOUS
LOCATIONS
ISLANDS OF MAUI, MOLOKAI, & LANAI
FEDERAL-AID PROJECT NO. HSIP-0900(105)
FIGURE 2

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.				



DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
REVISIONS	
NO.	

AREA 6 – LANAI
Route 440

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

LOCATION MAP
INSTALLATION OF ENHANCED PAVEMENT MARKING
AND NEW MILLED RUMBLE STRIP AT VARIOUS
LOCATIONS
ISLANDS OF MAUI, MOLOKAI, & LANAI
FEDERAL-AID PROJECT NO. HSIP-0900(105)
FIGURE 3

SHEET No. 3 OF 3 SHEETS

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

**WORK ORDER FORM
(COMPLAINT/REQUEST)**

Tracking Number:

Time:

Date:

Name:

Company Name

Address:

City:

Zip Code:

Phone

Home:

Business:

Complaints:

Area:

Route:

Loc.:

Remarks:

Route Name:

Call Rec. By:

Ref. To:

Act. taken:

Comp. date:

Sign:

Ref. W/O:

Tort:

Requirements of Chapter 104, HRS

Wages and Hours of Employees on Public Works Law

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

"General Decision Number: HI20230001 01/13/2023

Superseded General Decision Number: HI20220001

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:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 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 2023.
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:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 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 2023.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

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

BOIL0627-005 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 37.25	31.25

* BRHI0001-001 09/05/2022

	Rates	Fringes
BRICKLAYER		
Bricklayers and Stonemasons..	\$ 47.24	31.33
Pointers, Caulkers and Weatherproofers.....	\$ 47.49	31.33

* BRHI0001-002 09/05/2022

	Rates	Fringes
Tile, Marble & Terrazzo Worker		
Terrazzo Base Grinders.....	\$ 43.79	33.10
Terrazzo Floor Grinders and Tenders.....	\$ 42.24	33.10
Tile, Marble and Terrazzo Workers.....	\$ 45.60	33.10

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

CARP0745-002 10/01/2021

	Rates	Fringes
Drywall and Acoustical Workers and Lathers.....	\$ 51.50	24.84

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

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

* ELEV0126-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 68.08	37.335+a+b

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.

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); Gradesetter (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 Skooter (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
Booms over 250 feet	1.75

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.

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

IRON0625-001 09/01/2022

	Rates	Fringes
Ironworkers:.....\$ 45.00		39.00
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.		

LAB00368-001 09/05/2022

	Rates	Fringes
Laborers:		
Driller.....\$ 41.00		24.25
Final Clean Up.....\$ 30.45		19.57
Gunite/Shotcrete Operator and High Scaler.....\$ 40.50		24.25
Laborer I.....\$ 40.00		24.25
Laborer II.....\$ 37.40		24.25
Mason Tender/Hod Carrier....\$ 40.50		24.25
Powderman.....\$ 41.00		24.25
Window Washer (bosun chair).\$ 39.50		24.25

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, establishing 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); Guniting/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 waterpools, 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; Sheet Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scales; 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; Stripper (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.

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.

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)

PAIN1791-001 07/01/2022

	Rates	Fringes
Painters:		
Brush.....	\$ 40.00	30.59
Sandblaster; Spray.....	\$ 40.00	30.59

PAIN1889-001 07/01/2022

	Rates	Fringes
Glaziers.....	\$ 41.50	38.37

PAIN1926-001 02/27/2022

	Rates	Fringes
Soft Floor Layers.....	\$ 38.77	33.31

* PAIN1944-001 01/01/2023

	Rates	Fringes
Taper.....	\$ 44.60	33.65

PLAS0630-001 09/05/2022		

	Rates	Fringes
PLASTERER.....	\$ 45.00	33.58

PLAS0630-002 08/31/2020		

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 42.65	32.29
Trowel Machine Operators....	\$ 42.80	32.29

PLUM0675-001 07/03/2022		

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...	\$ 50.13	29.05

ROOF0221-001 09/05/2021		

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply).....	\$ 42.55	20.78

SHEE0293-001 02/27/2022		

	Rates	Fringes
Sheet metal worker.....	\$ 46.22	30.64

* SUHI1997-002 09/15/1997		

	Rates	Fringes
Drapery Installer.....	\$ 13.60 **	1.20
FENCE ERECTOR (Chain Link Fence).....	\$ 9.33 **	1.65

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 (\$16.20) or 13658 (\$12.15). 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)).

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.

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: **INSTALLATION OF ENHANCED PAVEMENT
MARKING AND NEW MILLED RUMBLE STRIP AT
VARIOUS LOCATIONS
ISLANDS OF MAUI, MOLOKAI, AND LANAI**

**FEDERAL-AID
PROJECT NO.:** **HSIP-0900(105)**

COMPLETION TIME: **Twelve (12) Months from the Start Work Date from
the Department with an option to extend for four
(4) additional twelve (12) month periods upon
mutual agreement.**

DBE PROJECT GOAL: **None-Specified - Area 1
None-Specified - Area 2
None-Specified - Area 3
None-Specified - Area 4
None-Specified - Area 5
None-Specified - Area 6**

DESIGN PROJECT MANAGER:

NAME: **Larry Hail**
ADDRESS: **650 Palapala Drive
Kahului, Hawaii 96793**
PHONE NO.: **(808) 873-3535**
EMAIL: **larry.d.hail@hawaii.gov**

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 \$750,000.00 per Area, 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. 2 _____
Addendum No. 3 _____	Addendum No. 4 _____
Addendum No. 5 _____	Addendum No. 6 _____

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 for the Area(s) that it bid on to meet the contract goal of:

None-Specified - Area 1

None-Specified - Area 2

None-Specified - Area 3

None-Specified - Area 4

None-Specified - Area 5

None-Specified - Area 6

(percentage to be completed by Bidder, use N/A for the Area(s) the Bidder has not bid on) DBE participation if the contract is awarded to it, and shall maintain such DBE participation during the construction of this project.

SUBCONTRACTOR LISTING FOR AREA 1

(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING FOR AREA 1

(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ Second tier joint contractors

SUBCONTRACTOR LISTING FOR AREA 2

(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING FOR AREA 2

(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ Second tier joint contractors

SUBCONTRACTOR LISTING FOR AREA 3

(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING FOR AREA 3

(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ Second tier joint contractors

SUBCONTRACTOR LISTING FOR AREA 4

(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING FOR AREA 4
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ Second tier joint contractors

SUBCONTRACTOR LISTING FOR AREA 5

(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING FOR AREA 5
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ Second tier joint contractors

SUBCONTRACTOR LISTING FOR AREA 6

(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING FOR AREA 6

(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
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.

¹ 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 - AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
615.0110	16-Inch Milled Rumble Strip, Centerline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0111	16-Inch Milled Rumble Strip, Centerline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0112	16-Inch Milled Rumble Strip, Centerline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0115	12-Inch Milled Rumble Strip, Edgeline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0116	12-Inch Milled Rumble Strip, Edgeline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0117	12-Inch Milled Rumble Strip, Edgeline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0118	12-Inch Milled Rumble Strip, Edgeline (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.1010	4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1011	4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1012	4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1015	6-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1016	6-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1017	6-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1018	6-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1020	8-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1021	8-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1022	8-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1025	12-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1026	12-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1027	12-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1030	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1031	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1032	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1035	4-Inch Pavement Striping (Profiled Thermoplastic) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1036	4-Inch Pavement Striping (Profiled Thermoplastic) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1037	4-Inch Pavement Striping (Profiled Thermoplastic) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1100	Crosswalk Marking (Thermoplastic Extrusion) (1-100 Lanes)	100	LN	\$	\$
629.1101	Yield Line (Thermoplastic Extrusion) (1-100 Lanes)	100	LN	\$	\$

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1102	Pavement Arrow (Thermoplastic Extrusion) (1-125 EA)	125	EA	\$ _____	\$ _____
629.1103	Pavement Arrow (Thermoplastic Extrusion) (126-250 EA)	250	EA	\$ _____	\$ _____
629.1104	Pavement Word (Thermoplastic Extrusion) (1-25 EA)	25	EA	\$ _____	\$ _____
629.1105	Pavement Word (Thermoplastic Extrusion) (26-50 EA)	50	EA	\$ _____	\$ _____
629.1106	Pavement Symbol (Thermoplastic Extrusion) (1-125 EA)	125	EA	\$ _____	\$ _____
629.1107	Pavement Symbol (Thermoplastic Extrusion) (126-250 EA)	250	EA	\$ _____	\$ _____
629.2011	Type C Pavement Markers (1-5,000 EA)	5,000	EA	\$ _____	\$ _____
629.2013	Type D Pavement Markers (1-5,000 EA)	5,000	EA	\$ _____	\$ _____
629.2014	Type D Pavement Markers (5,001-10,000 EA)	10,000	EA	\$ _____	\$ _____
629.2015	Type H Pavement Markers (1-250 EA)	250	EA	\$ _____	\$ _____
629.2016	Type H Pavement Markers (251-500 EA)	500	EA	\$ _____	\$ _____
629.2017	Type H Pavement Markers (501-1,000 EA)	1,000	EA	\$ _____	\$ _____
629.2018	Removing and Disposing Crosswalk Marking (1-100 Lanes)	100	LN	\$ _____	\$ _____
629.2019	Removing and Disposing Yield Line Marking (1-100 Lanes)	100	LN	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.2020	Removing and Disposing Arrows, Words, Symbols (1-550 EA)	550	EA	\$	\$
629.2021	Removing and Disposing of Existing Pavement Striping (1,000-25,000 LF)	25,000	LF	\$	\$
629.2022	Removing and Disposing of Existing Pavement Striping (25,001-50,000 LF)	50,000	LF	\$	\$
629.2023	Removing and Disposing of Existing Pavement Striping (50,001-100,000 LF)	100,000	LF	\$	\$
629.2024	Removing and Disposing of Existing Pavement Striping (100,001-250,000 LF)	250,000	LF	\$	\$
629.2025	Removing and Disposing of Existing Pavement Striping (250,001-500,000 LF)	500,000	LF	\$	\$
629.2027	Removing and Disposing of Temporary Pavement Striping (1,000-25,000 LF)	25,000	LF	\$	\$
629.2028	Removing and Disposing of Temporary Pavement Striping (25,001-50,000 LF)	50,000	LF	\$	\$
629.2029	Removing and Disposing of Temporary Pavement Striping (50,001-100,000 LF)	100,000	LF	\$	\$
629.2030	Removing and Disposing of Temporary Pavement Striping (100,001-250,000 LF)	250,000	LF	\$	\$
629.2031	Removing and Disposing of Temporary Pavement Striping (250,001-500,000 LF)	500,000	LF	\$	\$
629.2033	Removing and Disposing of Existing Pavement Markers (1-10,000 EA)	10,000	EA	\$	\$
629.2034	Removing and Disposing of Existing Pavement Markers (10,001-25,000 EA)	25,000	EA	\$	\$
629.2035	Removing and Disposing of Temporary Pavement Markers (1-10,000 EA)	10,000	EA	\$	\$

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.2036	Removing and Disposing of Temporary Pavement Markers (10,001-25,000 EA)	25,000	EA	\$ _____	\$ _____
629.3000	Pavement Marking Layout for New Pavement	FA	FA	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
632.1000	Reflector Marker, Type A Delineator (RM-3) (1-100 EA)	100	EA	\$ _____	\$ _____
632.1001	Reflector Marker, Type A Delineator (RM-3) (101-250 EA)	250	EA	\$ _____	\$ _____
645.0100	Traffic Control (Shoulder Closure, per day, Bid Amount Not to Exceed \$6,000) (1-180 WD)	180	WD	\$ _____	\$ _____
645.0200	Traffic Control (Flagging Operation for Contra-flow, per day, Bid Amount Not to Exceed \$9,000) (1-180 WD)	180	WD	\$ _____	\$ _____
645.0300	Traffic Control (Lane Closures, per lane, per day, Bid Amount Not to Exceed \$4,500) (1-180 WD)	180	WD	\$ _____	\$ _____
645.1000	Electronic Message Board (each, per day, Bid Amount Not to Exceed \$2,250) (1-180 WD)	180	WD	\$ _____	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	FA	FA	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
a. Sum of All Items - Area 1					\$ _____
Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.					

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
615.0110	16-Inch Milled Rumble Strip, Centerline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0111	16-Inch Milled Rumble Strip, Centerline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0112	16-Inch Milled Rumble Strip, Centerline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0115	12-Inch Milled Rumble Strip, Edgeline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0116	12-Inch Milled Rumble Strip, Edgeline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0117	12-Inch Milled Rumble Strip, Edgeline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0118	12-Inch Milled Rumble Strip, Edgeline (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.1010	4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1011	4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1012	4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1015	6-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1016	6-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1017	6-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1018	6-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1020	8-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1021	8-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1022	8-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1025	12-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1026	12-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1027	12-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1030	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1031	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1032	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1035	4-Inch Pavement Striping (Profiled Thermoplastic) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1036	4-Inch Pavement Striping (Profiled Thermoplastic) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1037	4-Inch Pavement Striping (Profiled Thermoplastic) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1100	Crosswalk Marking (Thermoplastic Extrusion) (1-50 Lanes)	50	LN	\$	\$
629.1101	Yield Line (Thermoplastic Extrusion) (1-50 Lanes)	50	LN	\$	\$

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1102	Pavement Arrow (Thermoplastic Extrusion) (1-50 EA)	50	EA	\$ _____	\$ _____
629.1104	Pavement Word (Thermoplastic Extrusion) (1-25 EA)	25	EA	\$ _____	\$ _____
629.1106	Pavement Symbol (Thermoplastic Extrusion) (1-50 EA)	50	EA	\$ _____	\$ _____
629.2011	Type C Pavement Markers (1-5,000 EA)	5,000	EA	\$ _____	\$ _____
629.2012	Type C Pavement Markers (5,001-10,000 EA)	10,000	EA	\$ _____	\$ _____
629.2013	Type D Pavement Markers (1-5,000 EA)	5,000	EA	\$ _____	\$ _____
629.2014	Type D Pavement Markers (5,001-10,000 EA)	10,000	EA	\$ _____	\$ _____
629.2015	Type H Pavement Markers (1-250 EA)	250	EA	\$ _____	\$ _____
629.2018	Removing and Disposing Crosswalk Marking (1-50 Lanes)	50	LN	\$ _____	\$ _____
629.2019	Removing and Disposing Yield Line Marking (1-50 Lanes)	50	LN	\$ _____	\$ _____
629.2020	Removing and Disposing Arrows, Words, Symbols (1-125 EA)	125	EA	\$ _____	\$ _____
629.2021	Removing and Disposing of Existing Pavement Striping (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.2022	Removing and Disposing of Existing Pavement Striping (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.2023	Removing and Disposing of Existing Pavement Striping (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.2024	Removing and Disposing of Existing Pavement Striping (100,001-250,000 LF)	250,000	LF	\$	\$
629.2025	Removing and Disposing of Existing Pavement Striping (250,001-500,000 LF)	500,000	LF	\$	\$
629.2027	Removing and Disposing of Temporary Pavement Striping (1,000-25,000 LF)	25,000	LF	\$	\$
629.2028	Removing and Disposing of Temporary Pavement Striping (25,001-50,000 LF)	50,000	LF	\$	\$
629.2029	Removing and Disposing of Temporary Pavement Striping (50,001-100,000 LF)	100,000	LF	\$	\$
629.2030	Removing and Disposing of Temporary Pavement Striping (100,001-250,000 LF)	250,000	LF	\$	\$
629.2031	Removing and Disposing of Temporary Pavement Striping (250,001-500,000 LF)	500,000	LF	\$	\$
629.2033	Removing and Disposing of Existing Pavement Markers (1-10,000 EA)	10,000	EA	\$	\$
629.2034	Removing and Disposing of Existing Pavement Markers (10,001-25,000 EA)	25,000	EA	\$	\$
629.2035	Removing and Disposing of Temporary Pavement Markers (1-10,000 EA)	10,000	EA	\$	\$
629.2036	Removing and Disposing of Temporary Pavement Markers (10,001-25,000 EA)	25,000	EA	\$	\$
629.3000	Pavement Marking Layout for New Pavement	FA	FA	\$ 30,000.00	\$ 30,000.00
632.1000	Reflector Marker, Type A Delineator (RM-3) (1-100 EA)	100	EA	\$	\$
645.0100	Traffic Control (Shoulder Closure, per day, Bid Amount Not to Exceed \$6,000)(1-180 WD)	180	WD	\$	\$

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
645.0200	Traffic Control (Flagging Operation for Contra-flow, per day, Bid Amount Not to Exceed \$9,000) (1-180 WD)	180	WD	\$ _____	\$ _____
645.0300	Traffic Control (Lane Closures, per lane, per day, Bid Amount Not to Exceed \$4,500) (1-180 WD)	180	WD	\$ _____	\$ _____
645.1000	Electronic Message Board (each, per day, Bid Amount Not to Exceed \$2,250) (1-180 WD)	180	WD	\$ _____	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	FA	FA	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
a. Sum of All Items - Area 2					\$ _____
Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.					

PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
615.0110	16-Inch Milled Rumble Strip, Centerline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0111	16-Inch Milled Rumble Strip, Centerline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0112	16-Inch Milled Rumble Strip, Centerline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0113	16-Inch Milled Rumble Strip, Centerline (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
615.0115	12-Inch Milled Rumble Strip, Edgeline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0116	12-Inch Milled Rumble Strip, Edgeline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0117	12-Inch Milled Rumble Strip, Edgeline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0118	12-Inch Milled Rumble Strip, Edgeline (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
615.0119	12-Inch Milled Rumble Strip, Edgeline (250,001-500,000 LF)	500,000	LF	\$ _____	\$ _____
629.1010	4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1011	4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1012	4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1013	4-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.1015	6-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1016	6-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1017	6-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1018	6-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$	\$
629.1019	6-Inch Pavement Striping (Thermoplastic Extrusion) (250,001-500,000 LF)	500,000	LF	\$	\$
629.1020	8-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1021	8-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1022	8-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1023	8-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$	\$
629.1025	12-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1026	12-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1027	12-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1028	12-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$	\$
629.1030	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1031	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$

PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1032	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1033	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$	\$
629.1035	4-Inch Pavement Striping (Profiled Thermoplastic) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1036	4-Inch Pavement Striping (Profiled Thermoplastic) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1037	4-Inch Pavement Striping (Profiled Thermoplastic) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1038	4-Inch Pavement Striping (Profiled Thermoplastic) (100,001-250,000 LF)	250,000	LF	\$	\$
629.1100	Crosswalk Marking (Thermoplastic Extrusion) (1-50 Lanes)	50	LN	\$	\$
629.1101	Yield Line (Thermoplastic Extrusion) (1-50 Lanes)	50	LN	\$	\$
629.1102	Pavement Arrow (Thermoplastic Extrusion) (1-125 EA)	125	EA	\$	\$
629.1104	Pavement Word (Thermoplastic Extrusion) (1-50 EA)	50	EA	\$	\$
629.1106	Pavement Symbol (Thermoplastic Extrusion) (1-125 EA)	125	EA	\$	\$
629.2011	Type C Pavement Markers (1-5,000 EA)	5,000	EA	\$	\$
629.2013	Type D Pavement Markers (1-5,000 EA)	5,000	EA	\$	\$
629.2014	Type D Pavement Markers (5,001-10,000 EA)	10,000	EA	\$	\$

PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.2015	Type H Pavement Markers (1-250 EA)	250	EA	\$ _____	\$ _____
629.2016	Type H Pavement Markers (251-500 EA)	500	EA	\$ _____	\$ _____
629.2018	Removing and Disposing Crosswalk Marking (1-50 Lanes)	50	LN	\$ _____	\$ _____
629.2019	Removing and Disposing Yield Line Marking (1-50 Lanes)	50	LN	\$ _____	\$ _____
629.2020	Removing and Disposing Arrows, Words, Symbols (1-300 EA)	300	EA	\$ _____	\$ _____
629.2021	Removing and Disposing of Existing Pavement Striping (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.2022	Removing and Disposing of Existing Pavement Striping (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.2023	Removing and Disposing of Existing Pavement Striping (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.2024	Removing and Disposing of Existing Pavement Striping (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.2025	Removing and Disposing of Existing Pavement Striping (250,001-500,000 LF)	500,000	LF	\$ _____	\$ _____
629.2026	Removing and Disposing of Existing Pavement Striping (500,001-1,000,000 LF)	1,000,000	LF	\$ _____	\$ _____
629.2027	Removing and Disposing of Temporary Pavement Striping (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.2028	Removing and Disposing of Temporary Pavement Striping (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.2029	Removing and Disposing of Temporary Pavement Striping (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.2030	Removing and Disposing of Temporary Pavement Striping (100,001-250,000 LF)	250,000	LF	\$	\$
629.2031	Removing and Disposing of Temporary Pavement Striping (250,001-500,000 LF)	500,000	LF	\$	\$
629.2032	Removing and Disposing of Temporary Pavement Striping (500,001-1,000,000 LF)	1,000,000	LF	\$	\$
629.2033	Removing and Disposing of Existing Pavement Markers (1-10,000 EA)	10,000	EA	\$	\$
629.2034	Removing and Disposing of Existing Pavement Markers (10,001-25,000 EA)	25,000	EA	\$	\$
629.2035	Removing and Disposing of Temporary Pavement Markers (1-10,000 EA)	10,000	EA	\$	\$
629.2036	Removing and Disposing of Temporary Pavement Markers (10,001-25,000 EA)	25,000	EA	\$	\$
629.3000	Pavement Marking Layout for New Pavement	FA	FA	\$ 30,000.00	\$ 30,000.00
632.1000	Reflector Marker, Type A Delineator (RM-3) (1-100 EA)	100	EA	\$	\$
645.0100	Traffic Control (Shoulder Closure, per day, Bid Amount Not to Exceed \$6,000)(1-180 WD)	180	WD	\$	\$
645.0200	Traffic Control (Flagging Operation for Contra-flow, per day, Bid Amount Not to Exceed \$9,000) (1-180 WD)	180	WD	\$	\$
645.0300	Traffic Control (Lane Closures, per lane, per day, Bid Amount Not to Exceed \$4,500) (1-180 WD)	180	WD	\$	\$
645.1000	Electronic Message Board (each, per day, Bid Amount Not to Exceed \$2,250) (1-180 WD)	180	WD	\$	\$
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	FA	FA	\$ 50,000.00	\$ 50,000.00

P R O P O S A L S C H E D U L E - A R E A 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>a. Sum of All Items - Area 3</p> <p>Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.</p>					<p>\$ _____</p>

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
615.0110	16-Inch Milled Rumble Strip, Centerline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0111	16-Inch Milled Rumble Strip, Centerline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0112	16-Inch Milled Rumble Strip, Centerline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0113	16-Inch Milled Rumble Strip, Centerline (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
615.0115	12-Inch Milled Rumble Strip, Edgeline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0116	12-Inch Milled Rumble Strip, Edgeline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0117	12-Inch Milled Rumble Strip, Edgeline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0118	12-Inch Milled Rumble Strip, Edgeline (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
615.0119	12-Inch Milled Rumble Strip, Edgeline (250,001-500,000 LF)	500,000	LF	\$ _____	\$ _____
629.1010	4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1011	4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1012	4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1013	4-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.1015	6-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1016	6-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1017	6-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1018	6-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.1019	6-Inch Pavement Striping (Thermoplastic Extrusion) (250,001-500,000 LF)	500,000	LF	\$ _____	\$ _____
629.1020	8-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1021	8-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1022	8-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1023	8-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.1025	12-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1026	12-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1027	12-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1028	12-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.1030	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1031	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1032	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1033	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$	\$
629.1035	4-Inch Pavement Striping (Profiled Thermoplastic) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1036	4-Inch Pavement Striping (Profiled Thermoplastic) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1037	4-Inch Pavement Striping (Profiled Thermoplastic) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1038	4-Inch Pavement Striping (Profiled Thermoplastic) (100,001-250,000 LF)	250,000	LF	\$	\$
629.1100	Crosswalk Marking (Thermoplastic Extrusion) (1-150 Lanes)	150	LN	\$	\$
629.1101	Yield Line (Thermoplastic Extrusion) (1-150 Lanes)	150	LN	\$	\$
629.1102	Pavement Arrow (Thermoplastic Extrusion) (1-25 EA)	25	EA	\$	\$
629.1104	Pavement Word (Thermoplastic Extrusion) (1-25 EA)	25	EA	\$	\$
629.1106	Pavement Symbol (Thermoplastic Extrusion) (1-25 EA)	25	EA	\$	\$
629.2011	Type C Pavement Markers (1-5,000 EA)	5,000	EA	\$	\$
629.2012	Type C Pavement Markers (5,001-10,000 EA)	10,000	EA	\$	\$
629.2013	Type D Pavement Markers (1-5,000 EA)	5,000	EA	\$	\$

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.2015	Type H Pavement Markers (1-250 EA)	250	EA	\$ _____	\$ _____
629.2018	Removing and Disposing Crosswalk Marking (1-150 Lanes)	150	LN	\$ _____	\$ _____
629.2019	Removing and Disposing Yield Line Marking (1-150 Lanes)	150	LN	\$ _____	\$ _____
629.2020	Removing and Disposing Arrows, Words, Symbols (1-75 EA)	75	EA	\$ _____	\$ _____
629.2021	Removing and Disposing of Existing Pavement Striping (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.2022	Removing and Disposing of Existing Pavement Striping (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.2023	Removing and Disposing of Existing Pavement Striping (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.2024	Removing and Disposing of Existing Pavement Striping (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.2025	Removing and Disposing of Existing Pavement Striping (250,001-500,000 LF)	500,000	LF	\$ _____	\$ _____
629.2026	Removing and Disposing of Existing Pavement Striping (500,001-1,000,000 LF)	1,000,000	LF	\$ _____	\$ _____
629.2027	Removing and Disposing of Temporary Pavement Striping (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.2028	Removing and Disposing of Temporary Pavement Striping (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.2029	Removing and Disposing of Temporary Pavement Striping (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.2030	Removing and Disposing of Temporary Pavement Striping (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.2031	Removing and Disposing of Temporary Pavement Striping (250,001-500,000 LF)	500,000	LF	\$ _____	\$ _____
629.2032	Removing and Disposing of Temporary Pavement Striping (500,001-1,000,000 LF)	1,000,000	LF	\$ _____	\$ _____
629.2033	Removing and Disposing of Existing Pavement Markers (1-10,000 EA)	10,000	EA	\$ _____	\$ _____
629.2034	Removing and Disposing of Existing Pavement Markers (10,001-25,000 EA)	25,000	EA	\$ _____	\$ _____
629.2035	Removing and Disposing of Temporary Pavement Markers (1-10,000 EA)	10,000	EA	\$ _____	\$ _____
629.2036	Removing and Disposing of Temporary Pavement Markers (10,001-25,000 EA)	25,000	EA	\$ _____	\$ _____
629.3000	Pavement Marking Layout for New Pavement	FA	FA	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
632.1000	Reflector Marker, Type A Delineator (RM-3) (1-100 EA)	100	EA	\$ _____	\$ _____
645.0100	Traffic Control (Shoulder Closure, per day, Bid Amount Not to Exceed \$6,000)(1-180 WD)	180	WD	\$ _____	\$ _____
645.0200	Traffic Control (Flagging Operation for Contra-flow, per day, Bid Amount Not to Exceed \$9,000) (1-180 WD)	180	WD	\$ _____	\$ _____
645.0300	Traffic Control (Lane Closures, per lane, per day, Bid Amount Not to Exceed \$4,500) (1-180 WD)	180	WD	\$ _____	\$ _____
645.1000	Electronic Message Board (each, per day, Bid Amount Not to Exceed \$2,250) (1-180 WD)	180	WD	\$ _____	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	FA	FA	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>

P R O P O S A L S C H E D U L E - A R E A 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
	a. Sum of All Items - Area 4				\$ _____
Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.					

PROPOSAL SCHEDULE - AREA 5

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
615.0110	16-Inch Milled Rumble Strip, Centerline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0111	16-Inch Milled Rumble Strip, Centerline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0112	16-Inch Milled Rumble Strip, Centerline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0115	12-Inch Milled Rumble Strip, Edgeline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0116	12-Inch Milled Rumble Strip, Edgeline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0117	12-Inch Milled Rumble Strip, Edgeline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0118	12-Inch Milled Rumble Strip, Edgeline (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.1010	4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1011	4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1012	4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1015	6-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1016	6-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1017	6-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1018	6-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 5

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1020	8-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1021	8-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1022	8-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1025	12-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1026	12-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1027	12-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1030	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1031	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1032	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1035	4-Inch Pavement Striping (Profiled Thermoplastic) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1036	4-Inch Pavement Striping (Profiled Thermoplastic) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1037	4-Inch Pavement Striping (Profiled Thermoplastic) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1100	Crosswalk Marking (Thermoplastic Extrusion) (1-50 Lanes)	50	LN	\$ _____	\$ _____
629.1101	Yield Line (Thermoplastic Extrusion) (1-50 Lanes)	50	LN	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 5

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1102	Pavement Arrow (Thermoplastic Extrusion) (1-50 EA)	50	EA	\$ _____	\$ _____
629.1104	Pavement Word (Thermoplastic Extrusion) (1-25 EA)	25	EA	\$ _____	\$ _____
629.1106	Pavement Symbol (Thermoplastic Extrusion) (1-50 EA)	50	EA	\$ _____	\$ _____
629.2011	Type C Pavement Markers (1-5,000 EA)	5,000	EA	\$ _____	\$ _____
629.2012	Type C Pavement Markers (5,001-10,000 EA)	10,000	EA	\$ _____	\$ _____
629.2013	Type D Pavement Markers (1-5,000 EA)	5,000	EA	\$ _____	\$ _____
629.2015	Type H Pavement Markers (1-250 EA)	250	EA	\$ _____	\$ _____
629.2016	Type H Pavement Markers (251-500 EA)	500	EA	\$ _____	\$ _____
629.2018	Removing and Disposing Crosswalk Marking (1-50 Lanes)	50	LN	\$ _____	\$ _____
629.2019	Removing and Disposing Yield Line Marking (1-50 Lanes)	50	LN	\$ _____	\$ _____
629.2020	Removing and Disposing Arrows, Words, Symbols (1-125 EA)	125	EA	\$ _____	\$ _____
629.2021	Removing and Disposing of Existing Pavement Striping (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.2022	Removing and Disposing of Existing Pavement Striping (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.2023	Removing and Disposing of Existing Pavement Striping (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 5

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.2024	Removing and Disposing of Existing Pavement Striping (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.2025	Removing and Disposing of Existing Pavement Striping (250,001-500,000 LF)	500,000	LF	\$ _____	\$ _____
629.2027	Removing and Disposing of Temporary Pavement Striping (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.2028	Removing and Disposing of Temporary Pavement Striping (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.2029	Removing and Disposing of Temporary Pavement Striping (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.2030	Removing and Disposing of Temporary Pavement Striping (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.2031	Removing and Disposing of Temporary Pavement Striping (250,001-500,000 LF)	500,000	LF	\$ _____	\$ _____
629.2033	Removing and Disposing of Existing Pavement Markers (1-10,000 EA)	10,000	EA	\$ _____	\$ _____
629.2034	Removing and Disposing of Existing Pavement Markers (10,001-25,000 EA)	25,000	EA	\$ _____	\$ _____
629.2035	Removing and Disposing of Temporary Pavement Markers (1-10,000 EA)	10,000	EA	\$ _____	\$ _____
629.2036	Removing and Disposing of Temporary Pavement Markers (10,001-25,000 EA)	25,000	EA	\$ _____	\$ _____
629.3000	Pavement Marking Layout for New Pavement	FA	FA	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
632.1000	Reflector Marker, Type A Delineator (RM-3) (1-100 EA)	100	EA	\$ _____	\$ _____
645.0100	Traffic Control (Shoulder Closure, per day, Bid Amount Not to Exceed \$6,000)(1-180 WD)	180	WD	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 5

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
645.0200	Traffic Control (Flagging Operation for Contra-flow, per day, Bid Amount Not to Exceed \$9,000) (1-180 WD)	180	WD	\$ _____	\$ _____
645.0300	Traffic Control (Lane Closures, per lane, per day, Bid Amount Not to Exceed \$4,500) (1-180 WD)	180	WD	\$ _____	\$ _____
645.1000	Electronic Message Board (each, per day, Bid Amount Not to Exceed \$2,250) (1-180 WD)	180	WD	\$ _____	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	FA	FA	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
a. Sum of All Items - Area 5					\$ _____
Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.					

PROPOSAL SCHEDULE - AREA 6

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
615.0110	16-Inch Milled Rumble Strip, Centerline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0111	16-Inch Milled Rumble Strip, Centerline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0112	16-Inch Milled Rumble Strip, Centerline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0115	12-Inch Milled Rumble Strip, Edgeline (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
615.0116	12-Inch Milled Rumble Strip, Edgeline (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
615.0117	12-Inch Milled Rumble Strip, Edgeline (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
615.0118	12-Inch Milled Rumble Strip, Edgeline (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.1010	4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1011	4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1012	4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1015	6-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.1016	6-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.1017	6-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.1018	6-Inch Pavement Striping (Thermoplastic Extrusion) (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 6

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1020	8-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1021	8-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1022	8-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1025	12-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1026	12-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1027	12-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1030	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1031	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1032	Double 4-Inch Pavement Striping (Thermoplastic Extrusion) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1035	4-Inch Pavement Striping (Profiled Thermoplastic) (1,000-25,000 LF)	25,000	LF	\$	\$
629.1036	4-Inch Pavement Striping (Profiled Thermoplastic) (25,001-50,000 LF)	50,000	LF	\$	\$
629.1037	4-Inch Pavement Striping (Profiled Thermoplastic) (50,001-100,000 LF)	100,000	LF	\$	\$
629.1100	Crosswalk Marking (Thermoplastic Extrusion) (1-25 Lanes)	25	LN	\$	\$
629.1101	Yield Line (Thermoplastic Extrusion) (1-25 Lanes)	25	LN	\$	\$

PROPOSAL SCHEDULE - AREA 6

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1102	Pavement Arrow (Thermoplastic Extrusion) (1-25 EA)	25	EA	\$ _____	\$ _____
629.1104	Pavement Word (Thermoplastic Extrusion) (1-25 EA)	25	EA	\$ _____	\$ _____
629.1106	Pavement Symbol (Thermoplastic Extrusion) (1-25 EA)	25	EA	\$ _____	\$ _____
629.2011	Type C Pavement Markers (1-5,000 EA)	5,000	EA	\$ _____	\$ _____
629.2013	Type D Pavement Markers (1-5,000 EA)	5,000	EA	\$ _____	\$ _____
629.2015	Type H Pavement Markers (1-250 EA)	250	EA	\$ _____	\$ _____
629.2018	Removing and Disposing Crosswalk Marking (1-25 Lanes)	25	LN	\$ _____	\$ _____
629.2019	Removing and Disposing Yield Line Marking (1-25 Lanes)	25	LN	\$ _____	\$ _____
629.2020	Removing and Disposing Arrows, Words, Symbols (1-75 EA)	75	EA	\$ _____	\$ _____
629.2021	Removing and Disposing of Existing Pavement Striping (1,000-25,000 LF)	25,000	LF	\$ _____	\$ _____
629.2022	Removing and Disposing of Existing Pavement Striping (25,001-50,000 LF)	50,000	LF	\$ _____	\$ _____
629.2023	Removing and Disposing of Existing Pavement Striping (50,001-100,000 LF)	100,000	LF	\$ _____	\$ _____
629.2024	Removing and Disposing of Existing Pavement Striping (100,001-250,000 LF)	250,000	LF	\$ _____	\$ _____
629.2025	Removing and Disposing of Existing Pavement Striping (250,001-500,000 LF)	500,000	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 6

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.2027	Removing and Disposing of Temporary Pavement Striping (1,000-25,000 LF)	25,000	LF	\$	\$
629.2028	Removing and Disposing of Temporary Pavement Striping (25,001-50,000 LF)	50,000	LF	\$	\$
629.2029	Removing and Disposing of Temporary Pavement Striping (50,001-100,000 LF)	100,000	LF	\$	\$
629.2030	Removing and Disposing of Temporary Pavement Striping (100,001-250,000 LF)	250,000	LF	\$	\$
629.2031	Removing and Disposing of Temporary Pavement Striping (250,001-500,000 LF)	500,000	LF	\$	\$
629.2033	Removing and Disposing of Existing Pavement Markers (1-10,000 EA)	10,000	EA	\$	\$
629.2034	Removing and Disposing of Existing Pavement Markers (10,001-25,000 EA)	25,000	EA	\$	\$
629.2035	Removing and Disposing of Temporary Pavement Markers (1-10,000 EA)	10,000	EA	\$	\$
629.2036	Removing and Disposing of Temporary Pavement Markers (10,001-25,000 EA)	25,000	EA	\$	\$
629.3000	Pavement Marking Layout for New Pavement	FA	FA	\$ 30,000.00	\$ 30,000.00
632.1000	Reflector Marker, Type A Delineator (RM-3) (1-100 EA)	100	EA	\$	\$
645.0100	Traffic Control (Shoulder Closure, per day, Bid Amount Not to Exceed \$6,000)(1-180 WD)	180	WD	\$	\$
645.0200	Traffic Control (Flagging Operation for Contra-flow, per day, Bid Amount Not to Exceed \$9,000) (1-180 WD)	180	WD	\$	\$
645.0300	Traffic Control (Lane Closures, per lane, per day, Bid Amount Not to Exceed \$4,500) (1-180 WD)	180	WD	\$	\$

P R O P O S A L S C H E D U L E - A R E A 6

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
645.1000	Electronic Message Board (each, per day, Bid Amount Not to Exceed \$2,250) (1-180 WD)	180	WD	\$ _____	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	FA	FA	\$ 50,000.00	\$ 50,000.00
a. Sum of All Items - Area 6					\$ _____
Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.					

PROPOSAL SCHEDULE - SUMMARY

	ITEM DESCRIPTION			AMOUNT
	SUM OF ALL ITEMS - AREA 1			\$ _____
	SUM OF ALL ITEMS - AREA 2			\$ _____
	SUM OF ALL ITEMS - AREA 3			\$ _____
	SUM OF ALL ITEMS - AREA 4			\$ _____
	SUM OF ALL ITEMS - AREA 5			\$ _____
	SUM OF ALL ITEMS - AREA 6			\$ _____

1 **PROPOSAL SCHEDULE**

2
3 The bidder is directed to Subsection 105.16 – Subcontracts.

4
5 If the bid price for any proposal item having a maximum allowable bid
6 indicated therefore in any of the contract documents is in excess of such a
7 maximum amount, the bid price for such proposal item shall be adjusted to reflect
8 the limitation thereon. The comparison of bids to determine the successful bidder
9 and the amount of contract to be awarded shall be determined after such
10 adjustments are made, and such adjustments shall be binding upon the bidder.

11
12 The "SUM OF ALL ITEMS" will be used to determine the lowest responsible
13 bidder per area.

14
15 Notes:

- 16
17 1. Bid prices are for travel time, mileage and furnishing all labor, tools,
18 traffic controls, all applicable taxes, fees and equipment necessary
19 for all work shown and called for in accordance with the true intent
20 and meaning of the specifications.
21
22 2. Bidder may bid on any or all areas. To be considered, bidder must
23 submit a bid for all items within an area. Separate contracts will be
24 awarded for each area. If a bidder is determined the lowest bidder
25 for multiple areas, one combined contract will be awarded.
26
27 3. Any contract which is awarded shall be an open-ended contract since
28 the exact value of work to be performed during the contract period
29 cannot be determined beforehand. The unit price for each item of
30 work on any particular work order shall be that which corresponds to
31 the quantity of work for that item actually performed for each work
32 order.
33
34 4. The sum of all work and materials required to perform the required
35 repairs are issued on a "single work order." A single work order shall
36 be a work order submitted by the Engineer for work that can be
37 performed by the Contractor without relocating a distance of more
38 than 1 mile between any two adjacent repair locations.
39
40 5. The "Approx. Minimum and Maximum Quantity" on the proposal
41 schedule is for bidding purposes only, and this is no guarantee of the
42 quantity of work that will be issued.
43

44 The bidder is directed to Section 717 – Cullet and Cullet-Made Materials
45 regarding recycling of waste glass.



**Disadvantaged Business Enterprise (DBE)
Contract Goal Verification and Good Faith Efforts (GFE)
Documentation For Construction**

Project #:	County:
DBE Project Goal:	Prime Contractor:

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	
A/B = DBE contract goal	

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.

Project #:	County:
NAICS CODE/DESCRIPTION OF WORK:	SECONDARY NAICS CODE:

*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.

Estimated Beginning Date (Month/Year):	Estimated Completion Date (Month/Year):
-----------------------------------------------	------------------------------------------------

TRUCKING COMPANY:	Item No.	Item Description	Unit	Unit Price / Rate	Amount
				\$	\$
				\$	\$
				\$	\$
	TOTAL COMMITMENT AMOUNT				\$

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.**

DBE NAME:	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
Email:	Date:
Prime Contractor:	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
Email:	Date:
Subcontractor (only if the DBE will be a second tier sub):	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
Email:	Date:

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.

Project #:	County:
NAICS CODE/DESCRIPTION OF WORK:	SECONDARY NAICS CODE:

*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.

Estimated Beginning Date (Month/Year):	Estimated Completion Date (Month/Year):
-----------------------------------------------	------------------------------------------------

SUBCONTRACTOR:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
					\$	\$
					\$	\$
	TOTAL COMMITMENT AMOUNT					\$

MANUFACTURER:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
	TOTAL COMMITMENT AMOUNT					\$

SUPPLIER:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
	TOTAL COMMITMENT AMOUNT					\$

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.**

DBE NAME:	Name/Title (please print):
Address:	Signature:
Phone: Fax:	Date:
Email:	Name/Title (please print):
Prime Contractor:	Signature:
Address:	Date:
Phone: Fax:	Name/Title (please print):
Email:	Signature:
Subcontractor (only if the DBE will be a second tier sub):	Date:
Address:	Name/Title (please print):
Phone: Fax:	Signature:
Email:	Date:

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/manufacturer
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 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 Obligea 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 Obligea, 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 Obligea, 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 Obligea, 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 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 Contract with the Obligee on
_____ for the following project: _____

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

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

[illegible]

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 _____