



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

**SPECIAL PROVISIONS
PROPOSAL, CONTRACT,
BOND AND PLANS**

FOR

**HANA HIGHWAY
EMERGENCY SLOPE REPAIRS**

VICINITY OF WEST KUIAHA ROAD INTERSECTION

PROJECT NO. 36C-01-22M

DISTRICT OF MAKAWAO

ISLAND OF MAUI

FY 2023

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NOTICE TO BIDDERS

(Chapter 103D, HRS)

The receiving of SEALED BIDS for **Hana Highway Emergency Slope Repairs, Vicinity of West Kuiaha Road Intersection**, District of Makawao, Island of Maui, Project No. 36C-01-22M, will begin as advertised on February 16, 2023, in HlePRO. Bidders are to register and submit bids through HlePRO only. See the following HlePRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit bids is March 23, 2023, at 2:00 P.M. Hawaii Standard Time (HST). Bids received after said due date and time shall not be considered.

The scope of work is located on Hana Highway (Route 36), between M.P. 12.38 and M.P. 12.42. The project includes repairing the damaged slope on the makai (ocean) side of the highway resulting from a heavy rain event in March 2021. The slope repair includes excavation and back-filling operations, placement of geosynthetic reinforcement, planting of turf reinforcement, reconstructing the Hot Mix Asphalt (HMA) shoulder, and replacing existing guardrail. The estimated cost of construction is between \$350,000.00 and \$450,000.00.

To be eligible for award, bidders must possess a valid State of Hawaii General Engineering Contractor's "A" license at the time of bidding.

A pre-bid conference is set for February 23, 2023, at 10:00 A.M. HST. 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 conference will be conducted virtually. All questions applicable to the Project Specifications should be submitted to the Project Manager via HlePRO no later than two (2) days prior to the scheduled date of the pre-bid conference. Anything said at the pre-bid conference is for clarification purposes and any changes to the bid documents will be made by addendum and posted in HlePRO.

36C-01-22M
NB-1

02/01/23

Please call Microsoft Teams to join the pre-bid meeting at 1-808-829-4853, Phone Conference ID: 875 062 083#. Persons needing special accommodations for the pre-bid conference due to a disability may contact, Project Manager Larry D. Hail, by phone at (808) 873-3567, facsimile at (808) 873-3544, or email at larry.d.hail@hawaii.gov.

ALL requests for information (RFI) shall be received in writing via HlePRO no less than fourteen (14) calendar days before bid opening. Questions received after the deadline will not be addressed. Verbal requests for information will not receive a response.

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

A 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Section 103-55.6, Hawaii Revised Statutes (HRS), is applicable to this project.

Compliance with Act 192, SLH 2011 is a requirement for this project whereby a minimum of 80% of the bidder's work force on this project must consist of Hawaii residents.

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.

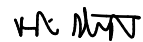
Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid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

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

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 D. Hail at (808) 873-3567, by email at larry.d.hail@hawaii.gov or by mail at 650 Palapala Drive, Kahului, Hawaii 96732.

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

Internet Posting: HlePRO

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.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS

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

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

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

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

8
 9 **101.01 Meaning of Terms.** The specifications are generally written in the
 10 imperative mood. In sentences using the imperative mood, the subject, “the
 11 Contractor shall”, is implied. In the material specifications, the subject may also
 12 be the supplier, fabricator, or manufacturer supplying material, products, or
 13 equipment for use on the project. The word “will” generally pertains to decisions
 14 or actions of the State.

15
 16 When a publication is specified, it refers to the most recent date of issue,
 17 including interim publications, before the bid opening date for the project, unless a
 18 specific date or year of issue is provided.

19
 20 **101.02 Abbreviations.** Meanings of abbreviations used in the specifications,
 21 on the plans, or in other contract documents are as follows:

22

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

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 Health, State of Hawaii
75		
76		
77	DOTAX	Department of Taxation, State of Hawaii
78		
79	EPA	U.S. Environmental Protection Agency
80		
81	FHWA	Federal Highway Administration, U.S. Department of Transportation
82		
83		
84	FSS	Federal Specifications and Standards, General Services Administration, U.S. Department of Defense
85		
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 Industrial Relations, State of Hawaii
92		
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 Highways, FHWA, U.S. Department of Transportation
107		
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, U.S. Department of Labor
120		
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		

135 **101.03 Definitions.** Whenever the following words, terms, or pronouns are
136 used in the contract documents, unless otherwise prescribed therein and without
137 regards to the use or omission of uppercase letters, the intent and meaning shall
138 be interpreted as follows:

139
140 **Addendum (plural - Addenda)** - A written or graphic document, including
141 drawings and specifications, issued by the Director during the bidding period. This
142 document modifies or interprets the bidding documents by additions, deletions,
143 clarifications or corrections.

144
145 **Addition** (to the contract sum) - Amount added to the contract sum by change
146 order.

147
148 **Advertisement** - A public announcement inviting bids for work to be performed or
149 materials to be furnished.

150
151 **Amendment** - A written document issued to amend the existing contract between
152 the State and Contractor and properly executed by the Contractor and Director.

153
154 **Award** - Written notification to the bidder that the bidder has been awarded a
155 contract.

156
157 **Bad Weather Day (or Unworkable Day)** - A day when weather or other conditions
158 prevent a minimum of four hours of work with the Contractor's normal work force
159 on critical path activities at the site.

160
161 **Bag** - 94 pounds of cement.

162
163 **Barrel** - 376 pounds of cement.

164
165 **Base Course** - The layer or layers of specified material or selected material of a
166 designed thickness placed on a subbase or subgrade to support a surface course.

167
168 **Basement Material** - The material in excavation or embankments underlying the
169 lowest layer of subbase, base, pavement, surfacing or other specified layer.

170
171 **Bid** - See Proposal.

172
173 **Bidder** - An individual, partnership, corporation, joint venture or other legal entity
174 submitting, directly or through a duly authorized representative or agent, a
175 proposal for the work or construction contemplated.

176
177 **Bidding Documents (or Solicitation Documents)** - The published solicitation
178 notice, bid requirements, bid forms and the proposed contract documents including
179 all addenda and clarifications issued prior to receipt of the bid.

180

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

185

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

189

190 **Calendar Day** - See Day.

191

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

201

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

203

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

206

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

209

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

215

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

218

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

221

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

229
230 **Contract Item (Pay Item)** - A specific unit of work for which there is a price in the
231 contract.

232
233 **Contract Modification (Modification)** - A change order that is mutually agreed to
234 and signed by the parties to the contract.

235
236 **Contract Price** - The amount designated on the face of the contract for the
237 performance of work.

238
239 **Contract Time (or Contract Duration)** - The number of calendar or working days
240 provided for completion of the contract, inclusive of authorized time extensions.
241 Contract time shall commence on the Start Work Date and end on the Substantial
242 Completion Date. If in lieu of providing a number of calendar or working days, the
243 contract requires completion by a certain date, the work shall be completed by that
244 date.

245
246 **Contracting Officer** - See Engineer.

247
248 **Contractor** - Any individual, partnership, firm, corporation, joint venture, or other
249 legal entity undertaking the execution of the work under the terms of the contract
250 with the State.

251
252 **Critical Path** - Longest logical sequence of activities that must be completed on
253 schedule for the entire project to be completed on schedule.

254
255 **Day** - Any day shown on the calendar, beginning at midnight and proceeding up
256 to, but not including, midnight the following day. If no designation of calendar or
257 working day is made, "day" shall mean calendar day.

258
259 **Department** - The Department of Transportation of the State of Hawaii
260 (abbreviated HDOT).

261
262 **Director** - The Director of the HDOT acting directly or through duly authorized
263 representatives.

264
265 **Plans (or Drawings)** - The contract drawings in graphic or pictorial form including
266 the notes, tables and other notations thereon indicating the design, location,
267 character, dimensions, and details of the work.

268

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

271

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

273

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

280

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

285

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

288

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

293

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

297

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

300

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

303

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

306

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

310

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

313

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

316
317 **Laboratory** - The testing laboratory of the Highways Division or other testing
318 laboratories that may be designated by the Engineer.

319
320 **Laws** - All Federal, State, and local laws, executive orders and regulations having
321 the force of law.

322
323 **Leveling Course** - An aggregate mixture course of variable thickness used to
324 restore horizontal and vertical uniformity to existing pavements or shoulders.

325
326 **Liquidated Damages** - The amount prescribed in Subsection 108.08 - Liquidated
327 Damages for Failure to Complete the Work or Portions of the Work on Time, to be
328 paid to the State or to be deducted from any payments payable to or, which may
329 become payable to the Contractor.

330
331 **Lump Sum (LS)** - When used as a payment method means complete payment
332 for the item of work described in the contract documents.

333
334 **Material** - Any natural or manmade substance or item specified in the contract to
335 be incorporated in the work.

336
337 **Notice to Bidders** - The advertisement for proposals for all work or materials on
338 which bids are required. Such advertisement will indicate the location of the work
339 to be done or the character of the material to be furnished and the time and place
340 for the opening of proposals.

341
342 **Notice to Proceed** - Written notice from the Engineer to the Contractor identifying
343 the date on which the Contractor is to begin procuring materials and required
344 permits and adjusting work forces, equipment, schedules, etc. prior to beginning
345 physical work.

346
347 **Pavement** - The uppermost layer of material placed on the traveled way or
348 shoulders or both. Pavement and surfacing may be interchangeable.

349
350 **Pavement Structure** - The combination of subbase, base, pavement, surfacing or
351 other specified layer of a roadway constructed on a subgrade to support the traffic
352 load.

353
354 **Payment Bond** - The security executed by the Contractor and surety or sureties
355 furnished to the Department to guarantee payment by the Contractor to laborers,
356 material suppliers and subcontractors in accordance with the terms of the contract.

357

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

366
367 **Pre-Final Inspection** - Inspection scheduled when Contractor notifies Engineer
368 that all physical work on the project, with the exception of planting period and plant
369 establishment period, has been completed. Notice from Contractor of substantial
370 completion will suspend contract time until Contractor receives punchlist from
371 Engineer.

372
373 **Profile Grade** - The elevation or gradient of a vertical plane intersecting the top
374 surface of the proposed pavement.

375
376 **Project Acceptance Date** - The calendar day on which the Engineer accepts the
377 project as completed. See Final Completion.

378
379 **Proposal (Bid)** - The executed document submitted by a Bidder in response to a
380 solicitation request, to perform the work required by the proposed contract
381 documents, for the price quoted and within the time allotted.

382
383 **Public Traffic** - Vehicular or pedestrian movement on a public way.

384
385 **Punchlist** - A list compiled by the Engineer specifying work yet to be completed or
386 corrected by the Contractor in order to substantially complete the contract.

387
388 **Questionnaire** - The specified forms on which the bidder shall furnish required
389 information as to its ability to perform and finance the work.

390
391 **Request for Change Proposal** - A written notice from the Engineer to the
392 Contractor requesting that the Contractor provide a price and/or time proposal for
393 contemplated changes preparatory to the issuance of a field order or change order.

394
395 **Right-of-Way** - Land, property, or property interests acquired by a government
396 agency for, or devoted to transportation purposes.

397
398 **Roadbed** - The graded portion of a highway within top and side slopes, prepared
399 as a foundation for the pavement structure and shoulders.

400
401 **Roadside** - The area between the outside edges of the shoulders and the right-of-
402 way boundaries. Unpaved median areas between inside shoulders of divided
403 highways and infield areas of interchanges are included.

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

406
407 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data
408 or information which are specifically prepared or assembled by or for the
409 Contractor and submitted by the Contractor to illustrate some portion of the work.

410
411 **Shoulder** - The portion of the roadway next to the traveled way for:
412 accommodation of stopped vehicles, placement of underground facilities,
413 emergency use, and lateral support of base and surface courses.

414
415 **Sidewalk** - That portion of the roadway primarily constructed for use by
416 pedestrians.

417
418 **Solicitation** - An invitation to bid or request for proposals or any other document
419 issued by the Department to solicit bids or offers to perform a contract. The
420 solicitation may indicate the time and place to receive the bids or offers and the
421 location, nature and character of the work, construction or materials to be provided.

422
423 **Specifications** - Compilation of provisions and requirements to perform
424 prescribed work.

425
426 **(A) Standard Specifications.** Specifications by the State intended for
427 general application and repetitive use.

428
429 **(B) Special Provisions.** Revisions and additions to the standard
430 specifications applicable to an individual project.

431
432 **Standard Plans** - Drawings provided by the State for specific items of work
433 approved for repetitive use.

434
435 **State** - The State of Hawaii, it's Departments and agencies, acting through its
436 authorized representative(s).

437
438 **State Waters** – All waters, fresh, brackish, or salt, around and within the State,
439 including, but not limited to, coastal waters, streams, rivers, drainage ditches,
440 ponds, reservoirs, canals, ground waters, and lakes; provided that drainage
441 ditches, ponds, and reservoirs required as a part of a water pollution control system
442 are excluded.

443
444 **Start Work Date** - Date on which Contractor begins physical work on the contract.
445 This date shall also be the beginning of Contract Time.

446
447 **Structures** - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing,
448 manholes, end walls, buildings, sewers, service pipes, underdrains, foundation
449 drains, and other such features that may be encountered in the work.

450

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

453

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

457

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

462

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

465

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

469

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

473

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

478

479 (3) All required illumination and lighting for normal and safe use and
480 operation is installed and functional in accordance with the contract
481 documents;

482

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

484

485 (5) The need for temporary traffic controls or lane closures at any time
486 has ceased, except for lane closures required for routine
487 maintenance;

488

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

491

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

494

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

497

498 **Surety** - The qualified individual, firm or corporation other than the Contractor,
499 which executes a bond with and for the Contractor to insure its acceptable
500 performance of the contract.

501

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

504

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

507

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

511

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

515

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

519

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

524

525 **Water Pollution** - **(1)** Such contamination or other alteration of the physical,
526 chemical, or biological properties of any state waters, including change in
527 temperature, taste, color, turbidity, or odor of the waters, or **(2)** Such discharge of
528 any liquid, gaseous, solid, radioactive, or other substances into any state waters,
529 as will or is likely to create a nuisance or render such waters unreasonably harmful,
530 detrimental, or injurious to public health, safety, or welfare, including harm,
531 detriment, or injury to public water supplies, fish and aquatic life and wildlife,
532 recreational purposes and agricultural and industrial research and scientific uses
533 of such waters or as will or is likely to violate any water quality standards, effluent
534 standards, treatment and pretreatment standards, or standards of performance for
535 new sources adopted by the Department of Health.

536

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

540

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

543

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.”

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END OF SECTION 101

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

3 **“SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**
4
5

6 **102.01 Prequalification of Bidders.** Prospective bidders shall be capable of
7 performing the work for which they are bidding.
8

9 In accordance with HRS Chapter 103D-310, the Department may require
10 any prospective bidder to submit answers to questions contained in the 'Standard
11 Qualification Questionnaire For Prospective Bidders On Public Works Contracts'
12 furnished by the Department, properly executed and notarized, setting forth a
13 complete statement of the experience of such prospective bidder and its
14 organization in performing similar work and a statement of the equipment
15 proposed to be used, together with adequate proof of the availability of such
16 equipment. Whenever it appears to the Department, from answers to the
17 questionnaire or otherwise, that the prospective bidder is not fully qualified and
18 able to perform the intended work, the Department will, after affording the
19 prospective bidder an opportunity to be heard and if still of the opinion that the
20 bidder is not fully qualified to perform the work, refuse to receive or consider any
21 bid offered by the prospective bidder. All information contained in the answers to
22 the questionnaire shall be kept confidential. Questionnaire so submitted shall be
23 returned to the bidders after serving their purpose.
24

25 No person, firm or corporation may bid where (1) the person, firm, or
26 corporation, or (2) a corporation owned substantially by the person, firm, or
27 corporation, or (3) a substantial stockholder or an officer of the corporation, or (4)
28 a partner or substantial investor in the firm is in arrears in payments owed to the
29 State or its political subdivisions or is in default as a surety or failure to do
30 faithfully and diligently previous contracts with the State.
31

32 **102.02 Contents of Proposal Forms.** The Department will furnish
33 prospective bidders with proposal forms posted in HlePRO stating:
34

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

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

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

54 **102.03 (Unassigned)**
55

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

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

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

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

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

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

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

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

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

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

95
96 Also, the bidder warrants that the bidder has examined the site of the
97 work. From its investigations, the bidder acknowledges satisfaction on:
98

99 (1) The nature and location of the work;

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

101 (3) The difficulties to be encountered; and

102 (4) The kind and amount of equipment and other facilities needed.
103
104
105
106

107 Subsurface information or hydrographic survey data furnished are for the
108 bidders' convenience only. The data and information furnished are the product of
109 the Department's interpretation gathered in investigations made at the specific
110 locations. These conditions may not be typical of conditions at other locations
111 within the project area or that such conditions remain unchanged. Also,
112 conditions found at the time of the subsurface explorations may not be the same
113 conditions when work starts. The bidder shall be solely responsible for
114 assumptions, deductions, or conclusions the bidder may derive from the
115 subsurface information or data furnished.
116

117 If the Engineer determines that the natural conditions differ from that
118 originally anticipated or contemplated by the Contractor in the items of
119 excavation, the State may treat the difference in natural conditions, as falling
120 within the meaning of Subsection 104.02 – Changes.
121

122 **102.06 Preparation of Proposal.** The submittal of its proposal shall be on
123 forms furnished by the Department. The bidder shall specify in words or figures:
124

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

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

127 (3) The lump sum amount; and

128 (4) The total amount of the proposal obtained by adding the amounts
129 of the several items.
130
131
132
133

134 The words and figures shall be in ink or typed. If a discrepancy occurs
135 between the prices written in words and those written in figures, the prices written
136 in words shall govern.
137

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

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

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

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

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

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

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

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

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

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

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

180

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

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

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

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

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

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

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

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

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

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

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

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

231
232 **102.11 Public Opening of Proposals.** Not applicable.

233
234 **102.12 Disqualification of Bidders.** The Department may disqualify a bidder
235 and reject its proposal for the following reasons:

236
237 (1) Submittal of more than one proposal whether under the same or
238 different name.

239
240 (2) Evidence of collusion among bidders. The Department will not
241 recognize participants in collusion as bidders for any future work of the
242 Department until such participants are reinstated as qualified bidders.

243
244 (3) Lack of proposal guaranty.

245
246 (4) Submittal of an unsigned or improperly signed proposal.

247
248 (5) Submittal of a proposal without a listing of subcontractors or
249 containing only a partial or incomplete listing of subcontractors.

250
251 (6) Submittal of an irregular proposal in accordance with Subsection
252 102.07 - Irregular Proposals.

253
254 (7) Evidence of assistance from a person who has been an employee
255 of the agency within the preceding two years and who participated while in
256 State office or employment in the matter with which the contract is directly
257 concerned, pursuant to HRS Chapter 84-15.

258
259 (8) Suspended or debarred in accordance with HRS Chapter 104-25.

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

261
262 (10) Failure to attend the mandatory pre-bid meeting, if applicable.

263
264 **102.13 Material Guaranty.** The successful bidder may be required to furnish
265 a statement of the composition, origin, manufacture of materials, and samples.

266
267 **102.14 Substitution of Materials and Equipment Before Bid Opening.** See
268 Subsection 106.13 for Substitution Of Materials and Equipment After Bid
269 Opening.

270

271 **(A) General.** When brand names of materials or equipment are
272 specified in the contract documents, they are to indicate a quality, style,
273 appearance, or performance and not to limit competition. The bidder shall
274 base its bid on one of the specified brand names unless alternate brands
275 are qualified as equal or better in an addendum. Qualification of such
276 proposed alternate brands shall be submitted via email to the Contact
277 person listed in HlePRO for the solicitation and also post a question in
278 HlePRO under the question/answer tab referencing the email with the
279 request. The request must be posted in HlePRO no later than fourteen
280 (14) calendar days before the bid opening date, not including the bid
281 opening date
282

283 An addendum will be issued to inform all prospective bidders of any
284 accepted substitution in accordance with Subsection 102.17 – Addenda.
285

286 **(B) Statement of Variances.** The statement of variances must list all
287 features of the proposed substitution that differ from the contract
288 documents and must further certify that the substitution has no other
289 variant features. The brochure and information submitted shall be clearly
290 marked showing make, model, size, options, and any other features
291 requested by the Engineer and must include sufficient evidence to
292 evaluate each feature listed as a variance. A request will be denied if
293 submitted without sufficient evidence. If after installing the substituted
294 product, an unlisted variance is discovered, the Contractor shall
295 immediately replace the product with a specified product at no increase in
296 contract price and contract time.
297

298 **(C) Substitution Denial.** Any substitution request not complying with
299 the above requirements will be denied.
300

301 **102.15 Preferences.**

302
303 **(A) Preference for Hawaii Products.** In accordance with ACT 174,
304 SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not
305 apply to solicitations for public works construction. Therefore, the Hawaii
306 Products Preference shall not apply to this project.
307

308 **(B) Preferences for Apprenticeship Programs.** In accordance with
309 ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for
310 bidders that are parties to apprenticeship agreements pursuant to Hawaii
311 Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's
312 price for evaluation purposes. These procedures apply to public works
313 projects with estimated cost of \$250,000 or more and entered into under
314 the provisions of HRS Chapter 103.
315

316 The following provisions apply to this Apprenticeship Program.
317

318 **(1)** Definitions
319

320 **(a)** “Apprenticeable trade”, HRS Section 103-55.6 (c),
321 shall have the same meaning as ‘apprenticeable occupation’
322 pursuant to Hawaii Administrative Rules (HAR) Section 30-1-
323 5.
324

325 **(b)** “Department” means the department of labor and
326 industrial relations.
327

328 **(c)** “Director” means the director of labor and industrial
329 relations.
330

331 **(d)** “Employ” means the employment of a person in an
332 employer-employee relations.
333

334 **(e)** “Governmental body” means as defined in HRS
335 Section 103D-104.
336

337 **(f)** “Party to an apprenticeship agreement” means party
338 to a registered apprenticeship program with the department
339 of labor and industrial relations.
340

341 **(g)** “Preference” means the 5% by which the qualified
342 bidder's offer amount would be decreased for evaluation
343 purposes.
344

345 **(h)** “Public work” shall be as defined in HRS Section 104-
346 2 and HAR Section 12-22-1.
347

348 **(i)** “Registered apprenticeship program” means a
349 construction trade program approved by the department
350 pursuant to HAR Section 12-30-1 and Section 12-30-4.
351

352 **(j)** “Sponsor” means an operator of an apprenticeship
353 program and in whose name the program is approved and
354 registered with the department of labor and industrial
355 relations pursuant to HAR Section 12-30-1.
356

357 **(k)** Offeror – Entity/bidder submitting a proposal to
358 undertake a project.
359

360 **(l)** Procurement Officer – Director of Transportation or
his authorized representative.

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(2) Qualification Procedures

(a) Any bidder seeking the preference must be a party to an apprenticeship agreement registered with the department at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

1. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.

2. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.

3. The bidder is not required to have apprentices in its employ at the time of submittal of an offer to qualify for the preference.

(b) The department shall:

1. Develop and maintain a list of construction trades in registered apprenticeship programs which conform to HRS Chapter 372; and

2. Electronically post the list, including any amendments, on the department website (<http://labor.hawaii.gov>).

(c) Bidder is responsible to comply with all submission requirements for registration of its apprenticeship program before requesting a preference.

(d) Bidder shall provide a certification by the sponsor of the respective registered apprenticeship programs covering the relevant trade(s) for the public works project.

(e) *Certification Form 1* issued by the department shall include:

1. Contractor information;
2. Solicitation reference;
3. Trade(s);

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4. Date and name of apprenticeship program;
5. Signature of authorized training coordinator or training trust fund administrator certifying that the contractor is a participant in the program, and that the program is registered with the department;
6. Contract information for sponsor's authorized representative signing the form;
7. Number of apprentices enrolled in the program, number who successfully completed the apprenticeship program in the past 12 months, including whether the contractor is signatory to a collective bargaining agreement for that trade, or if not, provide for attachment of a copy of the agreement between the contractor and the program.

(3) Solicitation Procedures.

(a) If the NTB indicates that this project is covered by this preference, and the offer is less than \$250,000 this preference will still be applicable in determining the lowest bidder.

(b) A claim for this preference must include the following:

1. Allow bidder seeking to claim the preference to state the trades the bidder will employ to perform the work;
2. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *Certification Form 1* verifying participation in an apprenticeship program registered with the department;
3. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the department's list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and

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4. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. Previous certifications shall not apply unless allowed by the solicitation.

(c) Upon receiving *Certification Form 1*, the procurement officer will verify with the department that the apprenticeship program is on the list of apprenticeship programs registered with the department. If the programs are not confirmed by the department, the bidder will not qualify for the preference.

(4) Evaluation and Contract Award

(a) If the bidder certifies participation in an apprenticeship program for each trade which will be employed by the bidder for the project, the procurement officer shall apply the preference and decrease the bidder's total bid amount by five per cent (5%) for evaluation purposes.

(b) Should the bidder qualify for other statutory preferences (for example, Hawaii products), all applicable preferences shall be applied to the bidder's price.

(c) The contract amount shall be the original offer amount, exclusive of any preference; the preference is only for evaluation purposes.

(d) Any claims challenging a bidder's representation that the bidder is a participant in an apprenticeship program(s) as claimed, shall be submitted to the procurement officer. The procurement officer will refer the challenge to the department of labor and industrial relations who shall investigate any such claims and shall make a determination.

(5) Contract Administration

(a) For the duration of a contract awarded utilizing the apprenticeship preference, the contractor shall certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.

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(b) Monthly certification shall be made on *Monthly Certification Form 2* prepared and made available by the department, be a signed original by the respective apprenticeship program sponsors authorized official, and submitted by the contractor with its monthly payment requests.

(c) Should the contractor fail or refuse to submit its monthly certification forms, or at any time during the construction of the project, cease to be a part to a registered apprenticeship agreement for each apprenticeable trades the contractor employs, or will employ, the contractor will be subject to the following sanctions:

1. Withholding of the requested payment until the required form(s) are submitted;
2. Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the contractor; provided the agency shall be entitled to restitution for nonperformance or liquidated damages claims; or
3. Proceed to debar or suspend pursuant to HRS Section 103D-702.

(d) If events such as “acts of God,” acts of a public enemy, acts of the State or any other governmental body in its sovereign or contractual capacity, fires, floods, epidemics, freight embargoes, unusually severe weather, or strikes or other labor disputes prevent the contractor from submitting the certification forms, the contractor shall not be penalized as provided herein, provided the contractor completely and expeditiously complies with the certification process when the event is over.

This subsection shall not apply when its application will disqualify the State from receiving federal funds or aid.

(C) Preference for Recycled Products. Recycled Products shall not apply to this project.

534 **(D) Evaluation Procedures and Contract Award.** For bid evaluation,
535 the Engineer will evaluate the bids by applying the applicable preferences
536 selected by the bidders according to the contract. The Engineer will base
537 the calculations for adjustments upon the original bid prices offered. If
538 more than one preference applies, the evaluated bid price shall be the
539 sum of the original bid price plus applicable preference adjustments.

540
541 If a bidder has designated use of a Hawaii Product and fails to
542 provide the product, the contract will become void, and no payments will
543 be made.

544
545 The Engineer will award the contract to the responsible bidder
546 submitting the responsive bid with the lowest evaluated bid price. The
547 contract amount of the contract awarded shall be the original bid price
548 offered exclusive of any preference.

549
550 **102.16 Certification for Safety and Health Program for Bids in excess of**
551 **\$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror, by
552 signing and submitting this proposal, certifies that a written safety and health plan
553 for this project will be available and implemented by the notice to proceed date
554 for this project. Details of the requirements of this plan may be obtained from the
555 State Department of Labor and Industrial Relations, Occupational Safety and
556 Health Division (HIOSH).

557
558 **102.17 Addenda.** Addenda issued shall become part of the contract
559 documents. Addenda to the bid documents will be provided to all prospective
560 bidders via HlePRO. Each addendum shall be an addition to the contract
561 documents. The terms and requirements of the bid documents (i.e., drawings,
562 specifications and other bid and contract documents) cannot be changed prior to
563 the bid opening except by a duly issued addendum.”

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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 Department reserves the right to reject proposals, waive technicalities
13 or advertise for new proposals, if the rejection, waiver, or new advertisement favors
14 the Department.
15

16 **103.02 Award of Contract.** The award of contract, if it be awarded, will be
17 made within sixty (60) calendar days after the opening of bids, to the lowest
18 responsible and responsive bidder whose bid meets all the requirements and
19 criteria set forth in the invitation for bids. (Through HlePRO). The successful
20 bidder will be notified by letter mailed to the address shown in its proposal, that
21 its proposal has been accepted, and that it has been awarded the contract.
22

23
24 **(1) Requirement for Award.** To be eligible for award, the
25 apparent low bidder will be contacted to submit copies of the
26 documents listed below to demonstrate compliance with HRS
27 Section 103D-310(c). The documents shall be submitted to the
28 Department within fourteen (14) days after bid opening unless
29 otherwise specified in the invitation for bids or an extension is
30 granted in writing by the Department. If a valid certificate/clearance
31 is not submitted on a timely basis for award of a contract, a bidder
32 otherwise responsive and responsible may not receive the award.
33 See also Subsection 108.03 – Preconstruction Data Submittal.
34

35 The Department may request the bidders to allow the Department
36 to consider the bids for the issuance of an award beyond the sixty (60)
37 calendar day period. Agreement to such an extension must be made by
38 a bidder in writing. Only bidders who have agreed to such an extension
39 will be eligible for the award.
40

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

49
50 FORM A6, TAX CLEARANCE CERTIFICATE, is available at
51 the following website:

52
53 <https://tax.hawaii.gov/>

54
55 To receive DOTAX Forms by fax or mail, phone
56 (808) 587-7572 or 1-800-222-7572.

57
58 The application for the Tax Clearance Certificate is the responsibility
59 of the bidder and must be submitted directly to the DOTAX or IRS. The
60 approved certificate may then be submitted to the Department.

61
62 **(B) DLIR Certificate of Compliance.** Pursuant to HRS Section 103D-
63 310(c), the successful bidder shall be required to submit a copy (faxed
64 copies are acceptable) of its approved certificate of compliance issued by
65 the Hawaii State Department of Labor and Industrial Relations (DLIR) to
66 demonstrate its compliance with unemployment insurance (HRS Chapter
67 383), workers' compensation (HRS Chapter 386), temporary disability
68 insurance (HRS Chapter 392), and prepaid health care (HRS Chapter 393).
69 The certificate is valid for six (6) months from the most recent approval
70 stamp date on the certificate and must be valid on the bid's first legal
71 advertisement date or any date thereafter up to the bid opening date. For
72 certificates which receive a "pending" approval stamp, a DLIR approval
73 stamp is required prior to the issuance of the Notice to Proceed.

74
75 FORM LIR#27, APPLICATION FOR CERTIFICATE OF
76 COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the
77 following website:

78
79 <http://labor.hawaii.gov/>

80
81 More information is available by calling the DLIR Unemployment Insurance
82 Division at (808) 586-8926.

83
84 Inquiries regarding the status of a LIR#27 Form may be made by
85 calling the DLIR Disability Compensation Division at (808) 586-9200.

87 The application for the Certificate of Compliance is the responsibility
88 of the bidder and must be submitted directly to the DLIR. The approved
89 certificate may then be submitted to the Department.
90

91 **(C) DCCA Certificate of Good Standing.** Pursuant to HRS Section
92 103D-310(c), the successful bidder shall be required to submit a copy
93 (faxed copies are acceptable) of its approved Certificate of Good Standing
94 issued by the Hawaii State Department of Commerce and Consumer Affairs
95 (DCCA), Business Registration Division (BREG) to demonstrate that it is
96 either:

97
98 (1) Incorporated or organized under the laws of the State; or
99

100 (2) Registered to do business in the State as a separate branch
101 or division that is capable of fully performing under the contract.
102

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

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

113
114 <http://cca.hawaii.gov/>
115

116 The application for the Certificate of Good Standing is the
117 responsibility of the bidder and must be submitted directly to the DCCA.
118 The approved certificate may then be submitted to the Department.
119

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

125
126 <https://vendors.ehawaii.gov/hce/>
127

128 **103.03 Cancellation of Award.** The Department reserves the right to cancel
129 the award of contracts before the execution of said contract by the parties. There
130 will be no liability to the awardee and to other bidders.
131

132 **103.04 Return of Proposal Guaranty.** The Department will return the proposal
133 guaranties, except those of the three lowest bidders, after the Department checks
134 the proposals. The Department will return the proposal guaranties of the remaining
135 two lowest bidders, not awarded the contract, within five (5) working days following
136 the execution of the contract. The Department will return the successful bidder's
137 proposal guaranty after the successful bidder furnishes a bond and executes the
138 contract.

139
140 **103.05 Requirement of Contract Bond.** At the time of execution of the
141 contract, the successful bidder shall file a good and sufficient performance bond
142 and a payment bond on the forms furnished by the Department conditioned for
143 the full and faithful performance of the contract in accordance with the terms and
144 intent thereof and for the prompt payment to all others for all labor and material
145 furnished by them to the bidder and used in the prosecution of the work provided
146 for in the contract. The bonds shall be of an amount equal to 100 percent of the
147 amount of the contract price and include 5 percent of the contract amount
148 estimated to be required for extra work. The bidder shall limit the acceptable
149 performance and payment bonds to the following:

150
151 (a) Legal tender;

152
153 (b) Surety bond underwritten by a company licensed to issue bonds in
154 the State of Hawaii; or

155
156 (c) A certificate of deposit; share certificate; cashier's check; treasurer's
157 check, teller's check drawn by or a certified check accepted by and payable
158 on demand to the State by a bank savings institution or credit union insured
159 by the Federal Deposit Insurance Corporation (FDIC) or the National Credit
160 Union Administration (NCUA).

161
162 1. The bidder may use these instruments only to a maximum of
163 \$100,000.

164
165 2. If the required security or bond amount totals over \$100,000
166 more than one instrument not exceeding \$100,000 each and issued
167 by different financial institutions shall be acceptable.

168
169 Such bonds shall also by the terms inure to the benefit of any and all
170 persons entitled to file claims for labor done or material furnished in the work so as
171 to give them a right of action as contemplated by HRS Section 103D-324.

172
173 **103.06 Execution of the Contract.** The contract bond and HRS Chapter 104
174 - Compliance Certificate, similar to a copy of the same annexed hereto, shall be
175 executed by the successful bidder and returned within ten (10) days after the
176 award of the contract or within such further time as the Director may allow after the
177 bidder has received the contract for execution.

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

181

182 **103.07 Failure to Execute Contract.** Failure to execute the contract and file
183 acceptable bonds shall be cause for the cancellation of the award in accordance
184 with Subsection 103.06 - Execution of the Contract. Also, the Contractor forfeits
185 the proposal guaranty which becomes the property of the Department. This is not
186 a penalty, but liquidated damages sustained by the State. The Department may
187 then make award to the next lowest responsible and responsive bidder or the
188 Department may readvertise and construct the work under contract.”

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END OF SECTION 103

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submission by the contractor of proper documentation of completed force account work, whether periodic (conforming to the applicable billing cycle) or final. The Engineer shall return any documentation that is defective, to the contractor within fifteen (15) days after receipt, with a statement identifying the defect; or

(B) For change orders with value exceeding \$50,000 by a unilateral determination by the Engineer of the costs attributable to the events or situations with adjustment of profit and fee, all as computed by the Engineer in accordance with applicable sections of HAR Chapters 3-123 and 3-126, and Section 109.05 - Allowances for Overhead and Profit. When a unilateral determination has been made, a unilateral change order shall be issued within ten (10) days. Upon receipt of the unilateral change order, if the contractor does not agree with any of the terms or conditions, or the adjustment or nonadjustment of the contract time or contract price, the contractor shall file a notice of intent to claim within thirty (30) days after the receipt of the written unilateral change order. Failure to file a protest within the time specified shall constitute agreement on the part of the contractor with the terms, conditions, amounts, and adjustment or nonadjustment of the contract time or the contract price set forth in the unilateral change order.

A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of HAR Chapter 3-122, Subchapter 15. A fully executed change order or other document permitting billing for the adjustment in price under any method listed in Subsections 104.06(1) through 104.06(7) shall be issued within ten (10) days after agreement on the method of adjustment."

END OF SECTION 104

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:
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Section No.	Description
312	Contract Item No. 312.0100 under Section 312 – Hot Mix Glassphalt Base Course
401	Contract Item No. 401.0100 under Section 401 – Hot Mix Asphalt Pavement
606	All Contract Items under Section 606 - Guardrail
622	All Contract Items under Section 622 – Roadway and Sign Lighting System
623	All Contract Items under Section 623 - Traffic Signal System
629	All Contract Items under Section 629 - Pavement Markings
630	All Contract Items under Section 630 - Traffic Control Guide Signs
631	All Contract Items under Section 631 - Traffic Control Regulatory, Warning, and Miscellaneous Signs
632	All Contract Items under Section 632 - Markers
645	Contract Item No. 645.0100 under Section 645 – Work Zone Traffic Control”

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

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

END OF SECTION 105

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

2
3 Make the following amendments to said Section:

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

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

17
18 The Certificate of Insurance shall contain: a clause that it is agreed
19 that any insurance maintained by the State of Hawaii will apply in excess
20 of, and not contribute with, insurance provided by this policy; and shall be
21 accompanied by endorsement form CG2010 or equivalent naming the State
22 as an additional insured to the policy which status shall be maintained for
23 the full period of the contract until final acceptance of the 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 its
27 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 agent
35 of such insurance company who is vested with the authority to issue a written
36 policy endorsement. The insurer’s agent shall also submit written
37 confirmation of such authority to bind the insurer. Any delays in the
38 issuance of the Notice to Proceed attributed to the failure to obtain the proof
39 of the State of Hawaii and its officers and employees’ additional insured
40 status shall be charged to the Contractor.

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.
47

48 Certificates shall contain a provision that coverages being certified
49 will not be cancelled or materially changed without giving the Engineer at
50 least thirty (30) days prior written notice. Contractor will immediately
51 provide written notice to the Director should any of the insurance policies
52 evidenced on its Certificate of Insurance form be cancelled, reduced in
53 scope or coverage, or not renewed upon expiration. Should any policy be
54 canceled before final acceptance of the work by the State, and the
55 Contractor fails to immediately procure replacement insurance as
56 specified, the State, in addition to all other remedies it may have for such
57 breach, reserves the right to procure such insurance and deduct the cost
58 thereof from any money due or to become due to the Contractor.
59

60 Nothing contained in these insurance requirements is to be
61 construed as limiting the extent of Contractor's responsibility for payment of
62 damages resulting from its operations under this contract, including the
63 Contractor's obligation to pay liquidated damages, nor shall it affect the
64 Contractor's separate and independent duty to defend, indemnify and hold
65 the State harmless pursuant to other provisions of this contract. In no
66 instance will the State's exercise of an option to occupy and use
67 completed portions of the work relieve the Contractor of its obligation to
68 maintain the required insurance until the date of final acceptance of the
69 work.
70

71 All insurance described herein shall be primary and cover the insured
72 for all work to be performed under the contract, all work performed incidental
73 thereto or directly or indirectly connected therewith, including but not
74 limited to traffic detour work, barricades, warnings, diversions, lane closures,
75 and other work performed outside the work area and all change order work.
76

77 The Contractor shall, from time to time, furnish the Engineer, when
78 requested, satisfactory proof of coverage of each type of insurance
79 required covering the work. Failure to comply with the Engineer's request
80 may result in suspension of the work, and shall be sufficient grounds to
81 withhold future payments due the Contractor and to terminate the contract
82 for Contractor's default.
83

84 **(B) Types of Insurance.** Contractor shall purchase and maintain
85 insurance described below which shall provide coverage against claims
86 arising out of the Contractor's operations under the contract, whether such
87 operations be by the Contractor itself or by any subcontractor or by

88 anyone directly or indirectly employed by any of them or by anyone for
89 whose acts any of them may be liable.

90
91 **(1) Workers' Compensation.** The Contractor shall obtain
92 worker's compensation insurance for all persons whom they employ
93 in carrying out the work under this contract. This insurance shall be
94 in strict conformity with the requirements of the most current and
95 applicable State of Hawaii Worker's Compensation Insurance laws
96 in effect on the date of the execution of this contract and as modified
97 during the duration of the contract.

98
99 **(2) Auto Liability.** The Contractor shall obtain Auto Liability
100 Insurance covering all owned, non-owned and hired autos with a
101 Combined single Limit of not less than \$1,000,000 per occurrence
102 for bodily injury and property damage with the State of Hawaii named
103 as additional insured. Refer to SPECIAL CONDITIONS for any
104 additional requirements.

105
106 **(3) General Liability.** The Contractor shall obtain General
107 Liability insurance with a limit of not less than \$2,000,000 per
108 occurrence and in the Aggregates for each of the following:

- 109
110 **(a)** Products - Completed/Operations Aggregate,
111
112 **(b)** Personal & Advertising Injury, and
113
114 **(c)** Bodily Injury & Property Damage
115

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

121
122 **(4) Builders Risk For All Work.** The Contractor shall take out a
123 policy of builder's risk insurance for the full replacement value of the
124 project work; from a company licensed or otherwise authorized to do
125 business in the State of Hawaii; naming the State as an additional
126 insured under each policy; and covering all work, labor, and materials
127 furnished by such Contractor and all its subcontractors against loss
128 by fire, windstorm, tsunamis, earthquakes, lightning, explosion, other
129 perils covered by the standard Extended Coverage Endorsement,
130 vandalism, and malicious mischief. Refer to SPECIAL CONDITIONS
131 for any additional requirements."
132

133 (II) Add **Section 107.18 Citizen and Residential Labor Force** after line 745
134 to read as follows:

135
136 **“107.18 Citizen and Residential Labor Force.**

137
138 (A) **Citizen Labor.** No person shall be employed as a laborer or
139 mechanic unless such person is a citizen of the United States or eligible to
140 become one; provided that persons without such qualifications may be
141 employed with the approval of the Governor until persons who are citizens
142 and are competent for such services are available for hire.

143
144 (B) **Residential Labor Force.** In accordance with Act 192; SLH 2011,
145 no less than eighty (80) percent of the bidder's labor force working on the
146 contract shall be provided by Hawaii residents. This act applies to all
147 construction procurements under HRS Chapter 103D; however this act
148 does not apply to procurements for professional services under Section
149 103D-304 and small purchases under Section 103D-305. This act is also
150 applicable to any subcontract of \$50,000.00 or more in connection with this
151 contract.

152
153 Resident means a person who is physically present in the State of
154 Hawaii at the time the person claims to have established the person's
155 domicile in the State of Hawaii and shows the person's intent is to make
156 Hawaii the person's primary residence.

157
158 (C) Percentage of workforce shall be determined by dividing the labor
159 hours (including subcontractors) provided by residents working on the
160 project divided by the total number of hours worked by all employees of the
161 contractor in the performance of the contract. Hours worked by employees
162 within shortage trades as determined by the Department of Labor and
163 Industrial Relations shall not be included in the calculation of this
164 percentage.

165
166 (D) Certification of compliance with the forgoing provisions shall be
167 made by the contractor in the form of a written oath submitted to the
168 Procurement Officer on a monthly basis for the duration of the contract.

169
170 (E) Sanctions for noncompliance with these provisions are as follows:

171
172 (1) With respect to the General Contractor, withholding of
173 payment on the contract until the Contractor or its Subcontractor
174 complies with HRS Chapter 103B as amended by Act 192, SLH
175 2011.

176

177 **(2)** Proceedings for debarment or suspension of the Contractor
178 or Subcontractor under Hawaii Revised Statutes § 103D-702.

179
180 This Section shall not apply when its application will disqualify the State
181 from receiving federal funds or aid.”

182
183
184
185
186

END OF SECTION 107

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

2
3 **“SECTION 108 – PROSECUTION AND PROGRESS**

4
5
6 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the
7 Contractor not more thirty (30) calendar days after the contract certification date.
8 The Engineer may suspend the contract before issuing the Notice To Proceed, in
9 which case the Contractor’s remedies are exclusively those set forth in Subsection
10 108.10 – Suspension of Work.

11
12 The Contractor shall be allowed up to fourteen (14) calendar days after the
13 Notice to Proceed to begin physical work. The Start Work Date will be established
14 when this period ends or on the actual day that physical work begins, whichever is
15 first. Charging of Contract Time will begin on the Start Work Date. The Contractor
16 shall notify the Engineer, in writing, at least five (5) working days before beginning
17 physical work.

18
19 In the event that the Contractor fails to start physical work within the time
20 specified, the Engineer may terminate the contract in accordance with Subsection
21 108.11 – Termination of Contract for Cause.

22
23 During the period between the Notice to Proceed and the Start Work Date
24 the Contractor should adjust work forces, equipment, schedules, and procure
25 materials and required permits, prior to beginning physical work.

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

30
31 In the event that the Engineer establishes, in writing, a Start Work Date that
32 is beyond sixty (60) calendar days from the Notice to Proceed date, the Contractor
33 may submit a claim in accordance with, Subsection 107.15 – Disputes and Claims
34 for increased labor and material costs which are directly attributable to the delay
35 beyond the first sixty (60) calendar days after the Notice to Proceed date.

36
37 The Contractor shall notify the Engineer at least twenty-four (24) hours
38 before restarting physical work after a suspension of work pursuant to Subsection
39 108.10 – Suspension of Work.

40
41 Once physical work has begun, the Contractor shall work expeditiously and
42 pursue the work diligently to completion with the contract time. If a portion of the
43 work is to be done in stages, the Contractor shall leave the area safe and usable
44 for the user agency and the public at the end of each stage.

108.03

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

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

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

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

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

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

106
107 **108.05 Contract Time.**

108
109 **(A) Calculation of Contract Time.** When the contract time is on a
110 working day basis, the total contract time allowed for the performance of the
111 work will be the number of working days shown in the contract plus any
112 additional working days authorized in writing as provided hereinafter. The
113 count of elapsed working days to be charged against contract time, will
114 begin from the Start Work Date and will continue consecutively to the date
115 of Substantial Completion. When multiple shifts are used to perform the
116 work, the State will not consider the hours worked over the normal eight (8)
117 working hours per day or night as an additional working day.

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

127
128 **(B) Modifications of Contract Time.** Whenever the Contractor
129 believes that an extension of contract time is justified, the Contractor shall
130 serve written notice on the Engineer not more than five (5) working days
131 after the occurrence of the event that causes a delay or justifies a contract
132 time extension. Contract time may be adjusted for the following reasons or
133 events, but only if and to the extent the critical path has been affected:
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(1) Changes in the Work, Additional Work, and Delays Caused by the State. If the Contractor believes that an extension of time is justified on account of any act or omission by the State, and is not adequately provided for in a field order or change order, it must request the additional time as provided above. At the request of the Engineer, the Contractor must show how the critical path will be affected and must also support the time extension request with schedules, as well as statements from its subcontractors, suppliers, or manufacturers, as necessary. Claims for compensation for any altered or additional work will be determined pursuant to Subsection 104.02 – Changes.

Additional time to perform the extra work will be added to the time allowed in the contract without regard to the date the change directive was issued, even if the contract completion date has passed. A change requiring time issued after contract time has expired will not constitute an excusal or waiver of pre-existing Contractor delay.

(2) Delay for Permits. For delays in the routine application and processing time required to obtain necessary permits, including permits to be obtained from State agencies, the Engineer may grant an extension provided that the permit takes longer than thirty (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 thirty (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:

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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.
 4. State either that the above circumstances have been cleared and normal working conditions restored as of a certain day or that the above circumstances will continue to prevent completion of the project.
- (b) The Contractor shall notify the Engineer in writing when the delay ends. Time extensions will be the exclusive relief granted and no additional compensation will be paid the Contractor for such delays.
- (4) Delays in Delivery of Materials or Equipment.** For delays in delivery of materials or equipment, which occur as a result of unforeseeable causes beyond the control and without fault of the Contractor, its subcontractor(s) or supplier(s), time extensions shall be the exclusive relief granted and no additional compensation will be paid the Contractor on account of such delay. The delay shall not exceed the difference between the originally scheduled delivery date and the actual delivery date. The Contractor may be granted an extension of time provided that it complies with the following procedures:
- (a) The Contractor's written notice to the Engineer must describe the delays and state the effect such delays may have on the critical path.
 - (b) The Contractor, if requested, must submit to the Engineer within five (5) days after a firm delivery date for the material and equipment is established, a written statement regarding the delay. The Contractor must justify the delay as follows:
 1. State specifically all reasons for the delay. Explain in a detailed chronology the effect of the delay on the critical path.

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

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

(5) Delays for Suspension of Work. When the performance of the work is totally suspended for one or more days (calendar or working days, as appropriate) by order of the Engineer in accordance with Subsections 108.10(A)(1), 108.10(A)(2), or 108.10(A)(5) the number of days from the effective date of the Engineer's order to suspend operations to the effective date of the Engineer's order to resume operations shall not be counted as contract time and the contract completion date will be adjusted. During periods of partial suspensions of the work, the Contractor will be granted a time extension only if the partial suspension affects the critical path. If the Contractor believes that an extension of time is justified for a partial suspension of work, it must request the extension in writing at least five (5) working days before the partial suspension will affect the critical operation(s) in progress. The Contractor must show how the critical path was increased based on the status of the work and must also support its claim if requested, with statements from its subcontractors. A suspension of work will not constitute a waiver of pre-existing Contractor delay.

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

(a) Delays within the Contractor's control in performing the work caused by the Contractor, subcontractor, supplier, or any combination thereof.

(b) Delays within the Contractor's control in arrival of materials and equipment caused by the Contractor, subcontractor, supplier, or any combination thereof, in ordering, fabricating, and delivery.

(c) Delays requested for changes which do not affect the critical path.

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

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

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

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

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

287
 288 **108.06 Progress Schedules.**

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

295
 296 Schedule submittals shall be as follows:

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

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

- 312 account for normal inclement weather, unusual soil or other
313 conditions that may influence the progress of the work,
314 schedules, and coordination required by any utility, off or on
315 site fabrications, and other pertinent factors that relate to
316 progress;
- 317
- 318 **(b)** All features listed or not listed in the contract
319 documents that the Contractor considers a controlling factor
320 for the timely completion of the contract work.
- 321
- 322 **(c)** The time span and sequence of the activities or events
323 for each feature, and its interrelationship and
324 interdependencies in time and logic to other features in order
325 to complete the project.
- 326
- 327 **(d)** The total anticipated time necessary to complete work
328 required by the contract.
- 329
- 330 **(e)** A chronological listing of critical intermediate dates or
331 time periods for features or milestones or phases that can
332 affect timely completion of the project.
- 333
- 334 **(f)** Major activities related to the location on the project.
- 335
- 336 **(g)** Non-construction activities, such as submittal and
337 acceptance periods for shop drawings and material,
338 procurement, testing, fabrication, mobilization, and
339 demobilization or order dates of long lead material.
- 340
- 341 **(h)** Set schedule logic for out of sequence activities to
342 retain logic. In addition, open ends shall be non-critical.
- 343
- 344 **(i)** Show target bars for all activities.
- 345
- 346 **(j)** Vertical and horizontal sight lines both major and minor
347 shall be used as well as a separator line between groups.
348 The Engineer will determine frequency and style.
- 349
- 350 **(k)** The file name, print date, revision number, data and
351 project title and number shall be included in the title block.
- 352
- 353 **(l)** Have columns with the appropriate data in them for
354 activity ID, description, original duration, remaining duration,
355 early start, early finish, total float, percent complete,
356 resources. The resource column shall list who is responsible

357 for the work to be done in the activity. These columns shall
358 be to the left of the bar chart.

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

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

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

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

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

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

391
392 **(f)** Latest start and finish dates for critical path activities.

393
394 **(g)** Identify responsible subcontractor, supplier, and others
395 for their respective activity.

396
397 **(h)** No individual activity shall have duration of more than
398 twenty (20) calendar days unless requested and approved by
399 the Engineer.

400
401 **(i)** All activities shall have work breakdown structure
402 codes and activity codes. The activity codes shall have

403 coding that incorporates information for phase, location, who
404 is responsible for doing work and type of operation and
405 activity description.

406
407 (j) Incorporate all physical access and availability
408 restraints.

409
410 **(B) Inspection and Testing.** All schedules shall provide reasonable
411 time and opportunity for the Engineer to inspect and test each work activity.

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

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

439
440 (1) Four (4) sets of the TSLD schedule.

441
442 (2) All the software files and data to re-create the TSLD in a
443 computerized software format as specified by the Engineer.

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

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(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 (5) 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.
- (e) Is an activity designated as such by the Engineer.

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

- (a) Quantity, type, make, and model of equipment.
- (b) The manpower to do the work, specifying worker classification.
- (c) The production rate per eight (8) hour day, or the working hours established by the contract documents needed to meet the time indicated on the schedule. If the production rate is not for eight (8) hours, the number of working hours shall be indicated.

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

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

(E) Contractor's Continuing Schedule Submittal Requirements. After the acceptance of the initial TSLD and when construction starts, the Contractor shall submit four (4) plotted progress schedules, two (2) PERT charts, and reports on all construction activities every two (2) weeks (bi-

108.06

495 weekly). This scheduled bi-weekly submittal shall also include an updated
496 version of the project schedule in a computerized software format as
497 specified by the Engineer. The submittal shall have all the information
498 needed to re-create that time period's TSLD plot and reports. The bi-
499 weekly submittal shall include, but not limited to, an update of activities
500 based on actual durations, all new activities and any changes in duration or
501 start or finish dates of any activity.

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

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

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

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

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

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

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

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

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

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

569
570 The Contractor shall bring to weekly meetings a detailed work schedule
571 showing the next three (3) weeks' work. Number of copies of the detailed work
572 schedule to be submitted will be determined by the Engineer. The three (3) week
573 schedule is in addition to the TSLD and shall in no way be considered as a
574 substitute for the TSLD or vice versa. The three (3) week schedule shall show:

575
576 **(a)** All construction events, traffic control and BMP related activities in
577 such detail that the Engineer will be able to determine at what location and
578 type of work will be done for any day for the next three (3) weeks. This is
579 for the State to use to plan its manpower requirements for that time period.

580
581 **(b)** The duration of all events and delays.

582
583 **(c)** The critical path clearly marked in red or marked in a manner that
584 makes it clearly distinguishable from other paths and is acceptable to the
585 Engineer.

586

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

588

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

591

592 Two (2) days prior to each weekly meeting, the Contractor shall
593 submit a list of outstanding submittals, RFIs and issues that require
594 discussion.

595

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

603

604 When the Contractor fails to reach substantial completion of the work for
605 which liquidated damages are specified, within the time or times fixed in the
606 contract or any extension thereof, in addition to all other remedies for breach that
607 may be available to the State, the Contractor shall pay liquidated damages to the
608 State, in the amount of \$ 5,000.00 per working day.

609

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

614

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

618

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

625

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

628

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

631

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

635
636 (C) **Actual Damages Recoverable If Liquidated Damages Deemed**
637 **Unenforceable.** In the event a court of competent jurisdiction holds that
638 any liquidated damages assessed pursuant to this contract are
639 unenforceable, the State will be entitled to recover its actual damages for
640 Contractor's failure to complete the work, or any designated portion of the
641 work within the time set by the contract.

642
643 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In
644 addition to all other remedies available to the State for Contractor's breach of the
645 terms of the contract, the Engineer will assess the rental fees in the amount of
646 \$500 for every one-to fifteen-minute increment for each roadway lane closed to
647 public use or occupied beyond the time periods authorized in the contract or by the
648 Engineer. The maximum amount assessed per day shall be \$5,000. The State
649 may, at its discretion, deduct the amount from monies due or that may become
650 due under the contract. The rental fee may be waived in whole or part if the
651 Engineer determines that the unauthorized period of lane closure or occupancy
652 was due to factors beyond the control of the Contractor. Equipment breakdown is
653 not a cause to waive liquidated damages.

654
655 **108.10 Suspension of Work.**

656
657 (A) **Suspension of Work.** The Engineer may, by written order, suspend
658 the performance of the work, either in whole or in part, for such periods as
659 the Engineer may deem necessary, for any cause, including but not limited
660 to:

661
662 (1) Weather or soil conditions considered unsuitable for
663 prosecution of the work.

664
665 (2) Whenever a redesign that may affect the work is deemed
666 necessary by the Engineer.

667
668 (3) Unacceptable noise or dust arising from the construction even
669 if it does not violate any law or regulation.

670
671 (4) Failure on the part of the Contractor to:

672
673 (a) Correct conditions unsafe for the general public or for
674 the workers.

675
676 (b) Carry out orders given by the Engineer.

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

679
680 (d) Provide adequate supervision on the jobsite.

681
682 (5) The convenience of the State.

683
684 **(B) Partial and Total Suspension.** Suspension of work on some but
685 not all items of work shall be considered a “partial suspension”.
686 Suspension of work on all items shall be considered “total suspension”.
687 The period of suspension shall be computed from the date set out in the
688 written order for work to cease until the date of the order for work to
689 resume.

690
691 **(C) Reimbursement to Contractor.** In the event that the Contractor is
692 ordered by the Engineer in writing as provided herein to suspend all work
693 under the contract for the reasons specified in Subsections 108.10(A)(2),
694 108.10(A)(3), or 108.10(A)(5) of the “Suspension of Work” paragraph, the
695 Contractor may be reimbursed for actual direct costs incurred on work at
696 the jobsite, as authorized in writing by the Engineer, including costs
697 expended for the protection of the work. An allowance of five (5) percent
698 for indirect categories of delay costs will be paid on any reimbursed direct
699 costs, including extended branch and home-office overhead and delay
700 impact costs. No allowance will be made for anticipated profits. Payment
701 for equipment which is ordered to standby during such suspension of work
702 shall be made as described in Subsection 109.06(H) - Idle and Standby
703 Equipment.

704
705 **(D) Cost Adjustment.** If the performance of all or part of the work is
706 suspended for reasons beyond the control of the Contractor except an
707 adjustment shall be made for any increase in cost of performance of this
708 contract (excluding profit) necessarily caused by such suspension, and the
709 contract modified in writing accordingly.

710
711 However, no adjustment to the contract price shall be made for any
712 suspension, delay, or interruption:

713
714 (1) For weather related conditions.

715
716 (2) To the extent that performance would have been so
717 suspended, delayed, or interrupted by any other cause, including the
718 fault or negligence of the Contractor.

719
720 (3) Or, for which an adjustment is provided for or excluded under
721 any other provision of this Contract.

722

723 **(E) Claims for Adjustment.** Any adjustment in contract price made
 724 shall be determined in accordance with Subsections 104.02 – Changes and
 725 104.06 – Methods of Price Adjustment.
 726

727 Any claims for such compensation shall be filed in writing with the
 728 Engineer within thirty (30) days after the date of the order to resume work or
 729 the claim will not be considered. The claim shall conform to the
 730 requirements of Subsection 107.15(D) – Making of a Claim. The Engineer
 731 will take the claim under consideration, may make such investigations as
 732 are deemed necessary and will be the sole judge as to the equitability of the
 733 claim. The Engineer’s decision will be final.
 734

735 **(F) No Adjustment.** No provision of this clause shall entitle the
 736 Contractor to any adjustments for delays due to failure of its surety, the
 737 cancellation or expiration of any insurance coverage required by the
 738 contract documents, for suspensions made at the request of the Contractor,
 739 for any delay required under the contract, for suspensions, either partial or
 740 whole, made by the Engineer under Subsection 108.10(A)(4) of the
 741 “Suspension of work” paragraph.
 742

743 **108.11 Termination of Contract for Cause.**

744
 745 **(A) Default.** If the Contractor refuses or fails to perform the work, or any
 746 separable part thereof, with such diligence as will assure its completion
 747 within the time specified in this contract, or any extension thereof, or
 748 commits any other material breach of this contract, and further fails within
 749 seven (7) days after receipt of written notice from the Engineer to
 750 commence and continue correction of the refusal or failure with diligence
 751 and promptness, the Engineer may, by written notice to the Contractor,
 752 declare the Contractor in breach and terminate the Contractor’s right to
 753 proceed with the work or the part of the work as to which there has been
 754 delay or other breach of contract. In such event, the State may take over
 755 the work, perform the same to completion, by contract or otherwise, and
 756 may take possession of, and utilize in completing the work, the materials,
 757 appliances, and plants as may be on the site of the work and necessary
 758 therefore. Whether or not the Contractor’s right to proceed with the work is
 759 terminated, the Contractor and the Contractor’s sureties shall be liable for
 760 any damage to the State resulting from the Contractor’s refusal or failure to
 761 complete the work within the specified time.
 762

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

767 **(C) Costs and Charges.** All costs and charges incurred by the State,
 768 together with the cost of completing the work under contract, will be

108.12

769 deducted from any monies due or which would or might have become due
770 to the Contractor had it been allowed to complete the work under the
771 contract. If such expense exceeds the sum which would have been
772 payable under the contract, then the Contractor and the surety shall be
773 liable and shall pay the State the amount of the excess.
774

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

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

790 **108.12 Termination For Convenience.**

791
792 **(A) Terminations.** The Director may, when the interests of the State so
793 require, terminate this contract in whole or in part, for the convenience of
794 the State. The Director will give written notice of the termination to the
795 Contractor specifying the part of the contract terminated and when
796 termination becomes effective.
797

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

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

- 813 (1) Any completed work.
814
- 815 (2) Any partially completed construction, goods, materials, parts,
816 tools, dies, jigs, fixtures, drawings, information, and contract rights
817 (hereinafter called "construction material") that the Contractor has
818 specifically produced or specially acquired for the performance of the
819 terminated part of this contract.
820
- 821 (3) The Contractor shall protect and preserve all property in the
822 possession of the Contractor in which the State has an interest. If
823 the Engineer does not elect to retain any such property, the
824 Contractor shall use its best efforts to sell such property and
825 construction materials for the State's account in accordance with the
826 standards of HRS Chapter 490:2-706.
827
- 828 **(D) Compensation.**
829
- 830 (1) The Contractor shall submit a termination claim specifying the
831 amounts due because of the termination for convenience together
832 with cost or pricing data, submitted to the extent required by HAR
833 Subchapter 15, Chapter 3-122. If the Contractor fails to file a
834 termination claim within one (1) year from the effective date of
835 termination, the Engineer may pay the Contractor, if at all, an amount
836 set in accordance with Subsection 108.12(D)(3).
837
- 838 (2) The Engineer and the Contractor may agree to a settlement
839 provided the Contractor has filed a termination claim supported by
840 cost or pricing data submitted as required and that the settlement
841 does not exceed the total contract price plus settlement costs
842 reduced by payments previously made by the State, the proceeds of
843 any sales of construction, supplies, and construction materials under
844 Subsection 108.12(C)(3), and the proportionate contract price of the
845 work not terminated.
846
- 847 (3) Absent complete agreement, the Engineer will pay the
848 Contractor the following amounts less any payments previously
849 made under the contract:
850
- 851 (a) The cost of all contract work performed prior to the
852 effective date of the notice of termination work plus a five (5)
853 percent markup on the actual direct costs, including amounts
854 paid to subcontractor, less amounts paid or to be paid for
855 completed portions of such work; provided, however, that if it
856 appears that the Contractor would have sustained a loss if the
857 entire contract would have been completed, no markup shall
858 be allowed or included and the amount of compensation shall

859 be reduced to reflect the anticipated rate of loss. No
860 anticipated profit or consequential damage will be due or paid.

861
862 **(b)** Subcontractors shall be paid a markup of ten (10)
863 percent on their direct job costs incurred to the date of
864 termination. No anticipated profit or consequential damage
865 will be due or paid to any subcontractor. These costs must
866 not include payments made to the Contractor for subcontract
867 work during the contract period.

868
869 **(c)** The total sum to be paid the Contractor shall not
870 exceed the total contract price reduced by the amount of any
871 sales of construction supplies, and construction materials.

872
873 **(4)** Cost claimed, agreed to, or established by the State shall be
874 in accordance with HAR Chapter 3-123.

875
876 **108.13 Pre-Final and Final Inspections.**

877
878 **(A) Inspection Requirements.** Before the Engineer undertakes a final
879 inspection of any work, a pre-final inspection must first be conducted. The
880 Contractor shall notify the Engineer that the work has reached substantial
881 completion and is ready for pre-final inspection.

882
883 **(B) Pre-Final Inspection.** Before notifying the Engineer that the work
884 has reached substantial completion, the Contractor shall inspect the project
885 and test all installed items with all of its subcontractors as appropriate. The
886 Contractor shall also submit the following documents as applicable to the
887 work:

- 888
889 **(1)** All written guarantees required by the contract.
890
891 **(2)** Two accepted final field-posted drawings as specified in
892 Section 648 – Field-Posted Drawings;
893
894 **(3)** Complete weekly certified payroll records for the Contractor
895 and Subcontractors.
896
897 **(4)** Certificate of Plumbing and Electrical Inspection.
898
899 **(5)** Certificate of building occupancy as required.
900
901 **(6)** Certificate of Soil and Wood Treatments.
902
903 **(7)** Certificate of Water System Chlorination.
904

905 (8) Certificate of Elevator Inspection, Boiler and Pressure Pipe
906 Inspection.

907
908 (9) Maintenance Service Contract and two (2) copies of a list of
909 all equipment installed.

910
911 (10) Current Tax clearance. The contractor will be required to
912 submit an additional tax clearance certificate when the final payment
913 is made.

914
915 (11) And any other final items and submittals required by the
916 contract documents.

917
918 **(C) Procedure.** When in compliance with the above requirements, the
919 Contractor shall notify the Engineer in writing that the project has reached
920 substantial completion and is ready for pre-final inspection.

921
922 The Engineer will then make a preliminary determination as to
923 whether or not the project is substantially complete and ready for pre-final
924 inspection. The Engineer may, in writing, postpone until after the pre-final
925 inspection the Contractor's submittal of any of the items listed in Subsection
926 108.13(B) – Pre-Final Inspection, herein, if in the Engineer's discretion it is
927 in the interest of the State to do so.

928
929 If, in the opinion of the Engineer, the project is not substantially
930 complete, the Engineer will provide the Contractor a punchlist of specific
931 deficiencies in writing which must be corrected or finished before the work
932 will be ready for a pre-final inspection. The Engineer may add to or
933 otherwise modify this punchlist from time to time. The Contractor shall take
934 immediate action to correct the deficiencies and must repeat all steps
935 described above including written notification that the work is ready for pre-
936 final inspection.

937
938 After the Engineer is satisfied that the project appears substantially
939 complete a final inspection shall be scheduled within ten (10) working days
940 after receipt of the Contractor's latest letter of notification that the project is
941 ready for final inspection.

942
943 If, as a result of the pre-final inspection, the Engineer determines the
944 work is not substantially complete, the Engineer will inform the Contractor in
945 writing as to specific deficiencies which must be corrected before the work
946 will be ready for another pre-final inspection. If the Engineer finds the work
947 is substantially complete but finds deficiencies that must be corrected
948 before the work is ready for final inspection, the Engineer will prepare in
949 writing and deliver to the Contractor a punchlist describing such
950 deficiencies.

951 At any time before final acceptance, the Engineer may revoke the
 952 determination of substantial completion if the Engineer finds that it was not
 953 warranted and will notify the Contractor in writing the reasons therefore
 954 together with a description of the deficiencies negating the declaration.
 955

956 When the date of substantial completion has been determined by the
 957 State, liquidated damages for the failure to complete the punchlist, if due to
 958 the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated
 959 Damages for Failure to Complete the Punchlist.
 960

961 **(D) Punchlist; Clean Up and Final Inspection.** Upon receiving a
 962 punchlist after pre-final inspection, the Contractor shall promptly devote all
 963 required time, labor, equipment, materials and incidentals to correct and
 964 remedy all punchlist deficiencies. The Engineer may add to or otherwise
 965 modify this punchlist until substantial completion of the project.
 966

967 Before final inspection of the work, the Contractor shall clean all
 968 ground occupied by the Contractor in connection with the work of all
 969 rubbish, excess materials temporary structures and equipment, shall
 970 remove all graffiti and defacement of the work and all parts of the work and
 971 the worksite must be left in a neat and presentable condition to the
 972 satisfaction of the Engineer.
 973

974 Final inspection will occur within ten (10) working days after the
 975 Contractor notifies the Engineer in writing that all punchlist deficiencies
 976 remaining after the pre-final inspection have been completed and the
 977 Engineer concurs. If the Engineer determines that deficiencies still remain
 978 at the final inspection, the work will not be accepted and the Engineer will
 979 notify the Contractor, in writing, of the deficiencies which shall be corrected
 980 and the steps above repeated.
 981

982 If the Contractor fails to correct the deficiencies and complete the
 983 work by the established or agreed date, the State may correct the
 984 deficiencies by whatever method it deems appropriate and deduct the cost
 985 from any payments due the Contractor.
 986

987 **108.14 Substantial Completion and Final Acceptance.**

988
 989 **(A) Substantial Completion.** When the Engineer finds that the
 990 Contractor has satisfactorily completed all work for the project in
 991 compliance with the contract, with the exception of the planting period and
 992 the plant establishment period, the Engineer will notify the Contractor, in
 993 writing, of the project's substantial completion, effective as of the date of the
 994 final inspection. The substantial completion date shall determine end of
 995 contract time and relieve contractor of any additional accumulation of
 996 liquidated damages for failure to complete the punchlist.

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(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 (1) 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 (5) 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.

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(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:

- 1089 (1) All written guarantees required by the contract.
1090
1091 (2) Complete and certified weekly payrolls for the Contractor and
1092 its subcontractor's.
1093
1094 (3) Certificate of plumbing and electrical inspection.
1095
1096 (4) Certificate of building occupancy.
1097
1098 (5) Certificate for soil treatment and wood treatment.
1099
1100 (6) Certificate of water system chlorination.
1101
1102 (7) Certificate of elevator inspection, boiler and pressure pipe
1103 installation.
1104
1105 (8) Tax clearance.
1106
1107 (9) All other documents required by the Contract or by law.
1108

1109 **(B) Failure to Meet Closing Requirements.** The Contractor shall meet
1110 the applicable closing requirements within sixty (60) days from the date of
1111 Project Acceptance or the agreed to Punchlist complete date. Should the
1112 Contractor fail to comply with these requirements, the Engineer may
1113 terminate the contract for cause."
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END OF SECTION 108

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(IV) Amend **Subsection 109.11 Final Payment** by revising lines 568 to 576 to read as follows:

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

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

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

(c) Subsection 103D-310(c), HRS. The State reserves the right to verify that compliance is current prior to the issuance of final payment. Contractors are advised that non-compliance status will result in final payment being withheld until compliance is attained.

Sums necessary to meet the claims of any governmental agencies may be withheld from the sums due the Contractor until said claims have been fully and completely discharged or otherwise satisfied.”

END OF SECTION 109

1 **SECTION 203 – EXCAVATION AND EMBANKMENT**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **203.03(C)(2)(a) – Maximum Dry Unit Weight** from line 245 to line
6 255 to read as follows:

7
8 **“(a) Maximum Dry Unit Weight.** Test for maximum dry
9 unit weight according to AASHTO T 180, and apply the
10 correction for fraction larger than 3/4 inch. Use Hawaii Test
11 Method HDOT TM 5 for sample preparation of sensitive soils
12 when so designated by the Engineer.”

13
14 **(II)** Amend **203.04 – Measurement** by revising lines 345 to 366 to read as
15 follows:

16
17 **“203.04 Measurement.**

18
19 **(A)** The Engineer will measure roadway excavation per cubic yard.
20 The Engineer will compute quantities of roadway excavation by average
21 end area method and centerline distances. Curvature correction will not
22 be applied to quantities within roadway prism, as indicated in the contract
23 documents. In computing excavation quantities from outside the roadway
24 prism, where roadway centerline is used as a base, curvature correction
25 will be applied when centerline radius is one thousand (1,000) feet or less.

26
27 When roadway excavation quantities by average end area method
28 cannot be computed due to the nature of a particular operation or changed
29 conditions, the Engineer will determine and use computation method that
30 will produce an accurate quantity estimate.

31
32 **(B)** The Engineer will measure select granular backfill material per
33 cubic yard. The Engineer will compute quantities of backfill material
34 incorporated into the work on a volume basis, using average end area
35 method in place at work site.

36
37 **(III)** Amend **203.05 – Payment** by revising lines 368 to 457 to read as follows:

38
39 **“203.05 Payment.** The Engineer will pay for the accepted pay items listed
40 below at the contract price per pay unit, as shown in the proposal schedule.
41 Payment will be full compensation for the work prescribed in this section and the
42 contract documents.

43
44 The Engineer will pay for each of the following pay items when included in
45 the proposal schedule:

47	Pay Item	Pay Unit
48		
49	(A) Roadway Excavation	Cubic Yard
50		
51	(B) Select Granular Backfill	Cubic Yard
52		

53 The Engineer will pay for accepted quantities of subexcavation, as
54 roadway excavation at the contract unit price per cubic yard, when ordered by
55 the Engineer, for work prescribed in Subsection 203.03(A)(4) – Subexcavation.
56 Payment will be full compensation for the work prescribed therein and in the
57 contract documents.

58
59 The Engineer will not pay for stockpiling selected material, placing
60 selected material in final position, or placing selected material in windrows along
61 tops of roadway slopes for erosion control work, separately and will consider the
62 cost as included in the unit prices for the various excavation contract pay items.
63 The cost is for work prescribed in this section and the contract documents.

64
65 The Engineer will not pay for overhaul separately and will consider the
66 cost as included in the unit prices for the various excavation contract pay items.
67 The cost is for work prescribed in this section and the contract documents.

68
69 The Engineer will not pay for embankment separately and will consider the
70 cost as included in the unit price for roadway excavation. The cost is for work
71 prescribed in this section and the contract documents.”

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75

END OF SECTION 203

1 Amend **Section 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION**
2 **CONTROL** to read as follows:

3
4
5 **“SECTION 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION**
6 **CONTROL**

7
8
9 **209.01 Description.** This section describes the following:

10
11 **(A)** Including detailed plans, diagrams, and written Site-Specific Best
12 Management Practices (BMP); constructing, maintaining, and repairing
13 temporary water pollution, dust, and erosion control measures at the project
14 site, including local material sources, work areas and haul roads; removing
15 and disposing hazardous wastes; control of fugitive dust (defined as
16 uncontrolled emission of solid airborne particulate matter from any source
17 other than combustion); and complying with applicable State and Federal
18 permit conditions.

19
20 **(B)** Work associated with construction stormwater, dewatering, and
21 hydrotesting activities and complying with conditions of the National Pollutant
22 Discharge Elimination System (NPDES) permit(s) authorizing discharges
23 associated with construction stormwater, dewatering, and hydrotesting
24 activities.

25
26 **(C)** Potential pollutant identification and mitigation measures are listed in
27 Appendix A for use in the development of the Contractor’s Site-Specific BMP.

28
29 Requirements of this section also apply to construction support
30 activities including concrete or asphalt batch plants, rock crushing plants,
31 equipment staging yards/areas, material storage areas, excavated material
32 disposal areas, and borrow areas located outside the State Right-of-Way.
33 For areas serving multiple construction projects, or operating beyond the
34 completion of the construction project in which it supports, the Contractor
35 shall be responsible for securing the necessary permits, clearances, and
36 documents, and following the conditions of the permits and clearances, at no
37 cost to the State.

38
39 **209.02 Materials.** Comply with applicable materials described in Chapters 2 and
40 3 of the current HDOT “Construction Best Management Practices Field Manual”. In
41 addition, the materials shall comply with the following:

42
43 **(A) Grass.** Grass shall be a quick growing species such as rye grass,
44 Italian rye grass, or cereal grasses. Grass shall be suitable to the area and
45 provide a temporary cover that will not compete later with permanent cover.
46 Alternative grasses are allowable if acceptable to the Engineer.

47 **(B) Fertilizer and Soil Conditioners.** Fertilizer and soil conditioners shall
48 be a standard commercial grade acceptable to the Engineer. Fertilizer shall
49 conform to Subsection 619.02(H)(1) - Commercial Fertilizer.
50

51 **(C) Hydro-mulching.** Hydro-mulching used as a temporary vegetative
52 stabilization measure shall consist of materials in Subsections 209.02(A) -
53 Grass, and 209.02(B) – Fertilizer and Soil Conditioners. Mulches shall be
54 recycled materials including bagasse, hay, straw, wood cellulose bark, wood
55 chips, or other material acceptable to the Engineer. Mulches shall be clean
56 and free of noxious weeds and deleterious materials. Potable water shall
57 meet the requirements of Subsection 712.01 - Water. Submit alternate
58 sources of irrigation water for the Engineer’s acceptance if deviating from
59 712.01 - Water. Installation and other requirements shall be in accordance
60 with portions of Section 641- Hydro-Mulch Seeding including 641.02(D) - Soil
61 and Mulch Tackifier, 641.03(A) – Seeding, and 641.03(B) - Planting Period.
62 Install non-vegetative controls including mulch or rolled erosion control
63 products while the vegetation is being established. Water and fertilize grass.
64 Apply fertilizer as recommended by the manufacturer. Replace grass the
65 Engineer considers unsuitable or sick. Remove and dispose of trash and
66 debris. Remove invasive species. Mow as needed to prevent site or signage
67 obstructions, fire hazard, or nuisance to the public. Do not remove down
68 stream sediment control measures until the vegetation is uniformly
69 established, including no large bare areas, and provides 70 percent of the
70 density of pre-disturbance vegetation. Temporary vegetative stabilization
71 shall not be used longer than one year.
72

73 **(D) Silt Fences.** Comply with ASTM D6462, Standard Practice for Silt
74 Fence Installation.
75

76 Alternative materials or methods to control, prevent, remove and dispose
77 pollution are allowable if acceptable to the Engineer.
78

79 **209.03 Construction.**
80

81 **(A) Preconstruction Requirements.**
82

83 **(1) Water Pollution, Dust, and Erosion Control Meeting.**
84 Schedule a water pollution, dust, and erosion control meeting with the
85 Engineer after Site-Specific BMP is accepted in writing by the
86 Engineer. Meeting shall be scheduled a minimum of seven (7)
87 calendar days prior to the Start Work Date. Discuss sequence of work,
88 plans and proposals for water pollution, dust, and erosion control.
89

90 **(2) Water Pollution, Dust, and Erosion Control Submittals.**

91 Submit a Site-Specific BMP Plan within twenty (21) calendar days of
92 date of award. Submission of complete and acceptable Site-Specific
93 BMP Plan is the sole responsibility of the Contractor and additional
94 contract time will not be issued for delays due to incompleteness.
95 Include the following:

96
97 **(a)** Written description of activities to minimize water
98 pollution and soil erosion into State waters, drainage or sewer
99 systems. BMP shall include the following:

- 100
101 1. An identification of potential pollutants and their
102 sources.
- 103
104 2. A list of all materials and heavy equipment to be
105 used during construction.
- 106
107 3. Descriptions of the methods and devices used to
108 minimize the discharge of pollutants into State waters,
109 drainage or sewer systems.
- 110
111 4. Details of the procedures used for the
112 maintenance and subsequent removal of any erosion or
113 siltation control devices.
- 114
115 5. Methods of removing and disposing hazardous
116 wastes encountered or generated during construction.
- 117
118 6. Methods of removing and disposing concrete and
119 asphalt pavement cutting slurry, concrete curing water,
120 and hydrodemolition water.
- 121
122 7. Spill Control and Prevention and Emergency Spill
123 Response Plan.
- 124
125 8. Fugitive dust control, including dust from grinding,
126 sweeping, or brooming off operations or combination
127 thereof.
- 128
129 9. Methods of storing and handling of oils, paints
130 and other products used for the project.
- 131
132 10. Material storage and handling areas, and other
133 staging areas.
- 134
135 11. Concrete truck washouts.

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- 12.** Concrete waste control.
- 13.** Fueling and maintenance of vehicles and other equipment.
- 14.** Tracking of sediment offsite from project entries and exits.
- 15.** Litter management.
- 16.** Toilet facilities.
- 17.** Other factors that may cause water pollution, dust and erosion control.

(b) Provide plans indicating location of water pollution, dust and erosion control devices; provide plans and details of BMPs to be installed or utilized; show areas of soil disturbance in cut and fill, indicate areas used for construction staging and storage including items (1) through (17) above, storage of aggregate (indicate type of aggregate), asphalt cold mix, soil or solid waste, equipment and vehicle parking, and show areas where vegetative practices are to be implemented. Indicate intended drainage pattern on plans. Include flow arrows. Include separate drawing for each phase of construction that alters drainage patterns. Indicate approximate date when device will be installed and removed.

(c) Construction schedule.

(d) Name(s) of specific individual(s) designated responsible for water pollution, dust, and erosion controls on the project site. Include home, cellular, and business telephone numbers, fax numbers, and e-mail addresses.

(e) Description of fill material to be used.

(f) For projects with an NPDES Permit for Construction Activities, submit information to address all sections in the Storm Water Pollution Prevention Plan (SWPPP).

(g) For projects with an NPDES Permit, information required for compliance with the conditions of the Notice of General Permit Coverage (NGPC)/NPDES Permit.

181 (h) Site-Specific BMP Review Checklist. The checklist may
182 be downloaded from HDOT’s Stormwater Management
183 website at <http://stormwaterhawaii.com>.
184

185 Date and sign Site-Specific BMP Plan. Keep accepted
186 copy on site or at an accessible location so that it can be made
187 available at the time of an on-site inspection or upon request by
188 the Engineer, HDOT Third-Party Inspector, and/or DOH/EPA
189 Representative. Amendments to the Site-Specific BMP Plan
190 shall be included with original Site-Specific BMP Plan. Modify
191 SWPPP if necessary to conform to revisions. Include date of
192 installation and removal of Site-Specific BMP measures.
193 Obtain written acceptance by the Engineer before
194 implementing revised Site-Specific BMPs in the field.
195

196 Follow the guidelines in the current HDOT “Construction
197 Best Management Practices Field Manual”, in developing,
198 installing, and maintaining Site-Specific BMPs for all projects.
199 For any conflicting requirements between the Manual and
200 applicable bid documents, the applicable bid documents will
201 govern. Should a requirement not be clearly described within
202 the applicable bid documents, notify the Engineer immediately
203 for interpretation. For the purposes of clarification “applicable
204 bid documents” include the construction plans, standard
205 specifications, special provisions, Permits, and the SWPPP
206 when applicable.
207

208 Follow Honolulu’s City and County “Rules for Soil
209 Erosion Standards and Guidelines” for all projects on Oahu.
210 Use respective Soil Erosion Guidelines for Maui, Kauai and
211 Hawaii projects.
212

213 **(B) Construction Requirements.** Do not begin work until submittals
214 detailed in Subsection 209.03(A)(2) - Water Pollution, Dust, and Erosion
215 Control Submittals are completed and accepted in writing by the Engineer.
216

217 Install, maintain, monitor, repair and replace site-specific BMP
218 measures, such as for water pollution, dust and erosion control; installation,
219 monitoring, and operation of hydrotesting activities; removal and disposal of
220 hazardous waste indicated on plans, concrete cutting slurry, concrete curing
221 water; or hydrodemolition water. Site-Specific BMP measures shall be in
222 place, functional and accepted by HDOT personnel prior to initiating any
223 ground disturbing activities.
224

225 If necessary, furnish and install rain gage in a secure location prior to
226 field work including installation of site-specific BMP. Provide rain gage with
227 a tolerance of at least 0.05 inches of rainfall. Install rain gage on project site
228 in an area that will not deter rainfall from entering the gate opening. Do not
229 install in a location where rain water may splash into rain gage. The rain
230 gage installation shall be stable and plumbed. Maintain rain gage and
231 replace rain gage that is stolen, does not function properly or accurately, is
232 worn out, or needs to be relocated. Do not begin field work until rain gage is
233 installed and Site-Specific BMPs are in place. Rain gage data logs shall be
234 readily available. Submit rain gage data logs weekly to the Engineer.

235
236 Address all comments received from the Engineer.

237
238 Modify and resubmit plans and construction schedules to correct
239 conditions that develop during construction which were unforeseen during
240 the design and pre-construction stages.

241
242 Coordinate temporary control provisions with permanent control
243 features throughout the construction and post-construction period.

244
245 Limit maximum surface area of earth material exposed at any time to
246 300,000 square feet. Do not expose or disturb surface area of earth material
247 (including clearing and grubbing) until BMP measures are installed and
248 accepted in writing by the Engineer. Protect temporarily or permanently
249 disturbed soil surface from rainfall impact, runoff and wind before end of the
250 work day.

251
252 Immediately initiate stabilizing exposed soil areas upon completion of
253 earth disturbing activities for areas permanently or temporarily ceased on any
254 portion of the site. Earth-disturbing activities have permanently ceased when
255 clearing and excavation within any area of the construction site that will not
256 include permanent structures has been completed. Earth-disturbing
257 activities have temporarily ceased when clearing, grading, and excavation
258 within any area of the site that will not include permanent structures will not
259 resume for a period of fourteen (14) or more calendar days, but such activities
260 will resume in the future. The term "immediately" is used in this section to
261 define the deadline for initiating stabilization measures. "Immediately" means
262 as soon as practicable, but no later than the end of the next work day,
263 following the day when the earth-disturbing activities have temporarily or
264 permanently ceased.

265
266 For projects with an NPDES Permit for Construction activities:
267

268 (1) For construction areas discharging into waters not impaired for
269 nutrients or sediments, complete initial stabilization within fourteen
270 (14) calendar days after the temporary or permanent cessation of
271 earth-disturbing activities.

272
273 (2) For construction areas discharging into nutrient or sediment
274 impaired waters, complete initial stabilization within seven (7) calendar
275 days after the temporary or permanent cessation of earth-disturbing
276 activities.

277
278 For projects without an NPDES Permit for Construction activities,
279 complete initial stabilization within fourteen (14) calendar days after the
280 temporary or permanent cessation of earth-disturbing activities.

281
282 Any of the following types of activities constitutes initiation of
283 stabilization:

284
285 (1) Prepping the soil for vegetative or non-vegetative stabilization;

286
287 (2) Applying mulch or other non-vegetative product to the exposed
288 area;

289
290 (3) Seeding or planting the exposed area;

291
292 (4) Starting any of the activities in items (1) – (3) above on a portion
293 of the area to be stabilized, but not on the entire area; and

294
295 (5) Finalizing arrangements to have stabilization product fully
296 installed in compliance with the deadline for completing initial
297 stabilization activities.

298
299 Any of the following types of activities constitutes completion of initial
300 stabilization activities:

301
302 (1) For vegetative stabilization, all activities necessary to initially
303 seed or plant the area to be stabilized; and/or

304
305 (2) For non-vegetative stabilization, the installation or application
306 of all such non-vegetative measures.

307
308 If the Contractor is unable to meet the deadlines above due to
309 circumstances beyond the Contractor's control, and the Contractor is using
310 vegetative cover for temporary or permanent stabilization, the Contractor
311 may comply with the following stabilization deadlines instead as agreed to by
312 the Engineer:

313

314 (1) Immediately initiate, and complete within the timeframe shown
315 above, the installation of temporary non-vegetative stabilization
316 measures to prevent erosion;

317
318 (2) Complete all soil conditioning, seeding, watering or irrigation
319 installation, mulching, and other required activities related to the
320 planting and initial establishment of vegetation as soon as conditions
321 or circumstances allow it on the site; and

322
323 (3) Notify and provide documentation to the Engineer the
324 circumstances that prevent the Contractor from meeting the deadlines
325 above for stabilization and the schedule the Contractor will follow for
326 initiating and completing initial stabilization and as agreed to by the
327 Engineer.

328
329 Follow the applicable requirements of the specifications and special
330 provisions including Section 619 Planting and Section 641 Hydro-Mulch
331 Seeding.

332
333 Immediately after seeding or planting the area to be vegetatively
334 stabilized, to the extent necessary to prevent erosion on the seeded or
335 planted area, select, design, and install non-vegetative erosion controls that
336 provide cover (e.g., mulch, rolled erosion control products) to the area while
337 vegetation is becoming established.

338
339 Protect exposed or disturbed surface area with mulches, grass seeds
340 or hydromulch. Spray mulches at a rate of 2,000 pounds per acre. Add
341 tackifier to mix at a rate of 85 pounds per acre. Apply grass seeds at a rate
342 of 125 pounds per acre. For hydromulch, use the ingredients and rates
343 required for mulches and grass seeds. Submit recommendations from a
344 licensed Landscape Architect when deviating from the application rates
345 above.

346
347 Apply fertilizer to mulches, grass seed or hydromulch per
348 manufacturer's recommendations. Submit recommendations from a licensed
349 Landscape Architect when deviating from the manufacturer's
350 recommendations.

351
352 Install velocity dissipation measures when exposing erodible surfaces
353 greater than 15 feet in height.

354
355 BMP measures shall be in place and operational at the end of work
356 day or as required by Section 209.03(B) Construction Requirements.

357

358 Install and maintain either or both stabilized construction entrances
359 and wheel washes to minimize tracking of dirt and mud onto roadways.
360 Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other
361 material tracked onto the road, sidewalk, or other paved area by the end of
362 the same day in which the track-out occurs. Modify stabilized construction
363 entrances to prevent mud from being tracked onto road. Stabilize entire
364 access roads if necessary.

365
366 Chemicals may be used as soil stabilizers for either or both erosion
367 and dust control if acceptable to the Engineer.

368
369 Provide temporary slope drains of rigid or flexible conduits to carry
370 runoff from cuts and embankments. Provide portable flume at the entrance.
371 Shorten or extend temporary slope drains to ensure proper function.

372
373 Protect ditches, channels, and other drainageways leading away from
374 cuts and fills at all times by either:

- 375
376 (1) Hydro-mulching the lower region of embankments in the
377 immediate area.
378
379 (2) Installing check dams and siltation control devices.
380
381 (3) Other methods acceptable to the Engineer.

382
383 Provide for controlled discharge of waters impounded, directed, or
384 controlled by project activities or erosion control measures.

385
386 Cover exposed surface of materials completely with tarpaulin or
387 similar device when transporting aggregate, soil, excavated material or
388 material that may be source of fugitive dust.

389
390 Cleanup and remove any pollutant that can be attributed to the
391 Contractor.

392
393 Install or modify Site-Specific BMP measures due to change in the
394 Contractor's means and methods, or for omitted condition that should have
395 been allowed for in the accepted Site-Specific BMP or a Site-Specific BMP
396 that replaces an accepted Site-Specific BMP that is not satisfactorily
397 performing. Modifications to Site-Specific BMP measures shall be accepted
398 in writing by the Engineer prior to implementation.

399
400 Properly maintain all Site-Specific BMP measures.

401
402 For projects with an NPDES Permit for Construction Activities:
403

404 (1) For construction areas discharging into nutrient or sediment
405 impaired waters, inspect, prepare a written report, and make repairs
406 to BMP measures at the following intervals:

- 407
- 408 (a) Weekly.
 - 409
 - 410 (b) Within twenty four (24) hours of any rainfall of 0.25 inch
411 or greater which occurs in a twenty four (24) hour period.
 - 412
 - 413 (c) When existing erosion control measures are damaged
414 or not operating properly as required by Site-Specific BMP.
 - 415

416 (2) For construction areas discharging to waters not impaired for
417 nutrients or sediments, inspect, prepare a written report, and make
418 repairs to BMP measures at the following intervals:

- 419
- 420 (a) Weekly.
 - 421
 - 422 (b) When existing erosion control measures are damaged
423 or not operating properly as required by Site-Specific BMP.
 - 424

425 For projects without an NPDES Permit for Construction activities,
426 inspect, prepare a written report, and make repairs to BMP measures at the
427 following intervals:

- 428
- 429 (a) Weekly.
 - 430
 - 431 (b) When existing erosion control measures are damaged
432 or not operating properly as required by Site-Specific BMP.
 - 433

434 Temporarily remove, replace or relocate any Site-Specific BMP that
435 must be removed, replaced or relocated due to potential or actual flooding,
436 or potential danger or damage to project or public.

437

438 Maintain records of inspections of Site-Specific BMP work. Keep
439 continuous records for duration of the project. Submit copy of Inspection
440 Report to the Engineer within twenty four (24) hours after each inspection.

441

442 The Contractor's designated representative specified in Subsection
443 209.03(A)(2)(d) shall address any Site-Specific BMP deficiencies brought up
444 by the Engineer immediately, including weekends and holidays, and
445 complete work to fix the deficiencies by the close of the next work day if the
446 problem does not require significant repair or replacement, or if the problem
447 can be corrected through routine maintenance. Address any Site-Specific
448 BMP deficiencies brought up by the State's Third-Party Inspector in the
449 timeframe above or as specified in the Consent Decree or MS4 NPDES

450 Permit, whichever is more stringent. The Consent Decree timeframe
451 requirement applies statewide. The MS4 NPDES Permit only applies to
452 Oahu. In this section, "immediately" means the Contractor shall take all
453 reasonable measures to minimize or prevent discharge of pollutants until a
454 permanent solution is installed and made operational. If a problem is
455 identified at a time in the day in which it is too late to initiate repair, initiation
456 of repair shall begin on the following work day. When installation of a new
457 pollution prevention control or a significant repair is needed, complete
458 installation or repair no later than seven (7) calendar days from the time of
459 notification/Contractor discovery. Notify the Engineer and document why it
460 is infeasible to complete the installation or repair within seven (7) calendar
461 days and complete the work as soon as practicable and as agreed to by the
462 Engineer. Address Site-Specific BMP deficiencies discovered by the
463 Contractor within the timeframe above. The Contractor's failure to
464 satisfactorily address these Site-Specific BMP deficiencies, the Engineer
465 reserves the right to employ outside assistance or use the Engineer's own
466 labor forces to provide necessary corrective measures. The Engineer will
467 charge the Contractor such incurred costs plus any associated project
468 engineering costs. The Engineer will make appropriate deductions from the
469 Contractor's monthly progress estimate. Failure to apply Site-Specific BMP
470 measures may result in one or more of the following: assessment of
471 liquidated damages, suspension, or cancellation of Contract with the
472 Contractor being fully responsible for all additional costs incurred by the
473 State.

474
475 **(C) Discharges of Storm Water Associated with Construction**
476 **Activities.** If work includes disturbance of one acre or more, an NPDES
477 Permit authorizing Discharges of Storm Water Associated with Construction
478 Activity (CWB-NOI Form C) or Individual Permit authorizing storm water
479 discharges associated with construction activity is required from the
480 Department of Health Clean Water Branch (DOH-CWB).

481
482 Do not begin construction activities until all required conditions of the
483 permit are met and submittals detailed in Subsection 209.03(A)(2) – Water
484 Pollution, Dust, and Erosion Control Submittals are completed and accepted
485 in writing by the Engineer.

486
487 **(D) Discharges Associated with Hydrotesting Activities.** If
488 hydrotesting activities require effluent discharge into State waters or drainage
489 systems, an NPDES Hydrotesting Waters Permit (CWB-NOI Form F) or
490 Individual Permit authorizing discharges associated with hydrotesting from
491 DOH-CWB is required from the DOH-CWB.

492
493 Do not begin hydrotesting activities until the DOH-CWB has issued an
494 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).
495 Conduct Hydrotesting operations in accordance with the conditions of the

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permit or NGPC.

(E) Discharges Associated with Dewatering Activities. If dewatering activities require effluent discharge into State waters or drainage systems, an NPDES Dewatering Permit (CWB-NOI Form G) or Individual Permit authorizing discharges associated with dewatering from DOH-CWB is required from the DOH-CWB.

Do not begin dewatering activities until the DOH-CWB has issued an Individual NPDES Permit or Notice of General Permit Coverage (NGPC). Conduct dewatering operations in accordance with the conditions of the permit or NGPC.

(F) Solid Waste. Submit the Solid Waste Disclosure Form for Construction Sites to the Engineer within twenty-one (21) calendar days of date of award. Provide a copy of all the disposal receipts from the facility permitted by the Department of Health to receive solid waste to the Engineer monthly. This should also include documentation from any intermediary facility where solid waste is handled or processed, or as directed by the Engineer.

(G) Construction BMP Training. The Contractor's representative responsible for development of the Site-Specific BMP Plan and implementation of Site-Specific BMPs in the field shall attend the State's Construction Best Management Practices Training. The Contractor shall keep training logs updated and readily available.

209.04 Measurement.

(A) Installation, maintenance, monitoring, and removal of BMP will be paid on a lump sum basis. Measurement for payment will not apply.

(B) The Engineer will only measure additional water pollution, dust and erosion control required and requested by the Engineer on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

209.05 Payment. The Engineer will pay for accepted pay items listed below at contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for work prescribed in this section and contract documents.

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

539	Pay Item	Pay Unit
540		
541	Installation, Maintenance, Monitoring, and Removal of BMP	Lump Sum
542		
543	Additional Water Pollution, Dust, and Erosion Control	Force Account
544		
545	An estimated amount for force account is allocated in proposal schedule	
546	under 'Additional Water Pollution, Dust, and Erosion Control', but actual amount to	
547	be paid will be the sum shown on accepted force account records, whether this sum	
548	be more or less than estimated amount allocated in proposal schedule. The	
549	Engineer will pay for BMP measures requested by the Engineer that are beyond	
550	scope of accepted Site-Specific BMP on a force account basis.	
551		
552	No progress payment will be authorized until the Engineer accepts in writing	
553	Site-Specific BMP or when the Contractor fails to maintain project site in accordance	
554	with accepted BMP.	
555		
556	For all citations or fines received by the Department for non-compliance,	
557	including compliance with NPDES Permit conditions, the Contractor shall reimburse	
558	State within thirty (30) calendar days for full amount of outstanding cost State has	
559	incurred, or the Engineer will deduct cost from progress payment.	
560		
561	The Engineer will assess liquidated damages up to \$27,500 per day for non-	
562	compliance of each BMP requirement and all other requirements in this section.	
563		

564 **Appendix A**

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566 The following list identifies potential pollutant sources and corresponding
567 BMPs used to mitigate the pollutants. Each BMP is referenced to the corresponding
568 section of the current HDOT Construction Best Management Practices Field Manual
569 or appropriate Supplemental Sheets. The Manual may be obtained from the HDOT
570 Statewide Stormwater Management Program Website at
571 <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/> under
572 Construction Best Management Practices Field Manual. Supplemental BMP sheets
573 are located at <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/>
574 under Concrete Curing
575 and Irrigation Water.
576

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<p>Construction debris, green waste, general litter</p>	<ul style="list-style-type: none"> • Separate contaminated clean up materials from construction and demolition (C&D) wastes. • Provide waste containers (e.g., dumpster or trash receptacle) of sufficient size and number to contain construction and domestic wastes. • Inspect construction waste and recycling areas regularly. • Schedule solid waste collection regularly. • Schedule recycling activities based on construction/demolition phases. • Empty waste containers weekly or when they are two-thirds full, whichever is sooner. • Do not allow containers to overflow. Clean up immediately if they do. • On work days, clean up and dispose of waste in designated waste containers. • See Solid Waste Management Section SM-6 for additional requirements. • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. • <i>Collect and dispose of all waste materials in trash dumpsters. Place dumpsters, with secure watertight lids, away from storm water conveyances and drains, in a covered materials storage area.</i> • <i>Dispose of construction and non- construction solid waste in accordance with State DOH regs.</i> • <i>Load removed non- recyclable vegetation directly onto trucks; cover and transport to a licensed facility</i> 	<p>See Solid Waste Management Section SM-6. <i>Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<p>Materials associated with the operation and maintenance of equipment, such as oil, fuel, and hydraulic fluid leakage</p>	<ul style="list-style-type: none"> • Use off-site wash racks, repair and maintenance facilities, and fueling sites when practical. • Designate bermed wash area if cleaning on site is necessary. • Place drip pans or drop cloths under vehicles and equipment to absorb spills or leaks. • Provide an ample supply of readily available spill cleanup materials. • Clean up spills immediately, using dry cleanup methods where possible, and dispose of used materials properly. • Do not clean surfaces or spills by hosing the area down. • Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge. • Inspect on-site vehicles and equipment regularly and immediately repair leaks. • Regularly inspect fueling areas and storage tanks. • Train employees on proper maintenance and spill practices and procedures and fueling and cleanup procedures. • Store diesel fuel, oil, hydraulic fluid, or other petroleum products or other chemicals in water-tight containers and provide cover or secondary containment. • Do not remove original product labels and comply with manufacturer's labels for proper disposal. • Dispose of containers only after all the product has been used. • Dispose of or recycle oil or oily wastes according to Federal, State, and Local requirements. • Store soaps, detergents, or solvents under cover or other means to prevent contact with rainwater. • See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13 and Material Storage and Handling Section SM-2 for additional requirements. 	<p>See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13, and Material Storage and Handling, Section SM-2, and Spill Prevention and Control SM-10.</p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
Soil erosion from the disturbed areas	<ul style="list-style-type: none"> • Provide Soil Stabilization, Slope Protection, Storm Drain Inlet Protection SC-1, Perimeter Controls and Sediment Barriers, Sediment Basins and Detention Ponds, Check Dams SC-3 ,Level Spreader EC-6, Paving Operations SM-20, Construction Roads and Parking Area Stabilization SC-10, Controlling Storm Water Flowing Onto and Through the Project, Post-Construction BMPs, and Non-Structural BMPs (Construction BMP Training SM-1, Scheduling SM-14, Location of Potential Sources of Sediment SM-15, Preservation of Existing Vegetation SM-17). • Delineate, and clearly mark off, with flags, tape, or other similar marking device all natural buffer areas defined in the SWPPP. • Preserve native topsoil where practicable. • In areas where vegetative stabilization will occur, restrict vehicle/equipment use in areas to avoid soil compaction or condition soil to promote vegetative growth. • For Storm Drain Inlet Protection, clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised. • Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same day in which it is found or by the end of the following work day if removal by the same day is not feasible. • Sediment basins shall be designed and maintained in accordance with HAR Chapter 11-55. • Minimize disturbance on steep slopes (Greater than 15% in grade). • If disturbance of steep slopes are unavoidable, phase disturbances and use stabilization techniques designed for steep grades. • For temporary drains and swales use velocity dissipation devices within and at the outlet to minimize erosive flow velocities. 	<p>Soil Stabilization</p> <ol style="list-style-type: none"> 1. SM-22 Topsoil Management 2. EC-12 Seeding and Planting 3. EC-14 Mulching 4. EC-11 Geotextiles and Mats <p>Slope Protection</p> <ol style="list-style-type: none"> 1. EC-12 Seeding and Planting 2. EC-14 Mulching 3. EC-11 Geotextiles and Mats 4. EC-4 Slope Roughening, Terracing, and Rounding 5. EC-7 Slope Drains and Subsurface Drains 6. EC-9 Slope Interceptor or Diversion Ditches/Berms <p>SC-1 Storm Drain Inlet Protection</p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
		<p><i>Perimeter Controls and Sediment Barriers</i></p> <ol style="list-style-type: none"> 1. SC-7 Silt Fence <i>or Filter Fabric Fence</i> 2. SC-2 Vegetated Filter Strips and Buffers 3. SC-6 Compost Filter Berm/Sock 4. SC-8 Sandbag Barrier 5. SC-9 Brush or Rock Filter <p><i>Sediment Basins and Detention Ponds</i></p> <ol style="list-style-type: none"> 1. SC-4 Sediment Trap 2. SC-5 Sediment Basin <p>SC-3 Check Dams</p> <p><i>EC-6 Level Spreader</i> <i>SM-20 Paving Operations</i> <i>SC-10 Construction Roads and Parking Area Stabilization</i></p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
		<p>Controlling Storm Water Flowing onto and Through the Project</p> <ol style="list-style-type: none"> 1. EC-3 Run-On Diversion 2. EC-5 Earth Dike, Swales and Ditches <p>Post Construction BMPs</p> <ol style="list-style-type: none"> 1. EC-2 Flared Culvert End Sections 2. EC-10 Rip-Rap and Gabion Inflow Protection 3. EC-8 Outlet Protection and Velocity Dissipation Devices 4. SM-22 Topsoil Management <p>Non-Structural BMPs</p> <ol style="list-style-type: none"> 1. SM-1 Construction BMP Training 2. SM-14 Scheduling 3. SM-15 Location of Potential Sources of Sediment 4. SM-17 Preservation of Existing Vegetation

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
Sediment from soil stockpiles	<ul style="list-style-type: none"> • Locate stockpiles a minimum of 50 feet or as far as practicable from concentrated runoff or outside of any natural buffers identified on the SWPPP. • Place bagged materials on pallets and under cover. • Provide physical diversion to protect stockpiles from concentrated runoff. • Cover stockpiles with plastic or comparable material when practicable. • Place silt fence, fiber filtration tubes, or straw wattles around stockpiles. • Do not hose down or sweep soil or sediment accumulated on pavement or other impervious surfaces into any storm water conveyance (unless connected to a sediment basin, sediment trap, or similarly effective control), storm drain inlet, or state water. • Unless infeasible, contain and securely protect stockpiles from the wind. • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. See Stockpile Management Section SM-3 for additional requirements. 	See Stockpile Management Section SM-3. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.
Emulsified asphalt or prime/tack coat	<ul style="list-style-type: none"> • Provide training for employees and contractors on proper material delivery and storage practices and procedures. • Restrict paving operations during wet weather to prevent paving materials from being discharged. • Use asphalt emulsions such as prime coat when possible. • Protect drain inlet structures and manholes during application of tack coat, seal coat, slurry seal, and fog seal. • Keep ample supplies of drip pans and absorbent materials on site. • Inspect inlet protection devices. • See Material Storage and Handling Section SM-2 and Paving Operations Section SM-20 for additional requirements. • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. 	See Material Storage and Handling Section SM-2, and Stockpile Management Section SM-3, Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<p>Materials associated with painting, such as paint and paint wash solvent</p>	<ul style="list-style-type: none"> • Hazardous chemicals shall be well-labeled and stored in original containers. • Keep ample supply of cleanup materials on site. • Dispose container only after all of the product has been used. • Remove as much paint from brushes on painted surface. • Rinse from water-based paints shall be discharged into the sanitary sewer system where possible. If not, direct all wastewater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation. • Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies. • Do not dump liquid wastes into the storm drainage system. • Filter and re-use solvents and thinners. • Dispose of oil-based paints and residue as a hazardous waste. • Ensure collection, removal, and disposal of hazardous waste complies with regulations. • Immediately clean up spills and leaks. • Properly store paints, solvents, and epoxy compounds. • Properly store and dispose waste materials generated from painting and structure repair and construction activities. • Mix paints in a covered and contained area, when possible, to minimize adverse impacts from spills. • Do not apply traffic paint or thermoplastic if rain is forecasted. • See Material Storage and Handling Use SM-2, Hazardous Materials and Waste Management Section SM-9, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21 for additional requirements. <p>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</p>	<p>See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, Hazardous Materials and Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<p><i>Industrial chemicals, fertilizers, and/or pesticides</i></p>	<ul style="list-style-type: none"> • <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i> • <i>Keep ample supply of cleanup materials on site.</i> • <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i> • <i>Do not clean surfaces or spills by hosing the area down.</i> • <i>Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge.</i> • <i>Dispose container only after all of the product has been used.</i> • <i>Retain a complete set of safety data sheets (formerly MSDS) on site.</i> • <i>Store industrial chemicals in water-tight containers and provide either cover or secondary containment.</i> • <i>Provide cover when storing fertilizers or pesticides to prevent these chemicals from coming into contact with rainwater.</i> • <i>Restrict amount of pesticide prepared to quantity necessary for the current application.</i> • <i>Do not apply fertilizers or pesticides during or just before a rain event.</i> • <i>Do not apply to stormwater conveyance channels with flowing water.</i> • <i>Comply with fertilizer and pesticide manufacturer's recommended usage and disposal instructions. Document departures from manufacturer's specifications in Attachment J.</i> • <i>Apply fertilizers at the appropriate time of year for the location, and preferably timed to coincide as closely as possible to the period of maximum vegetation uptake and growth.</i> • <i>Follow federal, state, and local laws regarding fertilizer application.</i> • <i>Do not dispose of toxic liquid wastes (solvents, used oils, and paints) or chemicals (additives, acids, and curing compounds) in dumpsters allocated for construction debris.</i> 	<p>See <i>Material Storage and Handling</i> Use Section SM-2, <i>Stockpile Management</i> Section SM-3, and <i>Hazardous Materials and Waste Management</i> Section SM-9, and <i>Spill Prevention and Control</i> SM-10</p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
	<ul style="list-style-type: none"> • Ensure collection, removal, and disposal of hazardous waste complies with regulations. Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler. See Material Storage and Handling Use SM-2, and Hazardous Materials and Waste Management Section SM-9 for additional requirements. 	
<p>Hazardous waste (Batteries, Solvents, Treated Lumber, etc.)</p>	<ul style="list-style-type: none"> • Do not dispose of toxic materials in dumpsters allocated for construction debris. • Ensure collection, removal, and disposal of hazardous waste complies with regulations. • Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler. • Segregate and recycle wastes from vehicle/equipment maintenance activities such as used oil or oil filters, greases, cleaning solutions, antifreeze, automotive batteries, and hydraulic and transmission fluids. • Store waste in sealed containers, which are constructed of suitable materials to prevent leakage and corrosion, and which are labeled in accordance with applicable Resource Conservation and Recovery Act (RCRA) requirements and all other applicable federal, state, and local requirements. • All containers stored outside shall be kept away from surface waters and within appropriately sized secondary containment (e.g., spill berms, decks, spill containment pallets). Provide cover if possible. • Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly. • Do not clean surfaces or spills by hosing the area down. • Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge. 	<p>See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Maintenance SM-12</p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
	<ul style="list-style-type: none"> • Ensure collection, removal, and disposal of hazardous waste complies with manufacturer's recommendations and is in compliance with federal, state, and local requirements. • See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Management, Vehicle and Equipment Maintenance SM-12 for additional requirements. 	
Metals and Building Materials	<ul style="list-style-type: none"> • Inspect construction waste and recycling areas regularly. • Schedule solid waste collection regularly. • If building materials or metals are stored on site (such as rebar or galvanized poles) store under cover under tarps or in containers. • Minimize the amount of material stored on site. • Do not stockpile uncovered metals or other building materials in close proximity to discharge points. • See Solid Waste Management Section SM-6 for additional requirements. 	See Solid Waste Management Section SM-6
Contaminated Soil	<ul style="list-style-type: none"> • See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9 for additional requirements. • At minimum contain contaminated material soil by surrounding with impermeable lined berms or cover exposed contaminated material with plastic sheets. 	See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Fugitive Dust Control and Dust Control Water</i>	<ul style="list-style-type: none"> • Do not over spray water for dust control purposes which will result in runoff from the area. • Apply water as conditions require. • Washing down of debris or dirt into drainage, sewage systems, or State waters is not allowed. • <i>Minimize exposed areas through the schedule of construction activities.</i> • <i>Utilize vegetation, mulching, sprinkling, and stone/gravel layering to quickly stabilize exposed soil.</i> • <i>Direct construction vehicle traffic to stabilized roadways.</i> • <i>Cover dump trucks hauling material from the site with a tarpaulin.</i> <p>See Dust Control Section SM-19 for additional requirements.</p>	See Dust Control Section SM-19
<i>Concrete Truck Wash Water</i>	<ul style="list-style-type: none"> • Disposal of concrete truck wash water via percolation is prohibited. • Wash concrete-coated vehicles or equipment off-site or in the designated wash area. • Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies. • Runoff from the on-site concrete wash area shall be contained in a temporary pit or level bermed area where the concrete can set. • Design the area so that no overflow can occur due to inadequate wash area sizing or precipitation. • The temporary pit shall be lined with plastic to prevent seepage of wash water into the ground. • Allow wash water to evaporate or collect wash water and all concrete debris in a concrete washout system bin. • Do not dump liquid wastes into storm drainage system. • Dispose of liquid and solid concrete wastes in compliance with federal, state, and local standards. • See Waste Management, Concrete <i>Wash and Waste Management</i> Section SM-4 for additional requirements. 	See Waste Management, Concrete <i>Wash and Waste Management</i> Section SM-4

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
Sediment Track-Out	<ul style="list-style-type: none"> • <i>Include Stabilized Construction Entrance at all points that exit onto paved roads.</i> • <i>A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.</i> • <i>The pavement shall not be cleaned by washing down the street.</i> • <i>If sweeping is ineffective or it is necessary to wash the streets, wash water must be contained either by construction of a sump, diverting the water to an acceptable disposal area, or vacuuming the wash water.</i> • <i>Use BMPs for adjacent drainage structures.</i> • <i>Remove sediment tracked onto the street by the end of the day in which the track-out occurs.</i> • <i>Restrict vehicle use to properly designated exit points.</i> • <i>Include additional BMPs that remove sediment prior to exit when minimum dimensions cannot be met.</i> <p><i>See Stabilized Construction Entrance/Exit Section SC-11 for additional requirements.</i></p>	See Stabilized Construction Entrance/Exit Section SC-11
Irrigation Water	<ul style="list-style-type: none"> • <i>Consider irrigation requirements.</i> • <i>Where possible, avoid species which require irrigation.</i> • <i>Design, timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.</i> <p><i>See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation included in SWPPP Attachment A for additional requirements.</i></p>	See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation
Hydrotesting Effluent	<ul style="list-style-type: none"> • <i>If work includes removing, relocation or installing waterlines, and Contractor elects to flush waterline or discharge hydrotesting effluent into State waters or drainage systems, the Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form F application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Hydrotesting Activities if necessary. Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i> 	Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Dewatering Effluent</i>	<i>If excavation or backfilling operations require dewatering, and Contractor elects to discharge dewatering effluent into State waters or existing drainage systems, Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form G application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Dewatering Activities if necessary. See Site Planning and General Practices, Dewatering Operations Section SM-18 for additional requirements.</i>	<i>See Dewatering Operations SM-18. Site specific BMPs will be included in the NOI/NPDES Permit Form G submittal.</i>
<i>Saw-cutting Slurry</i>	<ul style="list-style-type: none"> • <i>Saw cut slurry shall be removed from the site by vacuuming.</i> • <i>Provide storm drain protection during saw cutting. See Paving Operations Section SM-20 for additional requirements.</i> <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i>	<i>See Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, Perimeter sediment controls where applicable</i>
<i>Concrete Curing Water</i>	<ul style="list-style-type: none"> • <i>Avoid overspraying of curing compounds.</i> • <i>Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.</i> <i>See California Stormwater BMP Handbook NS-12 Concrete Curing included in SWPPP Attachment A for additional requirements.</i>	<i>See California Stormwater BMP Handbook NS-12 Concrete Curing</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
Plaster Waste Water	<ul style="list-style-type: none"> • Direct all wastewater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation. • Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies. • Any significant residual materials remaining on the ground after the completion of construction shall be removed and properly disposed. If the residual materials contaminate the soil, then the contaminated soil shall also be removed and properly disposed of. • Plaster waste water shall not be allowed to flow into drainage structures or State waters. See Material, Storage and Handling Use SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9 for additional requirements. 	See Material, Storage and Handling Use Section SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9
Water-Jet Wash Water	<ul style="list-style-type: none"> • For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical. • See Vehicle and Equipment Cleaning Section SM-11 for additional information. • For Water-Jet Wash Water used to clean impervious surfaces, the runoff shall not be allowed to flow into drainage structures or State Waters. 	See Vehicle and Equipment Cleaning Section SM-11
Sanitary/Septic Waste	<ul style="list-style-type: none"> • Locate Sanitary facilities in a convenient place away from drainage facilities. • Position sanitary facilities so they are secure and will not be tipped over or knocked down. • Wastewater shall not be discharged to the ground or buried. • A licensed service provider shall maintain sanitary/septic facilities in good working order. • Schedule regular waste collection by a licensed transporter. • See Sanitary Waste Section SM-7 for additional requirements. 	See Sanitary Waste Section SM-7.

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END OF SECTION 209

1 **SECTION 301 – HOT MIX ASPHALT BASE COURSE**

2
3 Make the following amendments to said Sections:

4
5 **(I)** Amend **Section 301.03(B) Compaction** by revising the second
6 paragraph from lines 84 to 87 to read as follows:

7
8 “Compact mixture immediately upon completion of spreading
9 operations to density of not less than 92.0 percent of maximum theoretical
10 specific gravity in accordance with AASHTO T 209, modified by deletion of
11 Supplemental Procedure for Mixtures Containing Porous Aggregate.”

12
13
14 **(II)** Amend **Section 301.04 Measurement** from lines 98 to 100 to read as
15 follows:

16
17 **“301.04 Measurement.**

18
19 **(A)** HMAB course will be paid on a lump sum basis. Measurement for
20 payment will not apply.

21
22
23 **(III)** Amend **Section 301.05 Payment**, from lines 102 to 111 to read as
24 follows:

25
26 **“301.05 Payment.** The Engineer will pay for the accepted pay items
27 listed below at the contract price per pay unit, as shown in the proposal schedule.
28 Payment will be full compensation for the work prescribed in this section and the
29 contract documents.

30
31 The Engineer will pay for one of the following pay items when included in
32 the proposal schedule:

Pay Item	Pay Unit
(A) Hot Mix Asphalt Base Course	Lump Sum”

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40 **END OF SECTION 301**

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- (1) Blaw-Knox bituminous pavers shall be equipped with the Blaw-Knox Materials Management Kit (MMK).
- (2) Cedarapids bituminous pavers shall be those that were manufactured in 1989 or later.
- (3) Barber-Green/Caterpillar bituminous pavers shall be equipped with deflector plates as identified in the December 2000 Service Magazine entitled "New Asphalt Deflector Kit {6630, 6631, 6640}".

Prior to the start of using the paver for placing plant mix, the Contractor shall submit for approval a full description in writing of the means and methodologies that will be used to prevent bituminous paver segregation. Use of the paver shall not commence prior to receiving approval from the Engineer.

The Contractor shall supply a Certificate of Compliance that verifies that the approved means and methods used to prevent bituminous paver segregation have been implemented on all pavers used on the project and is working in accordance with the manufacturer's requirements."

(VI) Amend Section 401.03(F)(1) HMA Pavement Courses One and a Half Inches Thick Or Greater, from lines 499 to 505 to read as follows:

"(1) HMA Pavement Courses One and a Half Inches Thick Or Greater. Where HMA pavement compacted thickness indicated in the contract documents is 1-1/2 inches or greater, compact to not less than ninety two percent (92.0%) nor greater than ninety seven percent (97.0%) of the maximum specific gravity determined in accordance with AASHTO T 209, modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate."

(VII) Amend Section 401.03(F)(3) HMA Pavement Courses One and a Half Inches Thick or Greater In Special Areas Not Designated For Vehicular Traffic, from lines 530 to 538 to read as follows:

"(3) HMA Pavement Courses One and a Half Inches Thick or Greater In Special Areas Not Designated For Vehicular Traffic.

92 For areas such as bikeways that are not part of roadway and other
93 areas not subjected to vehicular traffic, compact to not less than
94 ninety percent (90.0%) of maximum specific gravity determined in
95 accordance with AASHTO T 209, modified by deletion of
96 Supplemental Procedure for Mixtures Containing Porous
97 Aggregate. Increase asphalt content by at least one-half percent
98 (0.5%) above that used for HMA pavements designed for vehicular
99 traffic.”

100
101
102 **(VIII) Amend Section 401.04 Measurement**, from lines 597 to 603 to read as
103 follows:

104
105 **“401.04 Measurement.**

106
107 **(A)** Asphalt concrete pavement will be paid on a lump sum basis.
108 Measurement for payment will not apply.

109
110
111 **(IX) Amend Section 401.05 Payment**, from lines 605 to 635, to read as
112 follows:

113
114 **“401.05 Payment.** The Engineer will pay for the accepted pay items
115 listed below at the contract price per pay unit, as shown in the proposal schedule.
116 Payment will be full compensation for the work prescribed in this section and the
117 contract documents.

118
119 The Engineer will pay for each of the following pay items when included in
120 the proposal schedule:

Pay Item	Pay Unit
(A) HMA Pavement, Mix No. IV	Lump Sum

121
122
123
124
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126
127
128 **END OF SECTION 401**

SECTION 629 - PAVEMENT MARKINGS

Make the following amendments to said Section:

(I) Amend **Subsection 629.03(B) – Temporary Pavement Markings** by revising the third paragraph from line 62 to 63 to read:

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

(II) Amend **Table 629.03 – 1 – Temporary Pavement Markings** to read as follows:

“TABLE 629.03-1 TEMPORARY PAVEMENT MARKINGS	
TYPE	PAVEMENT MARKINGS
Passing Permitted - Both Sides	Single 4-inch yellow stripe 5 feet in length spaced 20 feet on center with Type D markers spaced 40 feet on center and located on center of 5-foot length of stripe.
Passing Prohibited - Both Sides	Double solid 4-inch yellow stripes with Type D markers placed 20 feet on center on one of 4-inch yellow stripes selected by the Engineer.
Passing Permitted - One Side Only	Single continuous 4-inch yellow stripe with Type D markers placed on stripe 20 feet on center on no-passing side and single 4-inch yellow stripes 5 feet in length spaced 20 feet on center on passing side.
Lane Lines - Lane Changing Permitted	Single 4-inch yellow or white stripe 5 feet in length spaced 20 feet on center with Type C or Type D markers spaced 40 feet on center.
Lane Lines - Lane Changing Prohibited	Double solid 4-inch white stripes with Type C markers placed 20 feet on center on one of the 4-inch white stripes selected by the Engineer.
Crosswalk	Two 12-inch white transverse lines spaced 8 feet on center or as ordered by the Engineer.
Stop Line	Single 12-inch white transverse line.
Note: Paint may be used for temporary markings in areas where final paving is not complete.”	

(III) Amend **629.04 – Measurement** by revising lines 292 to 294 to read as follows:

19 **“629.04 Measurement.**

20

21 (A) The Engineer will measure thermoplastic and preformed pavement
22 marking tape per linear foot in accordance with the contract
23 documents. The longitudinal pavement markings will be measured per
24 linear foot as a single stripe for the width specified in the contract and
25 in the proposal. The Engineer will include the longitudinal gaps for skip
26 striping, up to thirty (30) feet long, in the measurement.

27

28 The Contractor shall consider the work required for the removal of
29 pavement markings incidental to the various contract items, except as
30 provided in the proposal or elsewhere in the contract. If the contract
31 stipulates that the Engineer will make payment for the removal of
32 pavement markings, the Engineer will measure the removal of
33 pavement markings.

34

35 (B) The Engineer will measure the pavement markers per each for the
36 types shown in the proposal.

37

38 The Engineer will not measure the pavement markers when
39 contracted on a lump sum basis.

40

41 (IV) Amend **629.05 – Payment** by revising lines 296 to 330 to read as follows:

42

43 **“629.05 Payment.**

44

45 (A) The Engineer will pay for thermoplastic and preformed pavement
46 marking tape at the contract price per linear foot or on a lump sum
47 basis according to the contract, complete in place, including primers.

48

49 The contract unit price paid shall be full compensation for furnishing
50 labors, materials, tools, equipment and incidentals and for doing the
51 work involved in furnishing and installing pavement markings complete
52 in place according to the contract.

53

54 (B) The Engineer will pay for the various types of pavement markers at
55 the contract price per each or on a lump sum basis according to the
56 contract, complete in place, including adhesives.

57

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

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Pay Item	Pay Unit
4-Inch White Shoulder Striping (Thermoplastic)	Linear Foot
Type C Reflective Pavement Marker	Each

END OF SECTION 629

1 **Amend Section 641 – HYDRO-MULCH SEEDING to read as follows:**

2
3 **“SECTION 641 – TURF REINFORCEMENT MATTING**

4
5 **641.01 Description.** This section describes furnishing and installing turf
6 reinforcement matting on a prepared surface.

7
8 **641.02 Materials.**

9
10 North American Green C350 or approved equal.

11
12 **641.03 Construction.** The roadway slope face surface should be properly
13 graded, compacted, and prepared per the recommendations in the Geotechnical
14 Engineering Exploration Report (Geolabs; August 12, 2022). Materials such as
15 rocks and vegetation that would interfere with the turf reinforcement matting
16 installation should be removed. The turf reinforcement matting should be placed
17 in accordance with the manufacturer’s recommendations and supervision. The
18 installation of anchor trenches should be performed to anchor the ends of the
19 matting. The anchor trenches should be properly backfilled and compacted to
20 ninety percent (90%) relative compaction at a moisture content above the
21 optimum moisture content. The turf reinforcement matting may be anchored at
22 the overlaps by metal staples. Wood anchors, such as pegs or stakes of any
23 kind, which extend above the ground surface should not be allowed.

24
25 **641.04 Measurement.** The Engineer will measure turf reinforcement matting
26 per square foot in accordance with the contract documents.

27
28 **641.05 Payment.** The Engineer will pay for the accepted pay item listed
29 below at the contract unit price per pay unit, as shown in the proposal schedule.
30 Payment will be full compensation for the work prescribed in this section and the
31 contract documents.

32
33 The Engineer will pay for the following pay item when included in the
34 proposal schedule:

Pay Item	Pay Unit
Turf Reinforcement Matting	Square Foot”

35
36
37
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39
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41
42 **END OF SECTION 641**

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.

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

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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
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27 **END OF SECTION 755**
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29

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

**PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

PROJECT: HANA HIGHWAY
EMERGENCY SLOPE REPAIRS
VICINITY OF WEST KUIAHA ROAD INTERSECTION
DISTRICT OF MAKAWAO
ISLAND OF MAUI

PROJECT NO.: 36C-01-22M

COMPLETION TIME: 120 Working days from the Start Work Date
from the Department.

DESIGN PROJECT MANAGER:

NAME: Larry D. Hail
ADDRESS: 650 Palapala Drive, Kahului, HI 96732
PHONE NO.: 808-873-3567
EMAIL: larry.d.hail@hawaii.gov
FAX NO. 808-873-3544

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.

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 103D-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. 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, the Notice to Bidders, the Special Provisions, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ _____
(Fill in other acceptable security.)

The undersigned bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as bidder has listed the name of each person or firm, who will be engaged by the bidder on the project as Joint Contractor or Subcontractor and the nature of work to be done by each. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

	<u>Name of Subcontractor</u>	<u>Nature and Scope of Work</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____

	<u>Name of Joint contractor</u>	<u>Nature and Scope of Work</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

("None" or if left blank indicates no Subcontractor or Joint Contractor; if more space is needed, attach additional sheets.)

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

By _____
Authorized Signature

Title

Business Address

Email Address

Date

Contact Person (If different from above.)

Phone Number and Email Address

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.

PREFERENCES

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII PRODUCTS PREFERENCE

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

B. APPRENTICESHIP PROGRAMS PREFERENCE

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

() Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
201.0100	Clearing and Grubbing	500	SY	\$ _____	\$ _____
203.0100	Roadway Excavation	70	CY	\$ _____	\$ _____
203.0200	Select Granular Backfill	480	CY	\$ _____	\$ _____
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	LS	LS	LS	\$ _____
209.2000	Additional Water Pollution, Dust, and Erosion Control	FA	FA	FA	\$ 5,000.00
301.0100	Hot Mix Asphalt Base Course	LS	LS	LS	\$ _____
313.0100	Primary Geosynthetic Reinforcement	2,250	SF	\$ _____	\$ _____
313.0200	Intermediate Geosynthetic Reinforcement	2,750	SF	\$ _____	\$ _____
401.0100	HMA Pavement, Mix No. IV	LS	LS	LS	\$ _____
606.0100	Guardrail Type MGS W-Beam and Spacer Blocks	62.5	LF	\$ _____	\$ _____
606.0200	Type MGS Transition Section	2	EA	\$ _____	\$ _____
629.0100	4-Inch White Shoulder Striping (Thermoplastic)	60	LF	\$ _____	\$ _____
629.0200	Type C Reflective Pavement Marker	2	EA	\$ _____	\$ _____
641.0100	Turf Reinforcement Matting	1,800	SF	\$ _____	\$ _____
645.0100	Traffic Control	LS	LS	LS	\$ _____
699.0100	Mobilization (Not to exceed 6% of the Sum of All Items excluding bid price of this item)	LS	LS	LS	\$ _____

Total Amount for Comparison of Bids \$ _____

- NOTE: 1. Bids shall include all Federal, State, County and other applicable taxes and fees.
 2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
 3. Bidders shall complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.
 4. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.

1 **PROPOSAL SCHEDULE**

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

4
5 The bidder's attention is directed to Sections 696 - Field Office and Project
6 Site Laboratory and 699 - Mobilization for the limitation of the amount bidders are
7 allowed to bid.

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

15
16 The bidder is directed to Section 717 – Cullet and Cullet-Made Materials
17 regarding recycling of waste glass.

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**

FORMS

Contents:

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Chapter 104, HRS Compliance Certificate

Certification of Compliance for Employment of State Residents

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 Oblige 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 Oblige 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 Obligee for the following Project: _____

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

NOW THEREFORE,

The Condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto _____
(State/County entity)
its successors and assigns, as Obligee, hereinafter called Obligee, in the amount
_____ DOLLARS (\$ _____),
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;**
- Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____
- Certificate of Deposit, No.** _____, dated _____
issued by _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Cashier's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Teller's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Treasurer's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Official Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Certified Check No.** _____, dated _____
accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

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

NOW THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

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 _____

**PROVISIONS TO BE INCLUDED IN
CONSTRUCTION PROCUREMENT SOLICITATIONS**

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:

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

2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:

- a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
 - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
 - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

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

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011—Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)
for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

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

I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

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

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

Notary Name: _____

Doc. Description: _____

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

Notary Signature _____ Date

NOTARY CERTIFICATION