



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

**SPECIAL PROVISIONS  
PROPOSAL  
CONTRACT AND BOND**

**FOR**

**SIDEWALK, CURB AND GUTTER REPAIR  
AT VARIOUS LOCATIONS**

**PROJECT NO. HWY-OM-2022-38R**

**ISLAND OF OAHU**

**FY 2023**

**NOTICE TO BIDDERS**  
(Chapter 103D, HRS)

The receiving of SEALED BIDS for SIDEWALK, CURB AND GUTTER REPAIR AT VARIOUS LOCATIONS, ISLAND OF OAHU, Project No. HWY-OM-2022-38R, will begin as advertised on May 9, 2023, in HIEPRO. Bidders are to register and submit bids through HIEPRO only. See the following HIEPRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit bids is June 8, 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 consists of furnishing all labor, necessary equipment, materials and traffic control, to repair severely cracked, popped up and depressed reinforced Portland cement concrete (PCC) sidewalks, and curb and/or gutters on the Island of Oahu on an “as needed” basis.

To be eligible for award, bidders must possess a valid State of Hawaii General Engineering “A” or General Building “B” or Specialty Contractor’s “C-31” or “C-31a” license at the time of bidding.

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.

A pre-bid conference is scheduled for May 12, 2023, at 10:30 A.M. HST, on Microsoft Teams. All prospective bidders or their representatives (employees) are encouraged to attend, but

attendance is not mandatory. Due to the impacts of COVID-19, the pre-bid meeting will be conducted virtually. Questions applicable to the Project Specifications should be submitted via HIEPRO no later than two days prior to the scheduled date of the pre-bid meeting.

Contact Jennifer Russell, Project Manager, by phone, at (808) 692-7572 or email at [jennifer.t.russell@hawaii.gov](mailto:jennifer.t.russell@hawaii.gov) to obtain the venue for the pre-bid meeting.

ALL requests for information (RFI) shall be received in writing via HIEPRO by May 22, 2023, at 4:30 P.M. HST. Questions received after the deadline will not be addressed. Verbal requests for information will not receive a response. Anything said at the conference is for clarification purposes and any changes to the bid documents will be made by addendum and posted in HIEPRO.

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

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a 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.

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

For additional information, contact Jennifer Russell, Project Manager, by phone at (808) 692-7572 or email at [jennifer.t.russell@hawaii.gov](mailto:jennifer.t.russell@hawaii.gov).

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



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ROBIN K. SHISHIDO  
Highways Deputy Director

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## **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.

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

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

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

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

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

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

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

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

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

**Hawaii eProcurement System (HlePRO)** - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.

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

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

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

317  
318 **Inspector** - The Engineer's authorized representative assigned to make detailed  
319 inspections of contract performance, prescribed work, and materials supplied.

320  
321 **Laboratory** - The testing laboratory of the Highways Division or other testing  
322 laboratories that may be designated by the Engineer.

323  
324 **Laws** - All Federal, State, and local laws, executive orders and regulations having  
325 the force of law.

326  
327 **Leveling Course** - An aggregate mixture course of variable thickness used to  
328 restore horizontal and vertical uniformity to existing pavements or shoulders.

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

334  
335 **Lump Sum (LS)** - When used as a payment method means complete payment  
336 for the item of work described in the contract documents.

337  
338 **Material** - Any natural or manmade substance or item specified in the contract to  
339 be incorporated in the work.

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

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

350  
351 **Pavement** - The uppermost layer of material placed on the traveled way or  
352 shoulders or both. Pavement and surfacing may be interchangeable.

353  
354 **Pavement Structure** - The combination of subbase, base, pavement, surfacing or  
355 other specified layer of a roadway constructed on a subgrade to support the traffic  
356 load.

357  
358 **Payment Bond** - The security executed by the Contractor and surety or sureties  
359 furnished to the Department to guarantee payment by the Contractor to laborers,  
360 material suppliers and subcontractors in accordance with the terms of the contract.

361

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

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

376  
377 **Profile Grade** - The elevation or gradient of a vertical plane intersecting the top  
378 surface of the proposed pavement.

379  
380 **Project Acceptance Date** - The calendar day on which the Engineer accepts the  
381 project as completed. See Final Completion.

382  
383 **Proposal (Bid)** - The executed document submitted by a Bidder in response to a  
384 solicitation request, to perform the work required by the proposed contract  
385 documents, for the price quoted and within the time allotted.

386  
387 **Public Traffic** - Vehicular or pedestrian movement on a public way.

388  
389 **Punchlist** - A list compiled by the Engineer specifying work yet to be completed or  
390 corrected by the Contractor in order to substantially complete the contract.

391  
392 **Questionnaire** - The specified forms on which the bidder shall furnish required  
393 information as to its ability to perform and finance the work.

394  
395 **Request for Change Proposal** - A written notice from the Engineer to the  
396 Contractor requesting that the Contractor provide a price and/or time proposal for  
397 contemplated changes preparatory to the issuance of a field order or change order.

398  
399 **Right-of-Way** - Land, property, or property interests acquired by a government  
400 agency for, or devoted to transportation purposes.

401  
402 **Roadbed** - The graded portion of a highway within top and side slopes, prepared  
403 as a foundation for the pavement structure and shoulders.

404  
405 **Roadside** - The area between the outside edges of the shoulders and the right-of-  
406 way boundaries. Unpaved median areas between inside shoulders of divided  
407 highways and infield areas of interchanges are included.

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

410  
411 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data  
412 or information which are specifically prepared or assembled by or for the  
413 Contractor and submitted by the Contractor to illustrate some portion of the work.

414  
415 **Shoulder** - The portion of the roadway next to the traveled way for:  
416 accommodation of stopped vehicles, placement of underground facilities,  
417 emergency use, and lateral support of base and surface courses.

418  
419 **Sidewalk** - That portion of the roadway primarily constructed for use by  
420 pedestrians.

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

426  
427 **Specifications** - Compilation of provisions and requirements to perform  
428 prescribed work.

429  
430 **(A) Standard Specifications.** Specifications by the State intended for  
431 general application and repetitive use.

432  
433 **(B) Special Provisions.** Revisions and additions to the standard  
434 specifications applicable to an individual project.

435  
436 **Standard Plans** - Drawings provided by the State for specific items of work  
437 approved for repetitive use.

438  
439 **State** - The State of Hawaii, its Departments and agencies, acting through its  
440 authorized representative(s).

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

447  
448 **Start Work Date** - Date on which Contractor begins physical work on the contract.  
449 This date shall also be the beginning of Contract Time.

450  
451 **Structures** - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing,  
452 manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation  
453 drains, and other such features that may be encountered in the work.

454

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

457  
458 **Subcontract** - Any written agreement between the Contractor and its  
459 subcontractors which contains the conditions under which the subcontractor is to  
460 perform a portion of the work for the Contractor.

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

466  
467 **Subgrade** - The top surface of completed earthwork on which subbase, base,  
468 surfacing, pavement, or a course of other material is to be placed.

469  
470 **Substantial Completion** - The Status of the project when the Contractor has  
471 completed the work, except for the planting period and plant establishment period,  
472 and each of the following requirements are met:

473  
474 (1) All traffic lanes (including shoulders, ramps, sidewalks and bike  
475 paths) are in their final configuration as designed and the final  
476 wearing surface has been installed;

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

482  
483 (3) All required illumination and lighting for normal and safe use and  
484 operation is installed and functional in accordance with the contract  
485 documents;

486  
487 (4) All utilities and services are connected and working;

488  
489 (5) The need for temporary traffic controls or lane closures at any time  
490 has ceased, except for lane closures required for routine  
491 maintenance;

492  
493 (6) The building, structure, improvement or facility can be used for its  
494 intended purpose.

495  
496 **Substantial Completion Date** - The date the Substantial Completion is granted  
497 by the Engineer in Writing and Contract Time stops.

498  
499 **Superintendent** - The employee of the Contractor who is responsible for all the  
500 work and is a Contractor's agent for communications to and from the State.

501

502 **Surety** - The qualified individual, firm or corporation other than the Contractor,  
503 which executes a bond with and for the Contractor to insure its acceptable  
504 performance of the contract.  
505

506 **Surfacing** - The uppermost layer of material placed on the traveled way or  
507 shoulders. This term is used interchangeably with pavement.  
508

509 **Traveled Way** - The portion of the roadway for the movement of vehicles,  
510 exclusive of shoulders.  
511

512 **Unsuitable Material** - Materials that contain organic matter, muck, humus, peat,  
513 sticks, debris, chemicals, toxic matter, or other deleterious materials not suitable  
514 for use in earthwork.  
515

516 **Utility** - A line, facility, or system for producing, transmitting, or distributing  
517 communications, power, electricity, heat, gas, oil, water, steam, waste, or storm  
518 water.  
519

520 **Utility Owner** - The entity, whether private or owned by a State, Federal, or County  
521 governmental body, that has the power and responsibility to grant approval for, or  
522 undertake construction work involving a particular utility.  
523

524 **Water Pollutant** - Dredged spoil, solid refuse, incinerator residue, sewage,  
525 garbage, sewage sludge, munitions, chemical waste, biological materials,  
526 radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil,  
527 sediment, cellar dirt and industrial, municipal, and agricultural waste.  
528

529 **Water Pollution - (1)** Such contamination or other alteration of the physical,  
530 chemical, or biological properties of any state waters, including change in  
531 temperature, taste, color, turbidity, or odor of the waters, or **(2)** Such discharge of  
532 any liquid, gaseous, solid, radioactive, or other substances into any state waters,  
533 as will or is likely to create a nuisance or render such waters unreasonably harmful,  
534 detrimental, or injurious to public health, safety, or welfare, including harm,  
535 detriment, or injury to public water supplies, fish and aquatic life and wildlife,  
536 recreational purposes and agricultural and industrial research and scientific uses  
537 of such waters or as will or is likely to violate any water quality standards, effluent  
538 standards, treatment and pretreatment standards, or standards of performance for  
539 new sources adopted by the Department of Health.  
540

541 **Work** - The furnishing of all labor, material, equipment, and other incidentals  
542 necessary or convenient for the successful execution of all the duties and  
543 obligations imposed by the contract.  
544

545 **Working Day** - A calendar day in which a Contractor is capable of working four or  
546 more hours with its normal work force, exclusive of:  
547

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

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

**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  
101 (2) The character, quality, and quantity of materials;  
102  
103 (3) The difficulties to be encountered; and  
104  
105 (4) The kind and amount of equipment and other facilities needed.

106  
107 Subsurface information or hydrographic survey data furnished are for the  
108 bidders' convenience only. The data and information furnished are the product of  
109 the Department's interpretation gathered in investigations made at the specific  
110 locations. These conditions may not be typical of conditions at other locations  
111 within the project area or that such conditions remain unchanged. Also,  
112 conditions found at the time of the subsurface explorations may not be the same  
113 conditions when work starts. The bidder shall be solely responsible for  
114 assumptions, deductions, or conclusions the bidder may derive from the  
115 subsurface information or data furnished.

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

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

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

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

137

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

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

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

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

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

- 160  
161 (1) The proposal is a form not furnished by the Department, altered,  
162 or 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.** In as much as the contract to be executed is  
188 a price-term, open end, or requirements contract under which the contract price  
189 or total amount to be paid the Contractor cannot be determined at the time the  
190 contract is executed, the proposal guaranty required shall be in the following  
191 amounts.

192

<u>Proposal</u>	<u>Security Amount</u>
194 A- Area 1	\$6,060.00
195 B- Area 2	\$6,060.00
196 C- Area 3	\$6,060.00
197 D- Area 4	\$6,060.00

198

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

201

202 (1) A deposit of legal tender; or

203

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

208

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

215

216 (a) The bidder may use these instruments only to a maximum of  
217 \$100,000.

218

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

222

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

225

226 (d) Proposal Guaranty listed in (1) and (3) shall be in its original  
227 form, and shall be received at the Contracts Office, Department of  
228 Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813  
229 before the bid deadline.  
230

231 The above shall be in the amount of \$6,060.00 for each Area.  
232

233 **102.09 Delivery of Proposal.** The bidder shall submit the proposal in  
234 HlePRO. The proposal shall be UPLOADED to HlePRO prior to the bid opening  
235 date and time. Proposals received after said due date and time shall not be  
236 considered. Original (wet ink) proposal documents are not required to be  
237 submitted. The award will be made based on proposals uploaded in HlePRO.  
238 Any and all other additional documents explicitly designated and labeled as  
239 CONFIDENTIAL OR PROPRIETARY shall be UPLOADED SEPARATELY to  
240 HlePRO.  
241

242 **102.10 Withdrawal or Revision of Proposals.** A bidder may withdraw or  
243 revise a proposal after the bidder submits the proposal in HlePRO. Withdrawal  
244 or revision of proposal must be completed before the time set for the receiving of  
245 bids.  
246

247 **102.11 Public Opening of Proposals.** Not applicable.  
248

249 **102.12 Disqualification of Bidders.** The Department may disqualify a bidder  
250 and reject its proposal for the following reasons:  
251

252 (1) Submittal of more than one proposal whether under the same or  
253 different name.  
254

255 (2) Evidence of collusion among bidders. The Department will not  
256 recognize participants in collusion as bidders for any future work of the  
257 Department until such participants are reinstated as qualified bidders.  
258

259 (3) Lack of proposal guaranty.  
260

261 (4) Submittal of an unsigned or improperly signed proposal.  
262

263 (5) Submittal of a proposal without a listing of subcontractors or  
264 containing only a partial or incomplete listing of subcontractors.  
265

266 (6) Submittal of an irregular proposal in accordance with Subsection  
267 102.07 - Irregular Proposals.  
268

269 (7) Evidence of assistance from a person who has been an employee  
270 of the agency within the preceding two years and who participated while in

271 State office or employment in the matter with which the contract is directly  
272 concerned, pursuant to HRS Chapter 84-15.

273  
274 **(8)** Suspended or debarred in accordance with HRS Chapter 104-25.

275  
276 **(9)** Failure to complete the prequalification questionnaire, if applicable.

277  
278 **(10)** Failure to attend the mandatory pre-bid meeting, if applicable.

279  
280 **102.13 Material Guaranty.** The successful bidder may be required to furnish  
281 a statement of the composition, origin, manufacture of materials, and samples.

282  
283 **102.14 Substitution of Materials and Equipment Before Bid Opening.** See  
284 Subsection 106.13 for Substitution Of Materials and Equipment After Bid  
285 Opening.

286  
287 **(A) General.** When brand names of materials or equipment are  
288 specified in the contract documents, they are to indicate a quality, style,  
289 appearance, or performance and not to limit competition. The bidder shall  
290 base its bid on one of the specified brand names unless alternate brands  
291 are qualified as equal or better in an addendum. Qualification of such  
292 proposed alternate brands shall be submitted via email to the Contact  
293 person listed in HlePRO for the solicitation and also post a question in  
294 HlePRO under the question/answer tab referencing the email with the  
295 request. The request must be posted in HlePRO no later than 14  
296 calendar days before the bid opening date, not including the bid opening  
297 date

298  
299 An addendum will be issued to inform all prospective bidders of any  
300 accepted substitution in accordance with Subsection 102.17 – Addenda .

301  
302 **(B) Statement of Variances.** The statement of variances must list all  
303 features of the proposed substitution that differ from the contract  
304 documents and must further certify that the substitution has no other  
305 variant features. The brochure and information submitted shall be clearly  
306 marked showing make, model, size, options, and any other features  
307 requested by the Engineer and must include sufficient evidence to  
308 evaluate each feature listed as a variance. A request will be denied if  
309 submitted without sufficient evidence. If after installing the substituted  
310 product, an unlisted variance is discovered, the Contractor shall  
311 immediately replace the product with a specified product at no increase in  
312 contract price and contract time.

313  
314 **(C) Substitution Denial.** Any substitution request not complying with  
315 the above requirements will be denied.

316

317 **102.15 Preferences.**

318

319 **(A) Preference for Hawaii Products.** In accordance with ACT 174,  
320 SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not  
321 apply to solicitations for public works construction. Therefore, the Hawaii  
322 Products Preference shall not apply to this project.

323

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

331

332 The following provisions apply to this Apprenticeship Program.

333

334 **(1) Definitions**

335

336 **(a)** “Apprenticeable trade”, HRS Section 103-55.6 (c),  
337 shall have the same meaning as ‘apprenticeable occupation’  
338 pursuant to Hawaii Administrative Rules ( HAR) Section 30-  
339 1-5.

340

341 **(b)** “Department” means the department of labor and  
342 industrial relations.

343

344 **(c)** “Director” means the director of labor and industrial  
345 relations.

346

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

349

350 **(e)** “Governmental body” means as defined in HRS  
351 Section 103D-104.

352

353 **(f)** “Party to an apprenticeship agreement” means party  
354 to a registered apprenticeship program with the department  
355 of labor and industrial relations.

356

357 **(g)** “Preference” means the 5% by which the qualified  
358 bidder's offer amount would be decreased for evaluation  
359 purposes.

360 **(h)** “Public work” shall be as defined in HRS Section 104-  
361 2 and HAR Section 12-22-1.

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

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

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

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

**(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.

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**(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);
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

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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

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**

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**(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.

**(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.

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

548  
549 (D) **Evaluation Procedures and Contract Award.** For bid evaluation,  
550 the Engineer will evaluate the bids by applying the applicable preferences  
551 selected by the bidders according to the contract. The Engineer will base  
552 the calculations for adjustments upon the original bid prices offered. If  
553 more than one preference applies, the evaluated bid price shall be the  
554 sum of the original bid price plus applicable preference adjustments.  
555

556 The Engineer will award the contract to the responsible bidder  
557 submitting the responsive bid with the lowest evaluated bid price. The  
558 contract amount of the contract awarded shall be the original bid price  
559 offered exclusive of any preference.  
560

561 **102.16 Certification for Safety and Health Program for Bids in excess of**  
562 **\$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror, by  
563 signing and submitting this proposal, certifies that a written safety and health plan  
564 for this project will be available and implemented by the notice to proceed date  
565 for this project. Details of the requirements of this plan may be obtained from the  
566 State Department of Labor and Industrial Relations, Occupational Safety and  
567 Health Division (HIOSH).  
568

569 **102.17 Addenda.** Addenda issued shall become part of the contract  
570 documents. Addenda to the bid documents will be provided to all prospective  
571 bidders via HlePRO. Each addendum shall be an addition to the contract  
572 documents. The terms and requirements of the bid documents (i.e., drawings,  
573 specifications and other bid and contract documents) cannot be changed prior to  
574 the bid opening except by a duly issued addendum.”  
575

576  
577  
578  
579

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

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

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

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

48  
49 FORM A6, TAX CLEARANCE CERTIFICATE, is available at  
50 the following website:

51  
52 <https://tax.hawaii.gov/>

53  
54 To receive DOTAX Forms by fax or mail, phone  
55 (808) 587-7572 or 1-800-222-7572.

56  
57 The application for the Tax Clearance Certificate is the responsibility  
58 of the bidder and must be submitted directly to the DOTAX or IRS. The  
59 approved certificate may then be submitted to the Department.

60  
61 **(B) DLIR Certificate of Compliance.** Pursuant to HRS Section 103D-  
62 310(c), the successful bidder shall be required to submit a copy (faxed  
63 copies are acceptable) of its approved certificate of compliance issued by  
64 the Hawaii State Department of Labor and Industrial Relations (DLIR) to  
65 demonstrate its compliance with unemployment insurance (HRS Chapter  
66 383), workers' compensation (HRS Chapter 386), temporary disability  
67 insurance (HRS Chapter 392), and prepaid health care (HRS Chapter 393).  
68 The certificate is valid for six (6) months from the most recent approval  
69 stamp date on the certificate and must be valid on the bid's first legal  
70 advertisement date or any date thereafter up to the bid opening date. For  
71 certificates which receive a "pending" approval stamp, a DLIR approval  
72 stamp is required prior to the issuance of the Notice to Proceed.

73  
74 FORM LIR#27, APPLICATION FOR CERTIFICATE OF  
75 COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the  
76 following website:

77  
78 <http://labor.hawaii.gov/>

79  
80 More information is available by calling the DLIR Unemployment Insurance  
81 Division at (808) 586-8926.

82  
83 Inquiries regarding the status of a LIR#27 Form may be made by  
84 calling the DLIR Disability Compensation Division at (808) 586-9200.

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

89  
90 **(C) DCCA Certificate of Good Standing.** Pursuant to HRS Section  
91 103D-310(c), the successful bidder shall be required to submit a copy  
92 (faxed copies are acceptable) of its approved Certificate of Good Standing  
93 issued by the Hawaii State Department of Commerce and Consumer Affairs  
94 (DCCA), Business Registration Division (BREG) to demonstrate that it is  
95 either:

96  
97 **(1)** Incorporated or organized under the laws of the State; or

98  
99 **(2)** Registered to do business in the State as a separate branch  
100 or division that is capable of fully performing under the contract.

101  
102 The Certificate of Good Standing is valid for six (6) months from the  
103 approval date on the certificate and must be valid on the bid's first legal  
104 advertisement date or any date thereafter up to the bid opening date. A  
105 Hawaii business that is a sole proprietorship, however, is not required to  
106 register with the BREG, and therefore not required to submit a Certificate of  
107 Good Standing. Bidders are advised that there are costs associated with  
108 registering and obtaining a Certificate of Good Standing from the DCCA.

109  
110 To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line  
111 Services at the following website:

112  
113 <http://cca.hawaii.gov/>

114  
115 The application for the Certificate of Good Standing is the  
116 responsibility of the bidder and must be submitted directly to the DCCA.  
117 The approved certificate may then be submitted to the Department.

118  
119 **(D) Hawaii Compliance Express (HCE).** In lieu of the certificates  
120 referenced above, the bidder may make available proof of compliance  
121 through the Hawaii Compliance Express or any other designated  
122 certification process. Bidders may apply and register at the "Hawaii  
123 Compliance Express" website:

124  
125 <https://vendors.ehawaii.gov/hce/>

126  
127 This contract, to be awarded, is considered a requirement contract, as the  
128 scope consists of furnishing all labor, necessary equipment, materials, and traffic  
129 control, to repair severely cracked, popped up and depressed reinforced Portland  
130 cement concrete (PCC) sidewalks, and curb and/or gutters by the Contractor will

131 be made on an “as-needed” basis during the 12-month contract period. The States  
132 gives no assurance as to the number of services it will purchase.

133  
134 The bidder must maintain an office on the Island of Oahu to be awarded the  
135 contract.

136  
137 **103.03 Cancellation of Award.** The Department reserves the right to cancel  
138 the award of contracts before the execution of said contract by the parties. There  
139 will be no liability to the awardee and to other bidders.

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

148  
149 **103.05 Requirement of Contract Bond.** At the time of execution of the  
150 contract, the successful bidder shall file a good and sufficient performance bond  
151 and a payment bond on the forms furnished by the Department conditioned for  
152 the full and faithful performance of the contract in accordance with the terms and  
153 intent thereof and for the prompt payment to all others for all labor and material  
154 furnished by them to the bidder and used in the prosecution of the work provided  
155 for in the contract.

156  
157 The contract bond required shall be furnished by the Contractor for the term  
158 of the contract (12 months). The bond of the contract shall be submitted to the  
159 State, or such additional time as may be granted by the State. Such bond for each  
160 extended year may be extensions of the original bond by endorsements thereto.  
161 The bidder shall limit the acceptable performance and payment bonds to the  
162 following:

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

- 174  
175 1. The bidder may use these instruments only to a maximum of  
176 \$100,000.

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

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

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

<u>Proposal</u>	<u>Security Amount</u>
A – Area 1	\$121,200.00
B – Area 2	\$121,200.00
C – Area 3	\$121,200.00
D – Area 4	\$121,200.00

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

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

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

**END OF SECTION 103**



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

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

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

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

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

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

95 **(III)** Amend **Section 104.11 (B) Contractor’s Duty to Locate and Protect**  
96 **Utility** by adding the following after line 291:

97  
98 **“(4)** “The Contractor shall contact the Hawaii One Call Center at  
99 811 prior to any execution in a public right of way or on private property.”

100  
101 **(IV)** Amend **Section 104 – Scope of Work** by adding the following after  
102 line 318:

103  
104 **“104.13 Performance of Work.** The Contractor shall perform work  
105 satisfactorily in the judgment of the Engineer during the contract period. If it  
106 appears at any time that the work contracted to be performed is not satisfactory,  
107 the Engineer may require the Contractor to furnish and place in operation such  
108 additional force and equipment as the Engineer shall deem necessary to bring  
109 the work up to satisfactory status. In the case the Contractor fails to comply after  
110 five (5) working days from the date of the receipt of such a written order from the  
111 Engineer, the Engineer may employ a working force and equipment and charge  
112 the Contractor for the reasonable cost thereof including depreciation for  
113 equipment or he may terminate the contract.

114  
115 **104.14 Contract to be Open-Ended.** The requirement for service to be  
116 furnished by the Contractor will be on an “as-needed” basis as called for in these  
117 specifications at the applicable unit price bid during the term of this contract and  
118 in such numbers as may be required by the State. The unit price bid indicated by  
119 the Contractor shall be applicable and binding under the terms of this contract.

120  
121 Payment for services will be made by purchase order.”

122  
123  
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127

**END OF SECTION 104**



49 duties in connection with the work. Unless otherwise specified in writing to  
50 the Contractor, such retained consultants and construction managements  
51 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 that  
57 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 them  
60 to the Engineer. The submittal shall indicate the contract items and specifications  
61 subsections for which the submittal is provided. The submittal shall be legible and  
62 clearly indicate what portion of the submittal is being submitted for review. The  
63 Contractor shall provide six copies of the required submissions at the earliest  
64 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 plans”  
71 The Contractor shall have and maintain at least one set of plans and  
72 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 and  
80 access to and from such site, within the sole discretion of the Engineer,  
81 does not create a public or traffic hazard or an impediment to the movement  
82 of traffic.”  
83

84 **(V)** Amend **Subsection 105.16(B) – Substituting Subcontractors** from line  
85 487 to line 494 to read:  
86

87 **(B) Substituting Subcontractors.** Under HRS Chapter 103D-302, the  
88 Contractor is required to list the names of persons or firms to be engaged  
89 by the Contractor as a subcontractor or joint contractor in the performance  
90 of the contract. No subcontractor may be added or deleted, unless  
91 authorized by the Engineer. Substitutions will be allowed only if the  
92 subcontractor:  
93  
94  
95  
96

**END OF SECTION 105**

1           **SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS**

2

3    Make the following amendment to said Section:

4

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

7

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

10

11   **(II)**    Amend **106.11       Steel and Iron Construction Material** from line 238  
12   to line 277 to read as follows

13

14   **“106.11       Steel and Iron Construction Material.    (Not Applicable)”**

15

16

17

18

19

20

**END OF SECTION 106**

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

2  
3           Make the following amendments to said Section:

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

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

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

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

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

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

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

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

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

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

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

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

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

111 **(a)** Products - Completed/Operations Aggregate,  
112

113 **(b)** Personal & Advertising Injury, and  
114

115 **(c)** Bodily Injury & Property Damage  
116

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

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

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

139

140 **“107.18 Citizen and Residential Labor Force.**

141

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

147

148 (B) **Residential Labor Force.** In accordance with Act 192; SLH 2011,  
149 no less than eighty (80) percent of the bidder's labor force working on the  
150 contract shall be provided by Hawaii residents. This act applies to all  
151 construction procurements under HRS Chapter 103D; however this act  
152 does not apply to procurements for professional services under Section  
153 103D-304 and small purchases under Section 103D-305. This act is also  
154 applicable to any subcontract of \$50,000.00 or more in connection with  
155 this contract.

156

157 Resident means a person who is physically present in the State of  
158 Hawaii at the time the person claims to have established the person's  
159 domicile in the State of Hawaii and shows the person's intent is to make  
160 Hawaii the person's primary residence.

161

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

169

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

173

174 (E) Sanctions for non compliance with these provisions are as follows:

175

176 (1) With respect to the General Contractor, withholding of  
177 payment on the contract until the Contractor or its Subcontractor  
178 complies with HRS Chapter 103B as amended by Act 192, SLH  
179 2011.

180

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

183  
184                   This Section shall not apply when its application will disqualify the State  
185                   from receiving federal funds or aid.”

186  
187  
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190

**END OF SECTION 107**

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

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

4  
5  
6 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the  
7 Contractor not more 30 calendar days after the contract certification date.

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

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

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

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

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

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

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

41  
42 **108.03 Preconstruction Submittals.** The awardee shall submit to the  
43 Engineer for information and review the pre-construction submittals within 21  
44 calendar days from award. Until the items listed below are received and found  
45 acceptable by the Engineer, the Contractor shall not start physical work unless  
46 otherwise authorized to do so in writing and subject to such conditions set by the

47 Engineer. Charging of Contract Time will not be delayed, and additional contract  
48 time will not be granted due to Contractor delay in submitting acceptable  
49 preconstruction submittals. No progress payment will be made to the Contractor  
50 until the Engineer acknowledges, in writing, receipt of the following  
51 preconstruction submittals acceptable to the Engineer:

52  
53 (1) List of the Superintendent and other Supervisory Personnel, and  
54 their contact information.

55  
56 (2) Name of person(s) authorized to sign for the Contractor.

57  
58 (3) Work Schedule including hours of operation.

59  
60 (4) Initial Progress Schedule (See Subsection 108.06 – Progress  
61 Schedule).

62  
63 (5) Water Pollution and Siltation Control Submittals, including Site-  
64 Specific Best Management Practice Plan.

65  
66 (6) Solid Waste Disposal form.

67  
68 (7) Tax Rates.

69  
70 (8) Insurance Rates.

71  
72 (9) Certificate of Insurance, satisfactory to the Engineer, indicating that  
73 the Contractor has in place all insurance coverage required by the contract  
74 documents.

75  
76 (10) Schedule of agreed prices.

77  
78 (11) List of suppliers.

79  
80 (12) Traffic Control Plan, if applicable.

81  
82 **108.04 Character and Proficiency of Workers.** The Contractor shall at all  
83 times provide adequate supervision and sufficient labor and equipment for  
84 prosecuting the work to full completion in the manner and within the time required  
85 by the contract. The superintendent and all other representatives of the  
86 Contractor shall act in a civil and honest manner in all dealings with the Engineer,  
87 all other State officials and representatives, and the public, in connection with the  
88 work.

89

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

93  
94 The Engineer may direct the removal of any worker(s) who does not carry  
95 out the assigned work in a proper and skillful manner or who is disrespectful,  
96 intemperate, violent, or disorderly. The worker shall be removed forthwith by the  
97 Contractor and will not work again without the written permission of the Engineer.  
98

99 **108.05 Contract Time.**

100  
101 **(A) Calculation of Contract Time.** When the contract time is on a  
102 working day basis, the total contract time allowed for the performance of  
103 the work will be the number of working days shown in the contract plus any  
104 additional working days authorized in writing as provided hereinafter. The  
105 count of elapsed working days to be charged against contract time, will  
106 begin from the Start Work Date and will continue consecutively to the date  
107 of Substantial Completion. When multiple shifts are used to perform the  
108 work, the State will not consider the hours worked over the normal eight  
109 working hours per day or night as an additional working day.  
110

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

120 **(B) Modifications of Contract Time.** Whenever the Contractor  
121 believes that an extension of contract time is justified, the Contractor shall  
122 serve written notice on the Engineer not more than five working days after  
123 the occurrence of the event that causes a delay or justifies a contract time  
124 extension. Contract time may be adjusted for the following reasons or  
125 events, but only if and to the extent the critical path has been affected:  
126

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

136 altered or additional work will be determined pursuant to Subsection  
137 104.02 – Changes.

138  
139 Additional time to perform the extra work will be added to the  
140 time allowed in the contract without regard to the date the change  
141 directive was issued, even if the contract completion date has  
142 passed. A change requiring time issued after contract time has  
143 expired will not constitute an excusal or waiver of pre-existing  
144 Contractor delay.

145  
146 **(2) Delay for Permits.** For delays in the routine application and  
147 processing time required to obtain necessary permits, including  
148 permits to be obtained from State agencies, the Engineer may grant  
149 an extension provided that the permit takes longer than 30 days to  
150 acquire and the delay is not caused by the Contractor, and provided  
151 that as soon as the delay occurs, the Contractor notifies the  
152 Engineer in writing that the permits are not available. Permits  
153 required by the contract that take less than 30 days to acquire from  
154 the time which the appropriate documents are granted shall be  
155 acquired between Notice to Proceed and Start Work Date or  
156 accounted for in the contractor’s progress schedule. Time  
157 extensions will be the exclusive relief granted on account of such  
158 delays.

159  
160 **(3) Delays Beyond Contractor’s Control.** For delays caused by  
161 acts of God, a public enemy, fire, inclement weather days or  
162 adverse conditions resulting therefrom, earthquakes, floods,  
163 epidemics, quarantine restrictions, labor disputes impacting the  
164 Contractor or the State, freight embargoes and other reasons  
165 beyond the Contractor’s control, the Contractor may be granted an  
166 extension of time provided that:

167  
168 **(a)** In the written notice of delay to the Engineer, the  
169 Contractor describes possible effects on the completion date  
170 of the contract. The description of delays shall:

- 171  
172 1. State specifically the reason or reasons for the  
173 delay and fully explain in a detailed chronology how the  
174 delay affects the critical path.  
175  
176 2. Include copies of pertinent documentation to  
177 support the time extension request.  
178  
179 3. Cite the anticipated period of delay and the time  
180 extension requested.  
181

182 4. State either that the above circumstances have  
183 been cleared and normal working conditions restored  
184 as of a certain day or that the above circumstances will  
185 continue to prevent completion of the project.  
186

187 (b) The Contractor shall notify the Engineer in writing when  
188 the delay ends. Time extensions will be the exclusive relief  
189 granted and no additional compensation will be paid the  
190 Contractor for such delays.  
191

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

203 (a) The Contractor's written notice to the Engineer must  
204 describe the delays and state the effect such delays may have  
205 on the critical path.  
206

207 (b) The Contractor, if requested, must submit to the  
208 Engineer within five days after a firm delivery date for the  
209 material and equipment is established, a written statement  
210 regarding the delay. The Contractor must justify the delay as  
211 follows:  
212

213 1. State specifically all reasons for the delay.  
214 Explain in a detailed chronology the effect of the delay  
215 on the critical path.  
216

217 2. Submit copies of purchase order(s), factory  
218 invoice(s), bill(s) of lading, shipping manifest(s),  
219 delivery tag(s), and any other documents to support the  
220 time extension request.  
221

222 3. Cite the start and end date of the delay and the  
223 time extension requested.  
224

225 (5) **Delays for Suspension of Work.** When the performance of  
226 the work is totally suspended for one or more days (calendar or  
227 working days, as appropriate) by order of the Engineer in

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

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

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

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

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

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

265  
266 (e) Delays caused by the failure to submit sufficient  
267 information and data in a timely manner in the proper form in  
268 order to obtain necessary permits related to the work.

269  
270 (f) Failure to follow the procedure within the time allowed  
271 by contract to request a time extension.

272  
273 (g) Failure of the Contractor to provide evidence sufficient  
274 to support the time extension request.

275  
276 (7) **Reduction in Time.** If the State deletes or modifies any  
277 portion of the work, an appropriate reduction of contract time may be  
278 made in accordance with Subsection 104.02 - Changes.

279  
280 **108.06 Progress Schedules.**

281  
282 (A) **Forms of Schedule.** All schedules shall be submitted using the  
283 specific computer program designated in the bid documents. If no such  
284 scheduling software program is designated, then all schedules shall be  
285 submitted using the latest version of Microsoft Project by Microsoft or  
286 approved equivalent software program.

287  
288 Schedule submittals shall be as follows:

289  
290 (1) **For Contracts \$2,000,000 or less or For Contract Time 100**  
291 **Working Days or 140 Calendar Days or Less.** For contracts of  
292 \$2,000,000 or less or for contract time of 100 working days or 140  
293 calendar days or less, the progress schedule will be a Time Scaled  
294 Logic Diagram (TSLD). The Contractor shall submit a TSLD  
295 submittal package meeting the following requirements and having  
296 these essential and distinctive elements:

297  
298 (a) The major features of work, such as but not limited to  
299 BMP installation, grubbing, roadway excavation, structure  
300 excavation, structure construction, shown in the chronological  
301 order in which the Contractor proposes to work that feature or  
302 work and its location on the project. The schedule shall  
303 account for normal inclement weather, unusual soil or other

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

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

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

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

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

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

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

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

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

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

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

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

351 **(2) For Contracts Which Have A Contract Amount More Than**  
352 **\$2,000,000 Or Having A Contract Time Of More Than 100**  
353 **Working Days Or 140 Calendar Days.** For contracts which have a  
354 contract amount more than \$2,000,000 or contract time of more than  
355 100 working days or 140 calendar days, the Contractor shall submit  
356 a Timed-Scaled Logic Diagram (TSLD) meeting the following  
357 requirements and having these essential and distinctive elements:  
358

359 **(a)** The information and requirements listed in Subsection  
360 108.06(A)(1) – For Contracts \$2,000,000 or Less or For  
361 Contract Time 100 Working Days or 140 Calendar Days or  
362 Less.

363  
364 **(b)** Additional reports and graphics available from the  
365 software as requested by the Engineer.  
366

367 **(c)** Sufficient detail to allow at least weekly monitoring of  
368 the Contractor and subcontractor's operations.  
369

370 **(d)** The time scaled schematic shall be on a calendar or  
371 working days basis. What will be used shall be determined by  
372 how the contract keeps track of time. It will be the same. Plot  
373 the critical calendar dates anticipated.  
374

375 **(e)** Breakdown of activity, such as forming, placing  
376 reinforcing steel, concrete pouring and curing, and stripping  
377 in concrete construction. Indicate location of work to be done  
378 in such detail that it would be easily determined where work  
379 would be occurring within approximately 200 feet.  
380

381 **(f)** Latest start and finish dates for critical path activities.  
382

383 **(g)** Identify responsible subcontractor, supplier, and others  
384 for their respective activity.  
385

386 **(h)** No individual activity shall have duration of more than  
387 20 calendar days unless requested and approved by the  
388 Engineer.  
389

390 **(i)** All activities shall have work breakdown structure  
391 codes and activity codes. The activity codes shall have  
392 coding that incorporates information for phase, location, who  
393 is responsible for doing work and type of operation and  
394 activity description.  
395

396 (j) Incorporate all physical access and availability  
397 restraints.

398  
399 **(B) Inspection and Testing.** All schedules shall provide reasonable  
400 time and opportunity for the Engineer to inspect and test each work activity.  
401

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

425 **(D) Initial Progress Schedule.** The Contractor shall submit an initial  
426 progress schedule. The initial progress schedule shall consist of the  
427 following:  
428

- 429 (1) Four sets of the TSLD schedule.
- 430
- 431 (2) All the software files and data to re-create the TSLD in a  
432 computerized software format as specified by the Engineer.  
433
- 434 (3) A listing of equipment that is anticipated to be used on the  
435 project. Including the type, size, make, year of manufacture, and all  
436 information necessary to identify the equipment in the Rental Rate  
437 Blue Book for Construction Equipment.  
438
- 439 (4) An anticipated manpower requirement graph plotting contract  
440 time and total manpower requirement. This may be superimposed  
441 over the payment graph.  
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(5) A Method Statement that is a detailed narrative describing the work to be done and the method by which the work shall be accomplished for each major activity. A major activity is an activity that:

- (a) Has a duration longer than five days.
- (b) Is a milestone activity.
- (c) Is a contract item that exceeds \$10,000 on the contract cost proposal.
- (d) Is a critical path activity.
- (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 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 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 plotted progress schedules, two PERT charts, and reports on all construction activities every two weeks (bi-weekly). This scheduled bi-weekly submittal shall also include an updated version of the project schedule in a computerized software format as specified by the Engineer. The submittal shall have all the information needed to re-create that time period’s TSLD plot and reports. The bi-weekly submittal shall include, but not limited to, an update of activities based on actual durations,

489 all new activities and any changes in duration or start or finish dates of any  
490 activity.

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

498  
499 The Contractor shall submit updates of the anticipated work  
500 completion graph, equipment listing, manpower requirement graph or  
501 method statement when requested by the Engineer. The Contractor shall  
502 submit such updates within 4 calendar days from the date of the request by  
503 the Engineer.

504  
505 The Engineer may withhold progress payment until the Contractor is  
506 in compliance with all schedule update requirements

507  
508 **(F) Float.** All float appearing on a schedule is a shared commodity.  
509 Float does not belong to or exist for the exclusive use or benefit of either  
510 the State or the Contractor. The State or the Contractor has the opportunity  
511 to use available float until it is depleted. Float has no monetary value.

512  
513 **(G) Scheduled Meetings.** The Contractor shall meet on a bi-weekly  
514 basis with the Engineer to review the progress schedule. The Contractor  
515 shall have someone attending the meeting that can answer all questions on  
516 the TSLD and other schedule related submittals.

517  
518 **(H) Accelerated Schedule; Early Completion.** If the Contractor  
519 submits an accelerated schedule (shorter than the contract time), the  
520 Engineer's review and acceptance of an accelerated schedule does not  
521 constitute an agreement or obligation by the State to modify the contract  
522 time or completion date. The Contractor is solely responsible for and shall  
523 accept all risks and any delays, other than those that can be directly and  
524 solely attributable to the State, that may occur during the work, until the  
525 contract completion date. The contract time or completion date is  
526 established for the benefit of the State and cannot be changed without an  
527 appropriate change order or Substantial Completion granted by the State.  
528 The State may accept the work before the completion date is established,  
529 but is not obligated to do so.

530 If the TSLD indicates an early completion of the project, the  
531 Contractor shall, upon submittal of the schedule, cooperate with the  
532 Engineer in explaining how it will be achieved. In addition, the Contractor  
533 shall submit the above explanation in writing which shall include the State's  
534 part, if any, in achieving the early completion date. Early completion of the  
535 project shall not rely on changes to the Contract Documents unless  
536 approved by the Engineer.  
537

538 **(I) Contractor Responsibilities.** The Contractor shall promptly  
539 respond to any inquiries from the Engineer regarding any schedule  
540 submission. The Contractor shall adjust the schedule to address directives  
541 from the Engineer and shall resubmit the TSLD package to the Engineer  
542 until the Engineer finds it acceptable.  
543

544 The Contractor shall perform the work in accordance with the  
545 submitted TSLD. The Engineer may require the Contractor to provide  
546 additional work forces and equipment to bring the progress of the work into  
547 conformance with the TSLD at no increase in contract price or contract time  
548 whenever the Engineer determines that the progress of the work does not  
549 insure completion within the specified contract time.  
550

551 **108.07 Weekly Meeting.** In addition to the bi-weekly schedule meetings, the  
552 Contractor shall be available to meet once a week with the Engineer at the time  
553 and place as determined by the Engineer to discuss the work and its progress  
554 including but not limited to, the progress of the project, potential problems,  
555 coordination of work, submittals, erosion control reports, etc. The Contractor's  
556 personnel attending shall have the authority to make decisions and answer  
557 questions.  
558

559 The Contractor shall bring to weekly meetings a detailed work schedule  
560 showing the next three weeks' work. Number of copies of the detailed work  
561 schedule to be submitted will be determined by the Engineer. The three-week  
562 schedule is in addition to the TSLD and shall in no way be considered as a  
563 substitute for the TSLD or vice versa. The three-week schedule shall show:  
564

565 **(a)** All construction events, traffic control and BMP related activities in  
566 such detail that the Engineer will be able to determine at what location and  
567 type of work will be done for any day for the next three weeks. This is for  
568 the State to use to plan its manpower requirements for that time period.  
569

570 **(b)** The duration of all events and delays.  
571

572 **(c)** The critical path clearly marked in red or marked in a manner that  
573 makes it clearly distinguishable from other paths and is acceptable to the  
574 Engineer.  
575

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

577

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

580

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

583

584 **108.08 Liquidated Damages for Failure to Complete the Work or Portions**  
585 **of the Work on Time.** The actual amount of damages resulting from the  
586 Contractor's failure to complete the contract in a timely manner is difficult to  
587 accurately determine. Therefore, the amount of such damages shall be liquidated  
588 damages as set forth herein and in the special provisions. The State may, at its  
589 discretion, deduct the amount from monies due or that may become due under the  
590 contract.

591

592 When the Contractor fails to reach substantial completion of the work for  
593 which liquidated damages are specified, within the time or times fixed in the  
594 contract or any extension thereof, in addition to all other remedies for breach that  
595 may be available to the State, the Contractor shall pay liquidated damages to the  
596 State, in the amount of \$ 100 per working day.

597

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

602

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

606

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

613

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

616

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

619

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

623  
624 **(C) Actual Damages Recoverable If Liquidated Damages Deemed**  
625 **Unenforceable.** In the event a court of competent jurisdiction holds that  
626 any liquidated damages assessed pursuant to this contract are  
627 unenforceable, the State will be entitled to recover its actual damages for  
628 Contractor's failure to complete the work, or any designated portion of the  
629 work within the time set by the contract.

630  
631 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In  
632 addition to all other remedies available to the State for Contractor's breach of the  
633 terms of the contract, the Engineer will assess the rental fees in the amount of  
634 \$500 for every one-to fifteen-minute increment for each roadway lane closed to  
635 public use or occupied beyond the time periods authorized in the contract or by the  
636 Engineer. The maximum amount assessed per day shall be \$5,000. The State  
637 may, at its discretion, deduct the amount from monies due or that may become  
638 due under the contract. The rental fee may be waived in whole or part if the  
639 Engineer determines that the unauthorized period of lane closure or occupancy  
640 was due to factors beyond the control of the Contractor. Equipment breakdown is  
641 not a cause to waive liquidated damages.

642  
643 **108.10 Suspension of Work.**

644  
645 **(A) Suspension of Work.** The Engineer may, by written order, suspend  
646 the performance of the work, either in whole or in part, for such periods as  
647 the Engineer may deem necessary, for any cause, including but not limited  
648 to:

649  
650 (1) Weather or soil conditions considered unsuitable for  
651 prosecution of the work.

652  
653 (2) Whenever a redesign that may affect the work is deemed  
654 necessary by the Engineer.

655  
656 (3) Unacceptable noise or dust arising from the construction even  
657 if it does not violate any law or regulation.

658  
659 (4) Failure on the part of the Contractor to:

660  
661 (a) Correct conditions unsafe for the general public or for  
662 the workers.

663  
664 (b) Carry out orders given by the Engineer.

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

667  
668 (d) Provide adequate supervision on the jobsite.

669  
670 (5) The convenience of the State.

671  
672 **(B) Partial and Total Suspension.** Suspension of work on some but  
673 not all items of work shall be considered a “partial suspension”.  
674 Suspension of work on all items shall be considered “total suspension”.  
675 The period of suspension shall be computed from the date set out in the  
676 written order for work to cease until the date of the order for work to  
677 resume.

678  
679 **(C) Reimbursement to Contractor.** In the event that the Contractor is  
680 ordered by the Engineer in writing as provided herein to suspend all work  
681 under the contract for the reasons specified in Subsections 108.10(A)(2),  
682 108.10(A)(3), or 108.10(A)(5) of the “Suspension of Work” paragraph, the  
683 Contractor may be reimbursed for actual direct costs incurred on work at  
684 the jobsite, as authorized in writing by the Engineer, including costs  
685 expended for the protection of the work. An allowance of 5 percent for  
686 indirect categories of delay costs will be paid on any reimbursed direct  
687 costs, including extended branch and home-office overhead and delay  
688 impact costs. No allowance will be made for anticipated profits. Payment  
689 for equipment which is ordered to standby during such suspension of work  
690 shall be made as described in Subsection 109.06(H) - Idle and Standby  
691 Equipment.

692  
693 **(D) Cost Adjustment.** If the performance of all or part of the work is  
694 suspended for reasons beyond the control of the Contractor except an  
695 adjustment shall be made for any increase in cost of performance of this  
696 contract (excluding profit) necessarily caused by such suspension, and the  
697 contract modified in writing accordingly.

698  
699 However, no adjustment to the contract price shall be made for any  
700 suspension, delay, or interruption:

701  
702 (1) For weather related conditions.

703  
704 (2) To the extent that performance would have been so  
705 suspended, delayed, or interrupted by any other cause, including the  
706 fault or negligence of the Contractor.

707  
708 (3) Or, for which an adjustment is provided for or excluded under  
709 any other provision of this Contract.

710

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

715 Any claims for such compensation shall be filed in writing with the  
716 Engineer within 30 days after the date of the order to resume work or the  
717 claim will not be considered. The claim shall conform to the requirements  
718 of Subsection 107.15(D) – Making of a Claim. The Engineer will take the  
719 claim under consideration, may make such investigations as are deemed  
720 necessary and will be the sole judge as to the equitability of the claim. The  
721 Engineer’s decision will be final.  
722

723 **(F) No Adjustment.** No provision of this clause shall entitle the  
724 Contractor to any adjustments for delays due to failure of its surety, the  
725 cancellation or expiration of any insurance coverage required by the  
726 contract documents, for suspensions made at the request of the Contractor,  
727 for any delay required under the contract, for suspensions, either partial or  
728 whole, made by the Engineer under Subsection 108.10(A)(4) of the  
729 “Suspension of work” paragraph.  
730

731 **108.11 Termination of Contract for Cause.**  
732

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

751 **(B) Additional Rights and Remedies.** The rights and remedies of the  
752 State provided in this contract are in addition to any other rights and  
753 remedies provided by law.  
754  
755

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

763  
764 In case of termination, the Engineer will limit any payment to the  
765 Contractor to the part of the contract satisfactorily completed at the time of  
766 termination. Payment will not be made until the work has satisfactorily been  
767 completed and all required documents, including the tax clearance required  
768 by Subsection 109.11 – Final Payment are submitted by the Contractor.  
769 Termination shall not relieve the Contractor or Surety from liability for  
770 liquidated damages.

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

778  
779 **108.12 Termination For Convenience.**

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

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

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

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- (1) Any completed work.
- (2) Any partially completed construction, goods, materials, parts, tools, dies, jigs, fixtures, drawings, information, and contract rights (hereinafter called "construction material") that the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.
- (3) The Contractor shall protect and preserve all property in the possession of the Contractor in which the State has an interest. If the Engineer does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction materials for the State's account in accordance with the standards of HRS Chapter 490:2-706.

**(D) Compensation.**

- (1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by HAR Subchapter 15, Chapter 3-122. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Engineer may pay the Contractor, if at all, an amount set in accordance with Subsection 108.12(D)(3).
- (2) The Engineer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of construction, supplies, and construction materials under Subsection 108.12(C)(3), and the proportionate contract price of the work not terminated.
- (3) Absent complete agreement, the Engineer will pay the Contractor the following amounts less any payments previously made under the contract:
  - (a) The cost of all contract work performed prior to the effective date of the notice of termination work plus a 5 percent markup on the actual direct costs, including amounts paid to subcontractor, less amounts paid or to be paid for completed portions of such work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall

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

850  
851 **(b)** Subcontractors shall be paid a markup of 10 percent on  
852 their direct job costs incurred to the date of termination. No  
853 anticipated profit or consequential damage will be due or paid  
854 to any subcontractor. These costs must not include payments  
855 made to the Contractor for subcontract work during the  
856 contract period.

857  
858 **(c)** The total sum to be paid the Contractor shall not  
859 exceed the total contract price reduced by the amount of any  
860 sales of construction supplies, and construction materials.

861  
862 **(4)** Cost claimed, agreed to, or established by the State shall be  
863 in accordance with HAR Chapter 3-123.

864  
865 **108.13 Pre-Final and Final Inspections.**

866  
867 **(A) Inspection Requirements.** Before the Engineer undertakes a final  
868 inspection of any work, a pre-final inspection must first be conducted. The  
869 Contractor shall notify the Engineer that the work has reached substantial  
870 completion and is ready for pre-final inspection.

871  
872 **(B) Pre-Final Inspection.** Before notifying the Engineer that the work  
873 has reached substantial completion, the Contractor shall inspect the project  
874 and test all installed items with all of its subcontractors as appropriate. The  
875 Contractor shall also submit the following documents as applicable to the  
876 work:

- 877  
878 **(1)** All written guarantees required by the contract.  
879  
880 **(2)** Two accepted final field-posted drawings as specified in  
881 Section 648 – Field-Posted Drawings;  
882  
883 **(3)** Complete weekly certified payroll records for the Contractor  
884 and Subcontractors.  
885  
886 **(4)** Certificate of Plumbing and Electrical Inspection.  
887  
888 **(5)** Certificate of building occupancy as required.  
889  
890 **(6)** Certificate of Soil and Wood Treatments.  
891  
892 **(7)** Certificate of Water System Chlorination.  
893

894 (8) Certificate of Elevator Inspection, Boiler and Pressure Pipe  
895 Inspection.

896  
897 (9) Maintenance Service Contract and two copies of a list of all  
898 equipment installed.

899  
900 (10) Current Tax clearance. The contractor will be required to  
901 submit an additional tax clearance certificate when the final payment  
902 is made.

903  
904 (11) And any other final items and submittals required by the  
905 contract documents.

906  
907 (C) **Procedure.** When in compliance with the above requirements, the  
908 Contractor shall notify the Engineer in writing that the project has reached  
909 substantial completion and is ready for pre-final inspection.

910  
911 The Engineer will then make a preliminary determination as to  
912 whether or not the project is substantially complete and ready for pre-final  
913 inspection. The Engineer may, in writing, postpone until after the pre-final  
914 inspection the Contractor's submittal of any of the items listed in Subsection  
915 108.13(B) – Pre-Final Inspection, herein, if in the Engineer's discretion it is  
916 in the interest of the State to do so.

917  
918 If, in the opinion of the Engineer, the project is not substantially  
919 complete, the Engineer will provide the Contractor a punchlist of specific  
920 deficiencies in writing which must be corrected or finished before the work  
921 will be ready for a pre-final inspection. The Engineer may add to or  
922 otherwise modify this punchlist from time to time. The Contractor shall take  
923 immediate action to correct the deficiencies and must repeat all steps  
924 described above including written notification that the work is ready for pre-  
925 final inspection.

926  
927 After the Engineer is satisfied that the project appears substantially  
928 complete a final inspection shall be scheduled within ten working days after  
929 receipt of the Contractor's latest letter of notification that the project is ready  
930 for final inspection.

931  
932 If, as a result of the pre-final inspection, the Engineer determines the  
933 work is not substantially complete, the Engineer will inform the Contractor in  
934 writing as to specific deficiencies which must be corrected before the work  
935 will be ready for another pre-final inspection. If the Engineer finds the work  
936 is substantially complete but finds deficiencies that must be corrected  
937 before the work is ready for final inspection, the Engineer will prepare in  
938 writing and deliver to the Contractor a punchlist describing such  
939 deficiencies.

940 At any time before final acceptance, the Engineer may revoke the  
941 determination of substantial completion if the Engineer finds that it was not  
942 warranted and will notify the Contractor in writing the reasons therefore  
943 together with a description of the deficiencies negating the declaration.  
944

945 When the date of substantial completion has been determined by the  
946 State, liquidated damages for the failure to complete the punchlist, if due to  
947 the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated  
948 Damages for Failure to Complete the Punchlist.  
949

950 **(D) Punchlist; Clean Up and Final Inspection.** Upon receiving a  
951 punchlist after pre-final inspection, the Contractor shall promptly devote all  
952 required time, labor, equipment, materials and incidentals to correct and  
953 remedy all punchlist deficiencies. The Engineer may add to or otherwise  
954 modify this punchlist until substantial completion of the project.  
955

956 Before final inspection of the work, the Contractor shall clean all  
957 ground occupied by the Contractor in connection with the work of all  
958 rubbish, excess materials temporary structures and equipment, shall  
959 remove all graffiti and defacement of the work and all parts of the work and  
960 the worksite must be left in a neat and presentable condition to the  
961 satisfaction of the Engineer.  
962

963 Final inspection will occur within ten working days after the  
964 Contractor notifies the Engineer in writing that all punchlist deficiencies  
965 remaining after the pre-final inspection have been completed and the  
966 Engineer concurs. If the Engineer determines that deficiencies still remain  
967 at the final inspection, the work will not be accepted and the Engineer will  
968 notify the Contractor, in writing, of the deficiencies which shall be corrected  
969 and the steps above repeated.  
970

971 If the Contractor fails to correct the deficiencies and complete the  
972 work by the established or agreed date, the State may correct the  
973 deficiencies by whatever method it deems appropriate and deduct the cost  
974 from any payments due the Contractor.  
975

#### 976 **108.14 Substantial Completion and Final Acceptance.** 977

978 **(A) Substantial Completion.** When the Engineer finds that the  
979 Contractor has satisfactorily completed all work for the project in  
980 compliance with the contract, with the exception of the planting period and  
981 the plant establishment period, the Engineer will notify the Contractor, in  
982 writing, of the project's substantial completion, effective as of the date of the  
983 final inspection. The substantial completion date shall determine end of  
984 contract time and relieve contractor of any additional accumulation of  
985 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 year from the date of final acceptance or as otherwise specified in the contract documents.

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

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

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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:

- 1078 (1) All written guarantees required by the contract.
- 1079
- 1080 (2) Complete and certified weekly payrolls for the Contractor and
- 1081 its subcontractor's.
- 1082
- 1083 (3) Certificate of plumbing and electrical inspection.
- 1084
- 1085 (4) Certificate of building occupancy.
- 1086
- 1087 (5) Certificate for soil treatment and wood treatment.
- 1088
- 1089 (6) Certificate of water system chlorination.
- 1090
- 1091 (7) Certificate of elevator inspection, boiler and pressure pipe
- 1092 installation.
- 1093
- 1094 (8) Tax clearance.
- 1095
- 1096 (9) All other documents required by the Contract or by law.
- 1097

1098 **(B) Failure to Meet Closing Requirements.** The Contractor shall meet  
1099 the applicable closing requirements within 60 days from the date of Project  
1100 Acceptance or the agreed to Punchlist complete date. Should the  
1101 Contractor fail to comply with these requirements, the Engineer may  
1102 terminate the contract for cause.”

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**END OF SECTION 108**



47 **(IV)** Amend **Subsection 109.11 Final Payment** by revising lines 568 to 580  
48 to read as follows:

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**(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 Make this section a part of the Standard Specifications:

2  
3 **“SECTION 110 - PORTLAND CEMENT CONCRETE SIDEWALK, CURB AND**  
4 **GUTTER REPAIR**

5  
6 **110.01 Scope of Work.** The work shall consist of furnishing all labor,  
7 necessary equipment, materials and traffic control, to repair severely cracked,  
8 faulted, popped up and depressed Portland cement concrete (PCC) sidewalks,  
9 curb and/or gutters on the Island of Oahu as requested.

10  
11 All work shall be performed in a professional manner in accordance with  
12 current industry practices and this document. All Portland cement concrete related  
13 debris shall be removed daily at all locations. See Subsection 110.03 – Area of  
14 Coverage.

15  
16 The Contractor shall work as directed by the Highways Division’s Oahu  
17 District Maintenance Engineer. The Contractor, as per Subsection 110.04 – Safety  
18 and Convenience, shall provide traffic control and its cost shall be inclusive of PCC  
19 sidewalk, curb and/or gutter repair work cost.

20  
21 The Contractor shall possess a General Engineering “A” or General Building  
22 “B” or Specialty Contractor’s “C-31” or “C-31a” license at the time of bidding, and  
23 shall have possessed the license and have performed similar work for at least two  
24 years prior to the bid date. Failure to meet this requirement shall be cause of  
25 disqualification.

26  
27 **110.02 Contract Period and Option to Extend.** The period of the contract  
28 shall be for 12 months commencing from the date indicated in the “Notice to  
29 Proceed” from the Department. There is an option to extend for two additional 12  
30 month periods, without re-bidding, upon mutual agreement in writing prior to the  
31 contract expiration date, provided the initial bid price remains the same. The  
32 maximum contract period is thirty-six (36) months.

33  
34 Failure by the Contractor to execute the amendment to extend the contract within  
35 the number of days specified under Subsection 103.06 - Execution of the  
36 Contract may be cause for cancellation of the written agreement to extend the  
37 contract and may be subject to disqualification from bidding future projects for a  
38 two-year period in accordance with Subsection 102.12 Disqualification of  
39 Bidders.

40  
41 **110.03 Area of Coverage.** The project requires the Contractor to repair  
42 existing PCC sidewalks, curbs and/or gutters at various locations on the Island of  
43 Oahu as requested. Work shall be grouped into four areas along with the  
44 corresponding routes as shown on the attached map of the island of Oahu  
45 (Figure 1). Note: There are numerous side streets with or without route numbers  
46 along State highways where State Jurisdiction extends various distances into  
47 side streets. The four areas are:

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**(A) Area 1:**

- Route 64, Sand Island Access Road and Sand Island Parkway  
Nimitz Highway (92) to Sand Island Park Entrance
- Route 78, Moanalua Freeway  
Kamehameha Highway (99) On-Ramp to Moanalua Freeway to  
Moanalua Freeway Overpass (Structure over H-1)
- Route 92, Kam-Nimitz Highway  
Main Gates at Pearl Harbor and Hickam AFB to Kalihi Stream Bridge
- Route 92, Nimitz Highway  
Kalihi Stream Bridge to Richards Street
- Route 92, Ala Moana Boulevard  
Richards Street to 135 feet South of Kalakaua Avenue
- Route 99, Kamehameha Highway  
Waiawa Interchange to Pearl Harbor Interchange
- Route 99, Farrington Highway  
Waiawa Interchange
- Route 7239, Ulune Street and Halawa Valley Road  
North East of Kahuapaani Street to Iwaiwa Street
- Route 7241, Kahuapaani Street  
Salt Lake Boulevard to Halawa Heights Road
- Route 7241, Halawa Heights Road  
Kikania Street to Fernridge Place
- Route 7310, Puuloa Road  
Kam-Nimitz Highway (92) to Mahiole Street
- Route 7345, Jarrette White Road  
Mahiole Street to Tripler Hospital Gate
- Route 7350, Bougainville Drive  
Radford Drive (7351) to Salt Lake Boulevard
- Route 7351, Radford Drive  
Kamehameha Highway (99) to Bougainville Drive (7350)
- Route 7401, Kamehameha Highway  
Middle Street to Kalihi Stream Bridge
- Route 7413, Liliha Street  
North King Street to School Street
- Route 7415, Middle Street  
Kamehameha Highway (99) to Mauka of H-1 Freeway
- \*Route H-1, Waiawa Interchange to Kahauiki Interchange  
Pearl City/ Waipahu to Middle Street
- Route H-3, Halawa Interchange to Halawa Portal of Harano  
Tunnel
- Route H201, Moanalua Freeway  
Moanalua Freeway Overpass (Structure over H-1) to Kahauiki Interchange
- Ala Ike Street (Leeward Community College)
- Kaua Street  
Middle Street (7415) to Pineapple Place
- Lagoon Drive  
Nimitz Highway (92) to Koapaka Street
- Moanalua Road (Waiiau Interchange)  
Ewa of Kaulike Drive to Kokohead of Hoomalu Stree
- North King Street

99 Middle Street (7415) to Ola Lane Overpass  
 100 Pacific Street  
 101 425 feet West of Nimitz Highway Outbound Centerline and Inbound lanes in  
 102 Iwilei  
 103 Salt Lake Boulevard  
 104 Kahuapaani Street (7241) to Luapele Drive  
 105 Sumner Street  
 106 Between Nimitz Highway (92) Outbound and Inbound lanes in Iwilei  
 107 Waiawa Road (Near Leeward Community College)  
 108 Farrington Highway (99) to Ala Ike Street  
 109

**(B) Area 2:**

110 Route 76, Fort Weaver Road  
 111 Navy Reservation Gate to Interstate Route H-1  
 112 Route 93, Farrington Highway  
 113 Palailai Interchange to Kaena Point State Park  
 114 Route 93, Farrington Highway (Makakilo Interchange)  
 115 Intersection of Fort Barrette Road (901) and Makakilo Drive, 500 feet on both  
 116 sides of Intersection  
 117 Route 95, Kalaeloa Boulevard and Malakole Street  
 118 Palailai Interchange to Vicinity of Kaiholo Street  
 119 Route 750, Kunia Road  
 120 Interstate Route H-1 to Wilikina Drive (99)  
 121 Route 901, Fort Barrette Road  
 122 Barbers Point Naval Reservation to Makakilo Drive Overpass  
 123 Route 7101, Farrington Highway  
 124 Fort Weaver Road (76) to Waiawa Interchange  
 125 Route 7110, Farrington Highway  
 126 Fort Weaver Road (76) to Old Fort Weaver Road  
 127 Route 7141, Iroquois Road  
 128 Fort Weaver Road (76) to West Loch Ammunition Depot  
 129 Route 7142, Waipahu Street  
 130 Kamehameha Highway (99) to Makai End of H-1 Overpass  
 131 Route H-1, Kalaeloa Boulevard to Waiawa Interchange  
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 133

**(C) Area 3:**

134 Route 80, Kamehameha Highway  
 135 Wilikina Drive (99) to Kamananui Road (99)  
 136 Route 83, Joseph P. Leong Highway  
 137 Kamehameha Highway (99) to Kamehameha Highway (83)  
 138 Route 83, Kamehameha Highway  
 139 Kahalewai Place to Kahaluu Bridge  
 140 Route 83, Kahekili Highway  
 141 Kahaluu Bridge to Intersection of Kahekili Highway (83) and Likelike Highway  
 142 (63)  
 143 Route 83, Likelike Highway  
 144 Intersection of Likelike Hwy (63) and Kamehameha Hwy (83) to Kaneohe Bay  
 145 Drive (65)  
 146 Route 83, Kamehameha Highway  
 147 Intersection of Likelike Hwy (63) & Kaneohe Bay Drive (65) to Pali Hwy (61)  
 148 Route 99, Kamehameha Highway  
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150 Weed Junction (Haleiwa) to Kamananui Road (99)  
 151 Route 99, Kamananui Road  
 152 Kamehameha Highway (99) to Wilikina Drive (99)  
 153 Route 99, Wilikina Drive  
 154 Kamananui Road (99) to Kamehameha Hwy (99) at Wahiawa Interchange  
 155 Route 930, Farrington Highway  
 156 Dillingham Airfield to Kaukonahua Road at Thompson Corner  
 157 Route 930, Kaukonahua Road  
 158 Kaukonahua Road at Thompson Corner to South of Paukauila Stream  
 159 Route 7012, Whitmore Avenue  
 160 Kamehameha Highway (80) to Helemano Naval Reservation  
 161 Route 7013, Meheula Parkway (Mililani Interchange)  
 162 Beginning of Northbound On-Ramp to End of Southbound Off-Ramp  
 163 Route 7160, Ka Uka Boulevard (Waipio Interchange)  
 164 Moaniani Street to the beginning of Mililani Memorial Park Road  
 165 Route H-2, Wahiawa Interchange to Waiawa Interchange  
 166 Leilehua Golf Course Road (Leilehua Interchange)  
 167 Kamehameha Highway (99) to Northbound Off-Ramp (H-2)  
 168

169 **(D) Area 4:**

170 Route 61, Pali Highway  
 171 Vineyard Boulevard (98) to Castle Junction  
 172 Route 61, Kalanianaʻole Highway  
 173 Castle Junction to Waimanalo Junction  
 174 Route 61, Kailua Road  
 175 Waimanalo Junction to Kawainui Bridge  
 176 Route 63, Kalihi Street  
 177 Nimitz Highway (92) to School Street  
 178 Route 63, Likelike Highway  
 179 School Street to Intersection of Kahekili Hwy (83) & Likelike Hwy (83)  
 180 Route 65, Kaneohe Bay Drive  
 181 Kamehameha Highway (83) to Vicinity of Kaimalu Place  
 182 Route 65, Kaneohe Bay Drive  
 183 Malae Place to Kailua Interchange (H-3)  
 184 Route 65, Mokapu Saddle Road  
 185 Kaneohe Bay Drive (65) to Ilipilo Street  
 186 Route 65, Mokapu Boulevard  
 187 Ilipilo Street to North Kalaheo Avenue  
 188 Route 72, Kalanianaʻole Highway  
 189 Waimanalo Junction to Ainakoa Avenue  
 190 Route 98, Vineyard Boulevard  
 191 H-1 Off-Ramp & Olomea Street to H-1 On-Ramp (Pedestrian Overpass)  
 192 Route 98, Halona Street  
 193 Houghtailing Street to Palama Street  
 194 Route 98, Olomea Street  
 195 Houghtailing Street to Palama Street  
 196 Route 7601, Old Waiālae Road (Kapiolani Interchange)  
 197 Kapiolani Boulevard to North King Street  
 198 Route 7801, Waiālae Avenue  
 199 17<sup>th</sup> Avenue to Kilauea Avenue  
 200 \*Route H-1, Middle Street (7415) to Ainakoa Avenue

201 Route H-3, Haiku Portal of Harano Tunnel to Kaneohe Marine Corp Base  
202 Bingham Street  
203 Punahou Street to Vicinity of Isenberg Street  
204 Funchal Street  
205 Pauoa Road to Pali Highway (61)  
206 Kapahulu Avenue  
207 Harding Avenue to Kapiolani Boulevard  
208 Keeaumoku Street  
209 Kinau Street to Kaihee Street  
210 Kokohead Avenue  
211 Harding Avenue to Pahoia Avenue  
212 Lunalilo Street  
213 Ernest Street to Keeaumoku Street  
214 McCully Street  
215 Beretania Street to Dole Street  
216 Metcalf Street  
217 Dole Street to Alexander Street  
218 Papaku Place  
219 Near Piikoi/H-1 On-Ramp (East)  
220 South King/ Harding Avenue  
221 Waialae Avenue (near Humane Society) to Second Avenue  
222 Waiaka Road  
223 Waiaka Place to Kapiolani Boulevard  
224 Waokanaka Street  
225

226 \*Note: Night work is required. Refer to Section 110.04 – Safety and  
227 Convenience  
228

229 **110.04 Safety and Convenience.** The Contractor shall at all times conduct  
230 his work to assure the least possible obstruction to public traffic. The safety and  
231 convenience of the general public and the protection of persons and property is  
232 of utmost importance, and the Contractor shall provide appropriate traffic control  
233 and safety measures. The Contractor and his employees shall treat members of  
234 the public in a fair and polite manner. Workers shall present a professional  
235 appearance and conduct themselves in a professional manner at all times.  
236

237 All Traffic control and safety measures shall be done in conformance with  
238 the “Administrative Rules of Hawaii Governing the Use of Traffic Control Devices  
239 at Work Sites on or Adjacent to Public Streets and Highways” adopted by the  
240 Director of Transportation, and the current U.S. Federal Highway Administration  
241 “Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways”,  
242 2009 Edition. Costs for traffic control shall include set-up and removal of all  
243 signs, cones, delineators, barricades, flag persons, police officers, arrow boards,  
244 etc., and shall be included in the PCC sidewalk, curb and/or gutter repair  
245 proposal price. See Section 645 – Work Zone Traffic Control for additional  
246 information.  
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248 Do not close traffic lanes or slow down traffic during the following peak  
249 hours:

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

Morning Peak Hours from 6:00 A.M. to 9:00 A.M. shall be observed for Interstate Routes H-2 and H-3, Likelike and Pali Highways, Nimitz Highway/Ala Moana Boulevard, and Fort Weaver Road.

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

Night work is required for Interstate Route H-1 (from Palailai Interchange to Ainakoa Avenue). The night work hours are from 10:00 P.M. to 4:30 A.M. Areas 1 and 4 are affected.

The Contractor must notify all private property owners in the vicinity where PCC sidewalk, curb and/or gutter repairs are performed in the event that the work may hinder access to their property. The Contractor must also secure permission prior to entering private property to do sidewalk, curb and/or gutter repair work, if any.

The Contractor shall remove debris daily and shall leave the work site in a condition equal to or cleaner than prior to commencing work. The Contractor shall be responsible for all hauling and lawful disposal of debris. Any unauthorized or illegal disposal is grounds for termination of the contract. No section of incomplete sidewalk, curb and/or gutter shall be left unshielded at the end of each work day.

**110.05 Hours of Operation.** The Contractor shall be available to provide the specified services during normal working hours and complete the services within the period specified in the work order. Normal working days and hours for the project are defined as Monday through Friday, 8:30 A.M. to 3:00 P.M., except for State holidays. Refer to Section 645 – Work Zone Traffic Control. Authorized Highways personnel will contact the Contractor to schedule work, as needed. All services requested after normal work hours may be charged in accordance with Subsection 107.04 – Overtime and Night Work.

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

**110.07 Work Orders.** Prepare a work order (Figure 2) for each PCC sidewalk, curb and/or gutter repair or group of sidewalk, curb and/or gutter repairs in the same location. The work order shall also include the construction time schedule. At certain work sites, erosion control plans or BMP plans will be requested by the Engineer. Submit the work order for approval to the Highways Division Field Engineer, Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii

297 96819. Work shall not be performed unless the Contractor receives an approved  
298 work order. The Engineer or his representative shall authorize any increases in  
299 total price.

300

301 **110.08 Basis of Payment.** Payment shall be made by purchase order.  
302 The Contractor shall submit monthly progress payments to the Oahu District  
303 Office, 727 Kakoi Street, Honolulu, Hawaii 96819, if services are rendered. (See  
304 Subsection 109.08 Progress Payments.”

305

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307

**END OF SECTION 110**

1 Amend **Section 601- STRUCTURAL CONCRETE** to read as follows:

2  
3 **“DIVISION 600 - MISCELLANEOUS CONSTRUCTION**

4  
5 **SECTION 601 - STRUCTURAL CONCRETE**

6  
7 **601.01 Description.** This section describes structural concrete consisting of  
8 Portland Cement, fine aggregate, coarse aggregate, and water. It may also include  
9 adding admixtures for the purpose of entraining air, retarding, or accelerating set,  
10 tinting, and other purposes as required or permitted. All concrete designs for  
11 structural concrete to be placed on HDOT Highway projects must use technology to  
12 reduce the embodied carbon footprint of concrete used in the highway infrastructure.  
13 e.g., carbon dioxide mineralization or equivalent technology such as C-S-H  
14 nanoparticle-based strength-enhancing admixture (CSH-SEA), or technology or  
15 material that allows the reduction in the size of the carbon footprint of the mix, e.g.,  
16 strength improving admixtures, supplementary cementitious materials (SCMs), or  
17 other Engineer accepted methods that can reduce the embodied carbon footprint of  
18 the concrete.

19  
20 **601.02 Materials.**

21	Portland Cement	701.01
22		
23	Fine Aggregate for Concrete	703.01
24		
25	Coarse Aggregate for Portland Cement Concrete	703.02
26		
27	Admixtures	711.03
28		
29	Water	712.01
30		
31	MacroSynthetic Fibers for Concrete Reinforcement	719

32  
33  
34 Use coarse aggregate for lightweight concrete conforming to ASTM C330  
35 except Sections 5, 7 and 9.

36  
37 **601.03 Construction.**

38  
39 **(A) Quality Control.** Portland Cement concrete production requires  
40 Contractor responsibility for quality control of materials during handling,  
41 blending, mixing, curing, and placement operations.  
42

## 601.03

43 Sample, test, and inspect concrete to ensure quality of the  
44 components, materials, and concrete. Sampling and testing for quality  
45 control must be performed by certified ACI Concrete Field Technician Grade I  
46 who must follow the requirements of the standard test methods. Perform  
47 quality control tests for the slump, air content, temperature, unit weight, a Box  
48 Test for slip form concrete, or other required properties during the production  
49 of structural concrete other than concrete for incidental construction. Submit  
50 quality control test results.

51  
52 **(B) Design and Designation of Concrete.** Design concrete mixture for  
53 concrete work specified. Submit mix designs using State Highways Division  
54 form DOT 4-151 or an Engineer accepted equivalent form. Do not start work  
55 until the Engineer accepts mix design. The Engineer will accept concrete mix  
56 design using information given in Table 601.03-1 - Design of Concrete, and  
57 other pertinent requirements.

58 Whenever 28-day compressive strength,  $f'_c$ , is 4,000 psi or greater,  
59 designate concrete by required minimum 28-day compressive strength.

60  
61 The 28-day compressive strength,  $f'_c$ , less than 4,000 psi listed in  
62 Table 601.03-1 – Design of Concrete (800 Maximum Cement Content  
63 lbs./c.y.), is for design information and designation of class only.

64  
65 Proportion concrete designated by compressive strength such that  
66 concrete conforms to required strength.

67  
68 Design concrete placed in bridge decks and pavements exposed to  
69 traffic wear, with air content of 3 percent, including entrapped and entrained  
70 air. Maintain air content for plastic concrete within tolerance of 1 percent air  
71 content, plus or minus, during the work.

72  
73 Use Class BD concrete in bridge deck unless concrete is designated  
74 by compressive strength. Incorporate anti-corrosion and shrinkage  
75 reduction, water-reducing and set-retarding admixture into concrete mix  
76 design, with capability of varying degree of retardation without adversely  
77 affecting other characteristics of concrete. Submit design admixture dosage.

78  
79 When type of concrete is not indicated in the contract documents, use  
80 Class A concrete.

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Design concrete as specified in Table 601.03-1 – Design of Concrete.

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<b>TABLE 601.03-1 - DESIGN OF CONCRETE (800 Maximum Cement Content lbs./c.y.)</b>					
<b>Class of Concrete</b>	<b>28-Day Strength f'<sub>c</sub>, psi.</b>	<b>Minimum Cement Content lbs./c.y.</b>	<b>Maximum Water-Cement Ratio, lb./lb.</b>	<b>Minimum Cement Content with Mineralized CO<sub>2</sub> lbs./c.y.</b>	<b>Maximum Water-Cement Ratio with Mineralized CO<sub>2</sub> lb./lb.</b>
A	3000	532	0.59	504	0.62
B	2500	475	0.66	450	0.70
C	2000	418	0.75	396	0.79
D	1500	380	0.85	360	0.87
BD	3750	610	0.49	NA	NA
SEAL	3000	610	0.55	NA	NA
Designated by Strength f' <sub>c</sub> or *f' <sub>r</sub>	As Specified	610	0.49	NA	NA

\*f'<sub>r</sub> = Specified Modulus of Rupture

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Proportion concrete materials in accordance with requirements of concrete designated by class, cement content in pounds per cubic yards, or specified 28-day compressive strength, using absolute volume method. Use volumetric proportioning methods as outlined in the American Concrete Institute (ACI) Standard 211.1, "Recommended Practices for Selecting Proportions for Normal and Heavyweight Concrete."

Use coarse aggregate size No. 57 (one inch to No. 4) or No. 67 (3/4 inch to No. 4) for concrete. For concrete placed in bottom slabs and stems of box girders, use No. 67 size aggregate. If accepted by the Engineer in writing, smaller size aggregates are permitted when encountering limited space between forms and reinforcement.

Use the following standard methods in Table 601.03-2 – Standard Methods for determining compliance with requirements indicated in this subsection:

<b>TABLE 601.03-2 – STANDARD METHODS</b>	
Sampling Fresh Mixed Concrete	AASHTO T 141
Mass Per Cubic Meter (Cubic Foot) Yield and Air Content (Gravimetric) of Concrete	AASHTO T 121
Slump of Hydraulic Cement Concrete	AASHTO T 119

Air Content of Freshly Mixed Concrete by the Pressure Method	AASHTO T 152
Specific Gravity and Absorption of Fine Aggregate	AASHTO T 84
Specific Gravity and Absorption of Coarse Aggregate	AASHTO T 85
Temperature of Freshly Mixed Portland Cement Concrete	ASTM C1064
Making and Curing Concrete Test Specimens in the Field	AASHTO R100
Compressive Strength of Molded Concrete Cylindrical Specimens	AASHTO T 22 (4 inch by 8 inch or 6 inch by 12 inch cylinders)
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	AASHTO T 97

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When concrete is designated by compressive strength,  $f'_c$ , or flexural strength,  $f'_r$ , or includes CO<sub>2</sub> Mineralization technology, CSH-SEA or SCMs, the Engineer will require prequalification of materials and mix proportions proposed for use before placing such concrete. The Engineer will prequalify concrete based on past performance records using statistical computations of population sizes and (n-1) weighting, or trial batch test reports in compliance with computed minimum average strength for material and mix proportions. The Engineer will determine minimum average strength on probability of not more than one in 20 tests falling below specified strength for the following conditions:

**(1)** When past performance records are available, furnish the following documented performance records:

**(a)** Minimum of 15 consecutive 28-day strength tests from projects having same materials and mix proportions.

**(b)** Two groups totaling 30 or more test results representing similar materials in which mix proportion strengths are within 20 percent of specified strength, from data obtained within one year of proposed use.

The Engineer will analyze performance records to establish standard deviation.

**(2)** When sufficient past performance records are not provided, the Engineer will assume current standard deviation to be 500 psi for compressive strength,  $f'_c$ , and 50 psi for flexural strength,  $f'_r$ .

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Unless sufficient performance records are available from other projects at DOT Materials Testing and Research Branch, submit test performance records or trial test reports for prequalifications, based on data of most recent tests made on concrete of proposed mix design, and data obtained within one year of proposed use.

When shrinkage reducing admixtures are used, submit test results showing compliance to the Contract Documents' requirements.

Include the following information in test data and trial batch test reports: date of mixing; mixing equipment and procedures used; size of batch in cubic yards and weight, type, and source of ingredients used; slump of concrete; air content of concrete when using air entraining agent; age at time of testing; and strength of concrete cylinders tested.

Show that concrete strength tests equal or exceed minimum average strength in trial test reports. Test is average 28-day test results of five consecutive concrete cylinders or concrete beams taken from single batch. No cylinder or beam shall have strength less than 85 percent of minimum average strength.

Submit test data and trial test reports signed by official of firm that performed tests.

The Engineer reserves the right to stop work when a series of low strength tests occur. Do not continue concrete work until cause is established and the Engineer is informed of and accepts, necessary corrective action to be taken.

**(C) Batching.** Measure and batch materials in accordance with the following provisions:

**(1) Portland Cement.** Either sacked or bulk cement may be used. Do not use fraction of sack of cement in concrete batch unless cement is weighed.

Weigh bulk cement on weighing device accepted by the Engineer. Seal and vent bulk cement-weighing hopper properly to preclude dusting during operation. Do not suspend discharge chute from weighing hopper. Arrange discharge chute so that cement will not lodge in hopper or leak from hopper.

Batching accuracy shall be within 1 percent, plus or minus, of required weight.

184           **(2) Water.** Measure water by volume or by weight. Use readily  
185 adjustable device for measurement of water, with accuracy within 1  
186 percent, plus or minus, of quantity of water required for batch.  
187 Arrange device so that variable pressure in water supply line does not  
188 affect measurements. Equip measuring tanks with outside taps and  
189 valves or other accepted means to allow for checking calibration.

190  
191           **(3) Aggregates.** When storing and stockpiling aggregates, avoid  
192 separation of coarse and fine particles within each size, and do not  
193 intermix various sizes before proportioning. Protect stored or  
194 stockpiled aggregates from dust or other foreign matter. Do not  
195 stockpile together, aggregates from different sources and of different  
196 gradations.

197  
198           When transporting aggregates from stockpiles or other sources to  
199 batching plant, ensure uniform grading of material is maintained. Do not use  
200 aggregates that have become segregated or mixed with earth or foreign  
201 matter. Stockpile or bin aggregates at least 12 hours before batching.  
202 Produce or handle aggregates by hydraulic methods and wash and drain  
203 aggregates. If aggregates exhibit high or non-uniform moisture content, the  
204 Engineer will order storage or stockpiling for more than 12 hours.

205  
206           Proportion aggregates by weight, with the exception that  
207 aggregates in concrete for minor structures, curbs, and sidewalks may  
208 be proportioned by either volume or weight. For volumetric  
209 proportioning, use measuring boxes of known capacity to measure  
210 quantity of each aggregate size.

211  
212           Use batch weight based on dry materials plus total weight of  
213 moisture (both absorbed and surface) contained in aggregate.  
214 Measure individual aggregates to within 2 percent, plus or minus, of  
215 required weight, and total weight of aggregates to within 1 percent,  
216 plus or minus, of required weight.

217  
218           **(4) Admixtures.** Store, proportion, and dispense admixtures in  
219 accordance with the following provisions:

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221           **(a) Liquid Admixtures.** Dispense chemical admixtures, air  
222 entraining admixtures, and corrosion inhibiting admixtures in  
223 liquid form. Use mechanical dispensers for liquid admixtures  
224 with sufficient capacity to measure prescribed quantity for each  
225 batch of concrete. Include graduated measuring unit in each  
226 dispenser to measure liquid admixtures to within 5 percent,  
227 plus or minus, of prescribed quantity for each batch. Read  
228 graduations accurately from point of measuring unit, and  
229 control proportioning operations to permit visual check of batch

230 accuracy before discharging. Mark each measuring unit clearly  
231 for type and quantity of admixture.

232  
233 Arrange with supplier to provide sampling device  
234 consisting of valve located in safe and accessible location for  
235 sampling admixtures.

236  
237 When using more than one liquid admixture for concrete  
238 mix, use separate measuring unit for each liquid admixture and  
239 dispense separately to avoid interaction that may interfere with  
240 admixture efficiency and adversely affect concrete. Dispense  
241 liquid admixture by injecting so as not to mix admixture at high  
242 concentrations.

243 When using liquid admixtures in concrete that is  
244 completely mixed in paving or continuous mixers, operate  
245 dispensers automatically with batching control equipment.  
246 Equip such dispensers with automatic warning system that  
247 shall provide visible or audible signals at points where  
248 proportioning operations are controlled, when the following  
249 occurs: quantity of admixture measured for each batch of  
250 concrete.

251  
252 Unless liquid admixtures are added to batch with  
253 pre-measured water, discharge liquid admixtures into stream of  
254 water that disperses admixtures uniformly throughout batch.  
255 An exception is that air-entraining admixtures may be  
256 dispensed directly into moist sand in batching bins, provided  
257 adequate control of concrete air content can be maintained.

258  
259 Measure and disperse special admixtures, as  
260 recommended by admixture manufacturer, and as accepted by  
261 the Engineer. Special admixtures include high-range water  
262 reducers requiring dosages greater than capacity of  
263 conventional dispensing equipment. For site-added, high-  
264 range water reducers, use calibrated, portable dispenser  
265 supplied by manufacturer.

266  
267 **(b) Mineral Admixtures.** Protect mineral admixtures from  
268 exposure to moisture until used. Pile sacked material of each  
269 shipment to permit access for tally, inspection, and  
270 identification.

271  
272 Provide adequate facilities to ensure that mineral  
273 admixtures meeting specified requirements are kept separate  
274 from other mineral admixtures and that only specified mineral  
275 admixtures are allowed to enter into the work. Provide safe

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276 and suitable facilities for sampling mineral admixtures at weigh  
277 hopper or in feed line immediately in advance of hopper.

278  
279 Incorporate mineral admixtures into concrete using  
280 equipment conforming to requirements for portland cement  
281 weigh hoppers and charging and discharging mechanisms  
282 specified in ASTM C94 and Subsection 601.03(C) - Batching.

283  
284 When concrete is completely mixed in stationary paving  
285 or continuous mixers, weigh mineral admixture in separate  
286 weigh hopper. Introduce mineral admixture and cement  
287 simultaneously into mixer, proportionately with aggregate.

288  
289 When interlocks are required for cement-charging  
290 mechanisms, and cement and mineral admixtures are weighed  
291 cumulatively, interlock their charging mechanisms to prevent  
292 introduction of mineral admixture until mass of cement in weigh  
293 hopper is within tolerances specified in Subsection  
294 601.03(C)(1) - Portland Cement.

295  
296 In determining maximum quantity of free water that may  
297 be used in concrete, consider mineral admixture to be cement.

298  
299 **(5) Bins and Scales.** At batching plant, use individual bins,  
300 hoppers, and scale for each aggregate size. Include separate bin,  
301 hopper, and scale for bulk cement and fly ash.

302  
303 Except when proportioning bulk cement for pavement or  
304 structures, cement weigh hopper may be attached to separate scale  
305 for individual weighing or to aggregate scale for cumulative weighing.  
306 If cement is weighed cumulatively, weigh cement before other  
307 ingredients.

308  
309 When proportioning for pavement or structures, keep bulk  
310 cement scale and weigh hopper separate and distinct from aggregate  
311 weighing equipment.

312  
313 Use springless-dial or beam-type batching scales. When using  
314 beam-type scales, make provisions to show operator that required  
315 load in weighing hopper is approaching. Use devices that show  
316 condition within last 200 pounds of load and within 50 pounds of  
317 overload.

318  
319 Maintain scale accuracy to 0.5 percent throughout range of  
320 use. Design poises to lock to prevent unauthorized change of  
321 position. Use scales inspected by the State Measurement Standards

322 Branch of the Department of Agriculture to ensure their continued  
323 accuracy. Provide not less than ten 50-pound weights for testing  
324 scales.

325  
326 Batching plants may be equipped to proportion aggregates and  
327 bulk cement by automatic weighing devices.

328  
329 **(6) Batching and Hauling.** When mixing is to be performed at  
330 work site, transport aggregates from batching plant to mixer in batch  
331 boxes, vehicle bodies, or other containers of adequate capacity and  
332 construction. Use partitions to separate batches and prevent spilling  
333 from one compartment to another while in transit or during dumping.

334  
335 Transport bulk cement to mixer in tight compartments carrying  
336 full quantity of cement required for batch. Once cement is placed in  
337 contact with aggregates, batches shall be mixed and placed within  
338 1-1/2 hours of contact. Cement in original shipping packages may be  
339 transported on top of aggregates. Ensure that each batch contains  
340 number of sacks required by job mix.

341  
342 Deliver batches to mixer intact. Charge each batch into mixer  
343 without loss of cement. When carrying more than one batch on truck,  
344 charge batch into mixer without spilling material from one batch  
345 compartment into another.

346  
347 **(D) Mixing.** Mix concrete in mechanically operated mixers. When  
348 accepted by the Engineer, batches not exceeding 1/3 cubic yard may be  
349 hand mixed in accordance with methods described at end of this subsection.

350  
351 Use stationary or truck mixers that distribute materials thoroughly and  
352 produce concrete uniform in color and appearance. When there is variation  
353 in mixed concrete attributable to worn pickup or throw-over blades, the  
354 Engineer will inspect mixer. If inspection reveals that blades are worn more  
355 than one inch below original height of manufacturer's design, repair or  
356 replace blades. Upon request, make copy of manufacturer's design, showing  
357 dimensions and arrangement of blades.

358  
359 Charge batches into central or truck mixers so that portion of mixing  
360 water enters ahead of cement and aggregates. Deliver uniform flow of water.

361 Place entire amount of batch water in mixer by end of first quarter of mixing  
362 period. When mixers with multiple compartment drums are used, time  
363 required to transfer material between compartments will be included as  
364 mixing time. Use drum rotation speed as designated by manufacturer. If  
365 mixing does not produce concrete of uniform and smooth texture, provide  
366 additional revolutions at same speed until thorough mixing of each concrete  
367 batch is attained. Begin measuring mixing time from time cement,

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368 aggregates, and 60 percent of water are in drum. Do not exceed  
369 manufacturer's rated capacity for volume of concrete mixed in each batch.

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Equip central or truck mixers with attachment for automatically timing mixing of each concrete batch. Timing device shall include automatic feature for locking discharge chute and device for warning operator when required mixing duration has been met. If timing or locking device fails to operate, immediately furnish clock or watch that indicates seconds, to mixer operator. If timing device is not repaired within three days after becoming inoperative, shut down batching operation until timing device is repaired.

For stationary mixers, use mixing time between 50 seconds and 5 minutes. Select mixing time, as necessary, to produce concrete that meets uniformity criteria when tested in accordance with Section 11.3.3 of ASTM C94. The Contractor may designate mixing time for which uniformity tests are to be performed, provided mixing time is not less than 50 seconds or more than 5 minutes. Before using concrete for pavements or structures, mix concrete to meet specified uniformity requirements. The Contractor shall furnish labor, sampling equipment, and materials required for conducting uniformity tests of concrete mixture. The Engineer will furnish required testing equipment, including scales, cubic measure, and air meter; and will perform tests. The Engineer will not pay separately for labor, equipment, materials, or testing, but will consider the costs incidental to concrete. After batching and mixing operational procedures are established, the Engineer will not allow changes in procedures without the Contractor re-establishing procedures by conducting uniformity tests. Repeat mixer performance tests whenever appearance of concrete or coarse aggregate content of samples is not conforming to requirements of ASTM C94. For truck mixers, add four seconds to specified mixing time if timing starts as soon as skip reaches its maximum raised position.

Unless otherwise indicated in the contract documents or accepted by the Engineer, concrete shall be mixed at proportioning plant. Operate mixer at agitating speed while in transit. Concrete may be truck-mixed only when cement or cement and mixing water are added at point of delivery. Begin mixing truck-mixed concrete immediately after introduction of mixing water to cement and aggregates, or introduction of cement to aggregates.

Inclined-axis, revolving drum truck mixers shall conform to Truck Mixer, Agitator and Front Discharge Concrete Carrier Standards TMMB 100-01, 15th Revision, published by Truck Mixer Manufacturers Bureau. Truck mixers shall produce thoroughly mixed and uniform mass of concrete and shall discharge concrete without segregation.

Manufacturer's standard metal rating plate shall be attached to each truck mixer, stating maximum rating capacity in terms of volume of mixed

414 concrete for various uses; and maximum and minimum mixing speeds.  
415 When using truck mixers for mixing, adhere to maximum capacity shown on  
416 metal rating plate for volume of concrete in each batch.

417

418 Operate truck mixers at mixing speed designated by manufacturer, but  
419 at not less than 6 or more than 18 revolutions per minute. Mix truck-mixed  
420 concrete initially between 70 and 100 revolutions at manufacturer-designated  
421 mixing speed, after ingredients, including water, are in mixer. Water may be  
422 added to mixture not more than two times after initial mixing is completed.  
423 Each time that water is added, turn drum an additional 30 revolutions or more  
424 at mixing speed until concrete is mixed uniformly.

425

426 When furnishing shrink-mixed concrete, transfer partially mixed  
427 concrete at central plant to truck mixer. Apply requirements for truck-mixed  
428 concrete. The Engineer will not credit number of revolutions at mixing speed  
429 for partial mixing in central plant.

429

430 When accepted by the Engineer, concrete batches not exceeding 1/3  
431 cubic yard may be hand mixed on a watertight, level platform. Measure  
432 proper amount of coarse aggregate in measuring boxes and spread on  
433 platform. Spread fine aggregate on that coarse aggregate layer. Limit  
434 coarse and fine aggregate layers to total depth of one foot. Spread dry  
435 cement on this mixture. Turn whole mass not less than two times dry. Add  
436 sufficient clean water, distributed evenly. Turn whole mass again, not less  
437 than three times, not including placing in carriers or forms.

438

439 **(E) Transporting Mixed Concrete.** Transport central-mixed concrete to  
440 delivery point in truck agitators or truck mixers operating at speed designated  
441 by equipment manufacturer as agitating speed; or in non-agitating hauling  
442 equipment, provided consistency and workability of mixed concrete upon  
443 discharge at delivery point is suitable for placement and consolidation in  
444 place; and provided mixed concrete after hauling to delivery point conforms  
445 to uniformity criteria when tested as specified in Section 12.5 of ASTM C94.

446

447 For revolving drum truck mixers transporting central-mixed concrete,  
448 limit concrete volume to manufacturer's rated capacity for agitator operation.  
449 Maintain agitating speed for both revolving drum mixers and revolving blade  
450 type agitators as designated on manufacturer's data plate. Equip truck  
451 mixers or truck agitators with electrically or mechanically actuated counters.  
452 Actuate counters after introducing cement to aggregates.

453

454 Bodies of non-agitating hauling equipment shall be smooth, watertight,  
455 metal containers equipped with gates to permit control of concrete discharge.

456 Protect open-topped haul vehicle against weather with cover accepted by  
457 the Engineer. When hauling concrete in non-agitating trucks, complete  
458 discharge within 30 minutes after introducing mixing water to cement and  
459 aggregates.

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When truck mixer or agitator is used for transporting central-mixed concrete to delivery point, complete discharge within 1-1/2 hours, or before 250 revolutions of drum or blades, whichever comes first after introduction of mixing water to cement and aggregates, or cement to aggregates. For truck-mixed concrete, complete concrete discharge within 1-1/2 hours, or before 300 revolutions of drum or blades, whichever comes first. These limitations are permitted to waived if concrete is of such slump after the 1-1/2 hour time or 300-revolution limit has been reached, that it can be placed, without addition of water to the batch.

Submit delivery tickets from manufacturers of truck-mixed concrete and central-mixed concrete with each truckload of concrete before unloading at jobsite. Printed, stamped, or written delivery ticket shall include the following information:

- (1) Name of concrete plants.
- (2) Serial number of ticket.
- (3) Date and truck number.
- (4) Name of Contractor.
- (5) Specific project, route, or designation of job (name and location).
- (6) Specific class or designation of concrete in accordance with contract documents.
- (7) Quantity of concrete in cubic yards.
- (8) Time of loading batch or mixing of cement and aggregates.
- (9) Water added by receiver of concrete and receiver's initials.
- (10) Information necessary to calculate total mixing water added by producer. Total mixing water includes free water on aggregates, water, and water added by truck operator from mixer tank.
- (11) Readings of non-resettable revolution counters of truck mixers after introduction of cement to aggregates, or introduction of mixing water to cement aggregates.
- (12) Supplier's mix number or code.

506 Furnish additional information designated by the Engineer and  
507 required by job specifications upon request.

508  
509 **(F) Consistency.** Regulate quantity of water used in concrete mixes so  
510 that concrete consistency, as determined by AASHTO T 119 test method, is  
511 within nominal slump range specified in Table 601.03-3 - Slump for Concrete.  
512 If concrete slump exceeds nominal slump, adjust mixture of subsequent  
513 batches. If slump exceeds maximum slump, the Engineer will reject concrete  
514 unless deemed satisfactory for its use.

515  
516 The Engineer will also reject harsh or unworkable concrete that cannot  
517 be properly placed. Remove rejected concrete at no increase in contract  
518 price or contract time.

519  
520 Slump for concrete shall be as specified in Table 601.03-3 – Slump for  
521 Concrete.

TABLE 601.03-3 - SLUMP FOR CONCRETE		
Type of Work	Nominal Slump Inches	Maximum Slump Inches
Concrete Pavements	0 – 3	3-1/2
Reinforced Concrete Structures:		
Sections Over 12 Inches	0 – 4	5
Sections 12 Inches Thick or Less	2 – 5	6
Non-Reinforced Concrete Facilities	1 – 3	4
Concrete Placed Underwater	6 – 8	9
Bridge Decks	0 – 3	3-1/2

523  
524 In adverse or difficult conditions that may affect placement of concrete,  
525 the above slump limitations may be exceeded for placement workability, with  
526 the addition of admixture conforming to Subsection 711.03 - Admixtures, if  
527 accepted by the Engineer in writing and provided water-cement ratio is  
528 maintained. Provide additional cement and water, or admixture at no  
529 increase in contract price or contract time.

530  
531 **(G) Forms.** Construct forms in accordance with applicable sections.

532  
533 **(H) Placing Concrete.** Place concrete in accordance with applicable  
534 sections.

535  
536 **(I) Finishing Concrete Surfaces.** Finish concrete surfaces in  
537 accordance with applicable sections.

538  
539 **(J) Curing Concrete.** Cure concrete in accordance with applicable

**601.03**

540 sections.

541

542 **601.04 Measurement.** The Engineer will measure concrete in accordance with  
543 the applicable sections.

544 **601.05 Payment.** The Engineer will pay for the accepted concrete under the  
545 applicable sections.

546

547

548

**END OF SECTION 601**

1 Amend “Section 634 – PORTLAND CEMENT CONCRETE SIDEWALKS” to  
2 read as follows:

3  
4 “SECTION 634 – PORTLAND CEMENT CONCRETE SIDEWALKS

5  
6 **634.01 Description.** This section describes constructing Portland  
7 cement concrete sidewalks.

8  
9 **634.02 Materials.**

10  
11 Structural Concrete 601  
12  
13 Aggregate for Untreated Base 703.06  
14  
15 Joint Filler 705.01  
16  
17 Welded Wire Fabric Reinforcement 709.01(C)

18  
19 **634.03 Construction.**

- 20  
21 **(A) Excavating.** Excavate to a required depth, remove  
22 unsuitable material, and compact subgrade to firm, even surface in  
23 accordance with Subsection 203.03(A)(4) – Sub excavation.  
24  
25 **(B) Forms.** Use full-depth of wood or metal forms that are  
26 straight, free of warp and sufficient strength to resist pressure of  
27 concrete without springing. Brace and stake forms to remain in  
28 both horizontal and vertical alignment until removal.  
29  
30 **(C) Bed Course.** Use aggregate for untreated base conforming  
31 to Subsection 703.06 – Aggregate for Untreated Base, as bed  
32 course material. Place the bed course material a minimum of 4  
33 inches in depth. Compact with three passes of lightweight  
34 mechanical tamper, roller, or vibratory system.  
35  
36 **(D) Reinforcement.** Provide welded wire reinforcement, in  
37 accordance with Section 602 – Reinforcing Steel.  
38  
39 **(E) Placing Concrete.** Moisten aggregate and forms to saturated,  
40 surface-dry condition immediately before placing concrete. Place  
41 concrete sidewalk 4 inches thick according to Section 503 –  
42 Concrete Structures.  
43  
44 **(F) Finishing.** Finish the concrete in accordance with Subsection  
45 503.03(M)(3)(b) – Sidewalks and Median Strips. Do not plaster  
46 surface. Use edging tool with 1/4-inch radius to finish outside  
47 edges of sidewalk. Finish sidewalk as plane surface with 2 percent

48 (allowable construction tolerance of plus or minus 0.4 percent  
49 maximum) cross slope towards roadway. Test surface of concrete  
50 sidewalk with 10-foot straightedge. Correct any deviation in excess  
51 of 1/4-inch. Optional shorter straightedge of less than 10 feet may  
52 be required, i.e. 5-foot straightedge with max deviation of 1/8-inch.  
53 The surface finishes of the new sidewalk match the existing  
54 finishes.

55  
56 **(G) Joints.** Match joints with curb or pavement joints.

57  
58 **(1) Expansion Joints.** Use 1/2-inch thick preformed expansion  
59 joint filler at fixed structures, such as buildings, bridges, or  
60 walls, and at curb ramps. Extend preformed expansion joint  
61 filler from bottom of sidewalk to approximately 1/4-inch below  
62 top of sidewalk.

63  
64 **(2) Weakened-Plane Joints.** Divide sidewalk between  
65 expansion or construction joints into sections approximately 5  
66 feet in length by providing transverse, weakened-plane joints.  
67 Provide transverse, weakened-plane joints when time period  
68 between consecutive concrete placements is more than 45  
69 minutes.

70  
71 Where sidewalks are more than 7 feet in width,  
72 provide longitudinal, weakened-plane joints to obtain secure  
73 uniform blocks that are approximately square.

74  
75 Provide weakened-plane joints where corners of drop  
76 inlets project into sidewalk. Form weakened-plane joints to 1-  
77 inch minimum depth and approximately 1/8-inch width using  
78 scoring tool, saw, or other means acceptable to the Engineer.

79  
80 **(3) Construction Joints.** Form construction joints around  
81 appurtenances such as manholes and utility poles extending  
82 through entire sidewalk. Provide 1/4-inch thick preformed  
83 expansion joint filler for full depth of joints.

84  
85 **(H) Curing.** Cure concrete for at least 72 hours in accordance with  
86 Subsection 503.03(L) – Curing Methods. Protect concrete from  
87 pedestrian traffic for 72 hours and from vehicular traffic for 7 days.

88  
89 **(I) Backfilling or Dressing.** After sidewalk has set, fill or dress  
90 remaining excavated areas with material acceptable to the  
91 Engineer. Place and tamp fill in lifts up to 6 inches in depth.

92  
93 **(J) Transitions.** The Portland Cement Concrete sidewalk shall be  
94 longitudinally transitioned no less than 6 feet to existing utility boxes

95 that are not adjusted. The 6 foot longitudinal transition shall also  
96 apply when the new sidewalk is higher or lower than the existing  
97 sidewalk and when tying into existing sidewalks within the State  
98 Highway right-of-way.  
99

100 **(K) Miscellaneous.** The Contractor shall hire the services of a  
101 current International Society of Arboriculture (ISA) Certified Arborist  
102 when there are tree roots within the sidewalk. The Arborist shall  
103 have a minimum of 3 years ISA certification.  
104

105 Cut the tree roots within the sidewalk limits and treat the cut  
106 roots as recommended by the arborist.  
107

108 **634.04 Measurement.** Portland cement concrete sidewalks will be  
109 measured per square yard complete in place.  
110

111 The Engineer will measure the removal and disposal of existing Portland  
112 cement concrete sidewalks per square yard in accordance with the contract  
113 documents.  
114

115 The Engineer will not measure excavation of unsuitable material and  
116 backfill or dress with acceptable material for payment.  
117

118 **634.05 Payment.** The Engineer will pay for the accepted quantities of  
119 Portland cement concrete sidewalk at the contract unit price per square yard  
120 complete in place. The cost of removing existing Portland cement concrete  
121 sidewalks shall not be included in the cost of Portland cement concrete  
122 sidewalks, and shall not exceed 10 percent of the cost of Portland cement  
123 concrete sidewalks. A premium of 25% will be added to the pay items listed  
124 below when the Contractor is ordered by the State to perform night work or work  
125 beyond specified normal working hours.  
126

127 Payment will be full compensation for work prescribed in this section and  
128 contract documents.  
129

130 The Engineer will pay for following pay item when included in proposal  
131 schedule:  
132

133 <b>Pay Item</b>	134 <b>Pay Unit</b>
135 4-Inch Portland Cement Concrete Sidewalk	136 Square Yard
137 Removing Existing PCC Sidewalk	138 Square Yard

139  
140  
141 **END OF SECTION 634**

**HWY-OM-2022-38R**  
**634-3a**

**2/9/2022**

1           **SECTION 638 – PORTLAND CEMENT CONCRETE CURB AND GUTTER**

2  
3    Make the following amendments to said Section:

4  
5    **(I)**    Amend **638.04 – Measurement** by revising lines 130 to 131 to read as  
6 follows:

7  
8    **“638.04 Measurement.** The Engineer will measure curb and/or gutter, both  
9 new and reset, by the linear foot. The Engineer will measure along the front face  
10 of the curb at the finished grade elevation. If the Engineer measures gutter  
11 separately, the Engineer will measure gutter along the front face of the gutter.  
12 The Engineer will not make deduction in gutter length for drainage  
13 appurtenances installed such as catch basins and drop inlets.

14  
15           The Engineer will measure the removal and disposal of the existing  
16 Portland cement concrete curbs and gutters per linear foot in accordance with  
17 the contract documents.

18  
19           The Engineer will measure curb and/or gutter transition for payment as  
20 follows:

21

<b>From</b>	<b>To</b>	<b>Measurement for Payment</b>
Cast-in-place Curb or Precast Curb	Cast-in-place Curb and Gutter	Cast-in-place Curb and Gutter
Cast-in-place Curb and Gutter	Precast Curb and Cast-in-place Gutter	Cast-in-place Curb and Gutter
Cast-in-place Curb and Gutter Type _____	Cast-in-place Curb and Gutter Type _____	Cast-in-place Curb and Gutter 1/2 of Transition to each type
Cast-in-place Curb Type _____	Cast-in-place Curb Type _____	Cast-in-place Curb 1/2 of Transition to each type

22  
23           The Engineer will measure precast concrete drop curb and driveway curb  
24 or cast-in-place integral driveway curb and gutter under the adjacent normal curb  
25 and/or gutter.”

27 (II) Amend **638.05 – Payment** by revising lines 133 to 148 to read as follows:

28

29 **“638.05 Payment.** The Engineer will pay for the accepted quantities of curb  
30 and/or gutter at the contract unit price per linear foot for each type of curb and/or  
31 gutter specified.

32

33 Payment will be full compensation for work prescribed in this section and  
34 contract documents.

35

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

38

Pay Item	Pay Unit
Curb, Type 2D	Linear Foot
Curb and Gutter, Type 2DG	Linear Foot
Removing Existing _____	Linear Foot”

46

47

48

49

50

**END OF SECTION 638**

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

2  
3    Make the following amendments to said Section:

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

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

11  
12   **(II)**    Amend **645.03 (B) Construction Signs** from line 162 to 169 by changing  
13    all references to “Construction Signs” to read “**Work Zone Signs**”.

14  
15   **(III)**   Amend **645.03 (F) Lane Closures** from line 253 to 270 to read as follows:

16  
17            “For the island of Oahu, no lane closures will be allowed during 24-hour  
18    periods as follows:

- 19  
20                   **(1)**    Holidays (Midnight to Midnight).
- 21  
22                   **(2)**    Day before and day after Thanksgiving Day (Midnight to  
23                    Midnight).
- 24  
25                   **(3)**    Holiday period for Christmas and New Years (Two Weeks  
26                    prior to Christmas and the week between Christmas and New  
27                    Years).
- 28  
29                   **(4)**    Other dates of events indicated in the contract documents.”

30  
31   **(IV)**    Amend **Subsection 645.04 - Measurement** from lines 394 to 403 to read:

32  
33    **“645.04    Measurement.**    The Engineer will not measure Traffic Control for  
34    payment.    The Engineer will not measure Additional Police Officers, Additional  
35    Traffic Control Devices, and Advertisement for payment such as hiring the  
36    services of additional Police Officers that the Engineer requested; furnishing,  
37    installing, maintaining and removing the additional devices; and inserting the legal  
38    notices required by the Engineer.

39  
40            The Engineer will measure Electronic Message Boards per each on a daily  
41    basis in accordance with the contract documents.”

42  
43   **(V)**    Amend **Subsection 645.05 - Payment** from lines 405 to 430 to read:

44  
45    **“645.05    Payment.**        The Engineer will not pay for the Traffic Control  
46    separately.    The Engineer will consider the cost for Traffic Control as included in  
47    the contract price of the various contract items.    The cost for traffic control shall

48 include set-up and removal of all signs, cones, delineators, barricades, flag  
49 persons, police officers, and arrow boards and shall be included in the contract  
50 price of the various contract items in Section 634 – Portland Cement Concrete  
51 Sidewalks.

52  
53 The Engineer will pay for the accepted Electronic Message Boards at the  
54 contract price per each on a daily basis. The price includes full compensation  
55 for renting/furnishing, installing, setting up, maintaining and removing one  
56 electronic message board for a 24-hour period and furnishing labor, materials,  
57 tools, equipment, and incidentals necessary to operate the Electronic Message  
58 Boards.

59  
60 The Engineer will pay for the following pay item when included in the  
61 proposal schedule:

Pay Item	Pay Unit
Electronic Message Board (per day)	Each”

62  
63  
64  
65  
66  
67  
68  
69

**END OF SECTION 645**



1 Amend **Section 701 – HYDRAULIC CEMENT** to read as follows:

2  
3 **“DIVISION 700 - MATERIALS**

4  
5 **SECTION 701 - HYDRAULIC CEMENT**

6  
7 **701.01 Portland Cement.** Portland cement shall consist of Type I or Type II portland  
8 cement, Type IL portland-limestone cement, or Type IP portland-pozzolan cement.

9  
10 Type I and Type II portland cement shall conform to AASHTO M 85 and the 28-day  
11 compressive strength requirement cited in AASHTO M 85, Table 4.

12  
13 Type IL portland-limestone cement and Type IP portland-pozzolan cement shall  
14 conform to AASHTO M 240.

15  
16 Mineral admixtures may be used to replace a portion of the required portland cement  
17 in accordance with Subsection 711.03 - Admixtures.

18  
19 Safe and suitable facilities for sampling cement shall be provided at the weigh  
20 hopper or in the feedline immediately in advance of the hopper. Cement shall be stored in  
21 a weathertight building that will protect cement from dampness and minimize warehouse  
22 set, and stored in such a manner to permit easy access for proper inspection and  
23 identification of each shipment.

24  
25 Cement which for any reason has become partially set or which contains caked  
26 lumps shall not be used.

27  
28 Different types of cement shall not be mixed or used in the same unit of construction.  
29 Cement used in the manufacture of cast-in-place concrete for exposed surfaces of like  
30 elements of a structure shall be from the same mill.

31  
32 Certificate of compliance that complies with Subsection 106.07 – Certificate of  
33 Compliance shall be submitted to the Engineer before using any cement. Certificate of  
34 compliance shall include pertinent information as to the type of cement; and applicable  
35 chemical and physical test results from samples taken at local distribution sites or concrete  
36 batch plants.

37  
38 Once certificate of compliance has been accepted, the Engineer may permit use of  
39 cement before release by the laboratory. Cement furnished without an accepted certificate  
40 of compliance shall not be used until the Engineer has had sufficient time to make  
41 appropriate tests and has accepted cement for use.

42  
43 If cement does not conform to requirements of the contract documents, as  
44 determined by laboratory test samples, use of cement from the same source shall be  
45 delayed until the Engineer can make tests on each cement lot delivered.

46 **END OF SECTION 701**

**HWY-OM-2022-38R**  
**701-1a**

**AREA 2** - - - - -

- ROUTE 76 FORT WEAVER ROAD
- ROUTE 93 FARRINGTON HIGHWAY  
FARRINGTON HIGHWAY (MAKAKILO INTERCHANGE)
- ROUTE 95 KALALELOA BOULEVARD
- ROUTE 750 KUNIA ROAD
- ROUTE 901 FORT BARRETTE ROAD
- ROUTE 7101 FARRINGTON HIGHWAY
- ROUTE 7110 FARRINGTON HIGHWAY
- ROUTE 7141 IROQUOIS ROAD
- ROUTE 7142 WAIPAHU STREET
- ROUTE H-1 KALAELOA BOULEVARD TO WAIAWA INTERCHANGE

**AREA 1** - - - - -

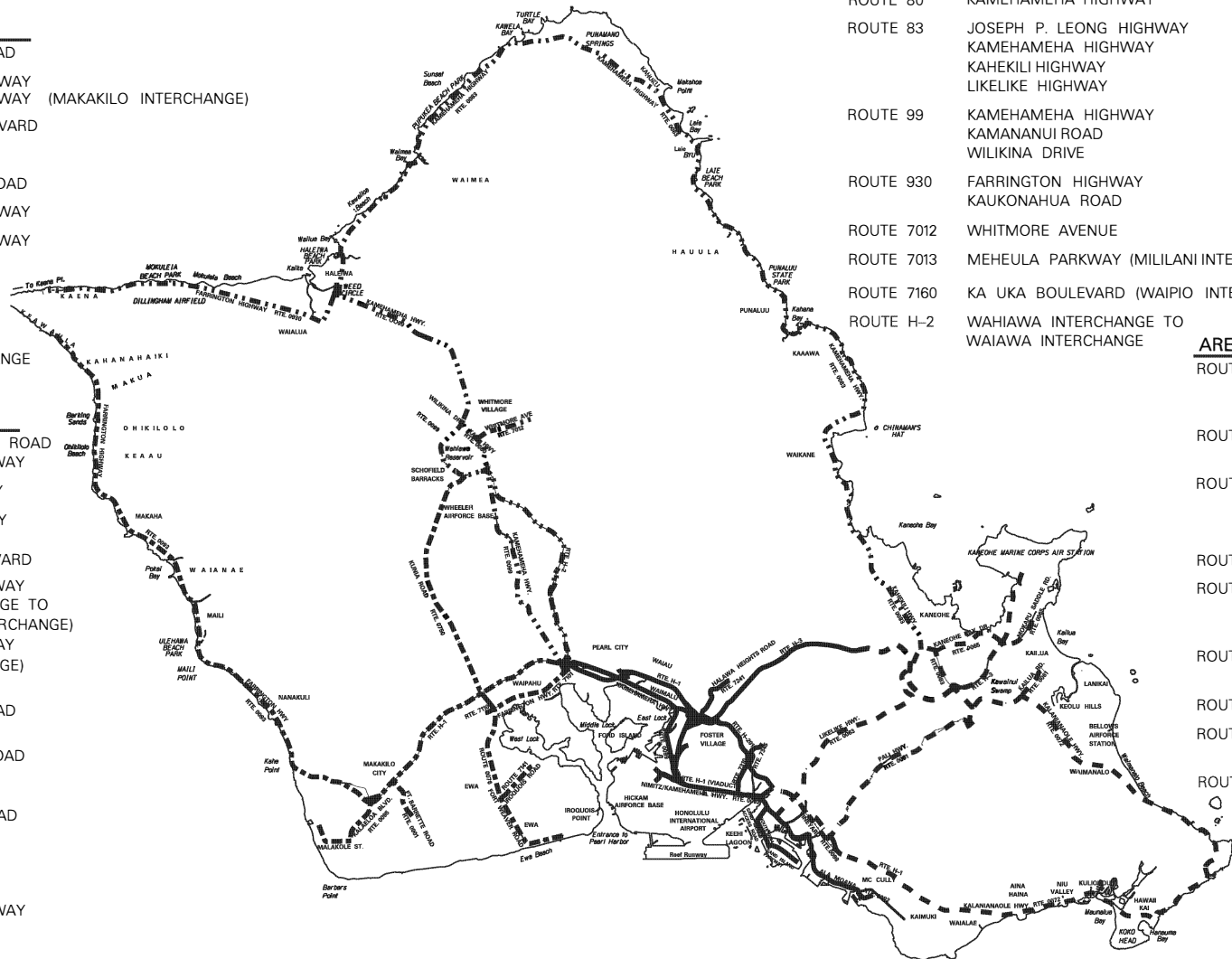
- ROUTE 64 SAND ISLAND ACCESS ROAD  
SAND ISLAND PARKWAY
- ROUTE 78 MOANALUA FREEWAY
- ROUTE 92 KAM-NIMITZ HIGHWAY  
NIMITZ HIGHWAY  
ALA MOANA BOULEVARD
- ROUTE 99 KAMEHAMEHA HIGHWAY  
(WAIAWA INTERCHANGE TO PEARL HARBOR INTERCHANGE)  
FARRINGTON HIGHWAY  
(WAIAWA INTERCHANGE)
- ROUTE 7239 ULUNE STREET  
HALAWA VALLEY ROAD
- ROUTE 7241 KAHUAPAANI STREET  
HALAWA HEIGHTS ROAD
- ROUTE 7310 PUULOA ROAD
- ROUTE 7345 JARRETTE WHITE ROAD
- ROUTE 7350 BOUGAINVILLE DRIVE
- ROUTE 7351 RADFORD DRIVE
- ROUTE 7401 KAMEHAMEHA HIGHWAY
- ROUTE 7413 LILIHA STREET
- ROUTE 7415 MIDDLE STREET
- ROUTE H-1 WAIAWA INTERCHANGE TO MIDDLE STREET
- ROUTE H-3 HALAWA INTERCHANGE TO HALAWA PORTAL OF HARANO TUNNEL
- ROUTE H201 MOANALUA FREEWAY

**AREA 3** - - - - -

- ROUTE 80 KAMEHAMEHA HIGHWAY
- ROUTE 83 JOSEPH P. LEONG HIGHWAY  
KAMEHAMEHA HIGHWAY  
KAHEKILI HIGHWAY  
LIKELIKE HIGHWAY
- ROUTE 99 KAMEHAMEHA HIGHWAY  
KAMANANUI ROAD  
WILIKINA DRIVE
- ROUTE 930 FARRINGTON HIGHWAY  
KAUKONAHUA ROAD
- ROUTE 7012 WHITMORE AVENUE
- ROUTE 7013 MEHEULA PARKWAY (MILILANI INTERCHANGE)
- ROUTE 7160 KA UKA BOULEVARD (WAIPIO INTERCHANGE)
- ROUTE H-2 WAIHAWA INTERCHANGE TO WAIAWA INTERCHANGE

**AREA 4** - - - - -

- ROUTE 61 PALI HIGHWAY  
KALANIANAOLE HIGHWAY  
KAILUA ROAD
- ROUTE 63 KALIHI STREET  
LIKELIKE HIGHWAY
- ROUTE 65 KANEOHE BAY DRIVE  
MOKAPU SADDLE ROAD  
MOKAPU BOULEVARD
- ROUTE 72 KALANIANAOLE HIGHWAY
- ROUTE 98 VINEYARD BOULEVARD  
HALONA STREET  
OLOMEA STREET
- ROUTE 7601 OLD WAIALAE ROAD  
(KAPIOLANI INTERCHANGE)
- ROUTE 7801 WAIALAE AVENUE
- ROUTE H-1 MIDDLE STREET TO AINAKOIA AVENUE
- ROUTE H-3 HAIKU PORTAL OF HARANO TUNNEL TO KANEOHE MARINE CORP BASE



**ISLAND OF OAHU**

Note: There are numerous side streets with or without route numbers along State highways where State Jurisdiction extends various distances into side streets.  
This map does not show all Hawaii Department of Transportation Jurisdiction as stated in Section 110.03 - Areas of Coverage.

**HWY-OM-2022-38R  
FIGURE 1**

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

**WORK ORDER FORM**

Tracking Number:

Time:

Date:

Name:

Company Name

Address:

City:

Zip Code:

Phone

Home:

Business:

Area:

Route:

Loc.:

Remarks:

Route Name:

Call Rec. By:

Ref. To:

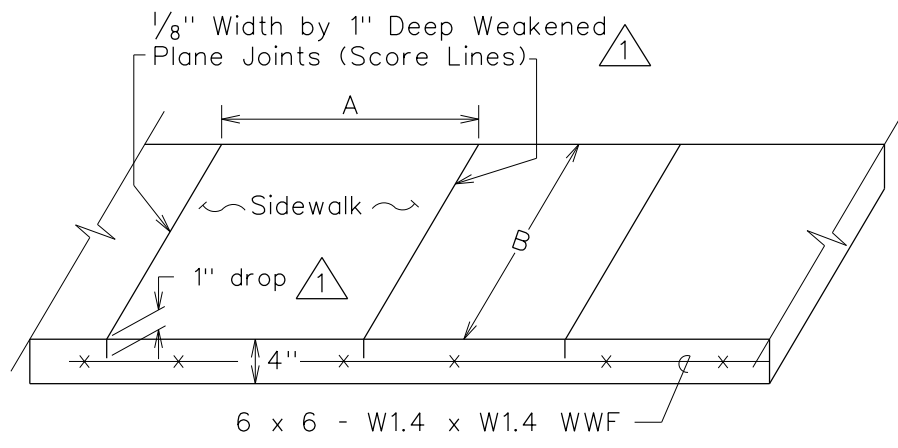
Act. taken:

Comp. date:

Sign:

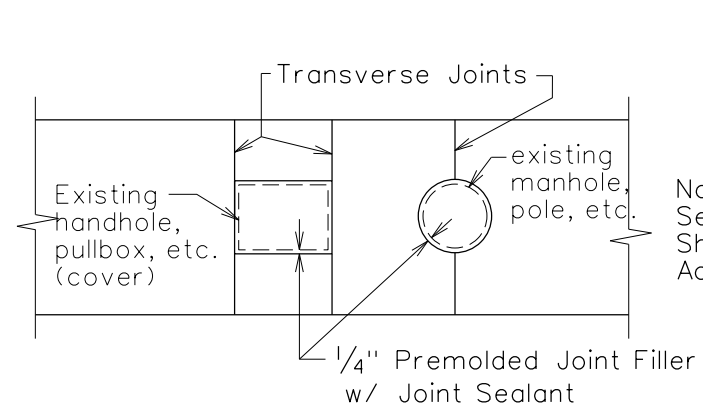
Ref. W/O:

Tort:

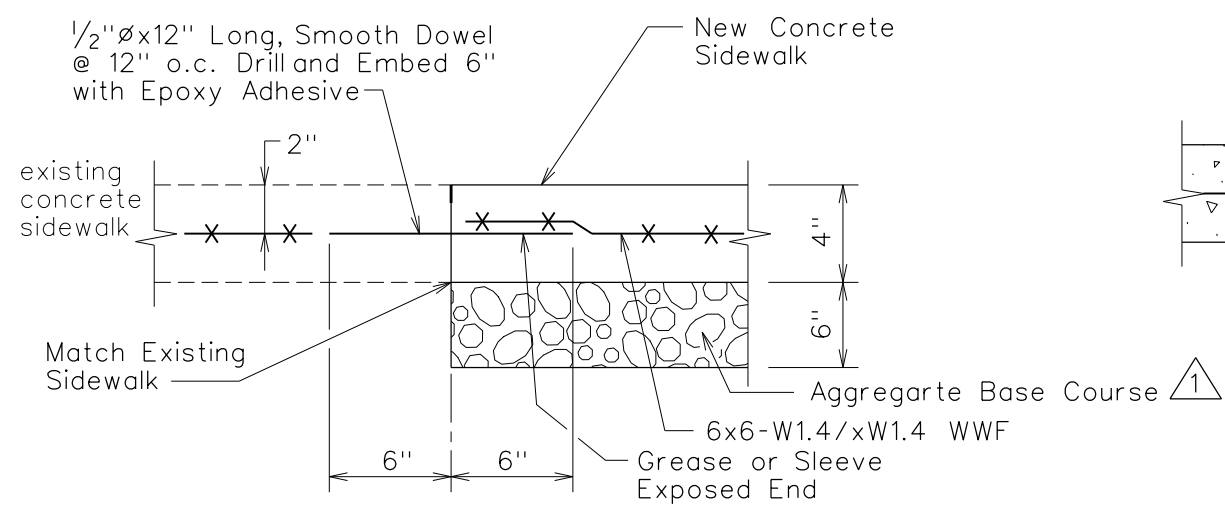


- Notes:**
1. Joint Dimensions: (B/A or A/B) < 1.25 and (A or B) not to exceed 7'-0"
  2. Longitudinal Joints shall be similar to Transverse Joints.
  3. Special Design to be used where A or B > 7'-0"

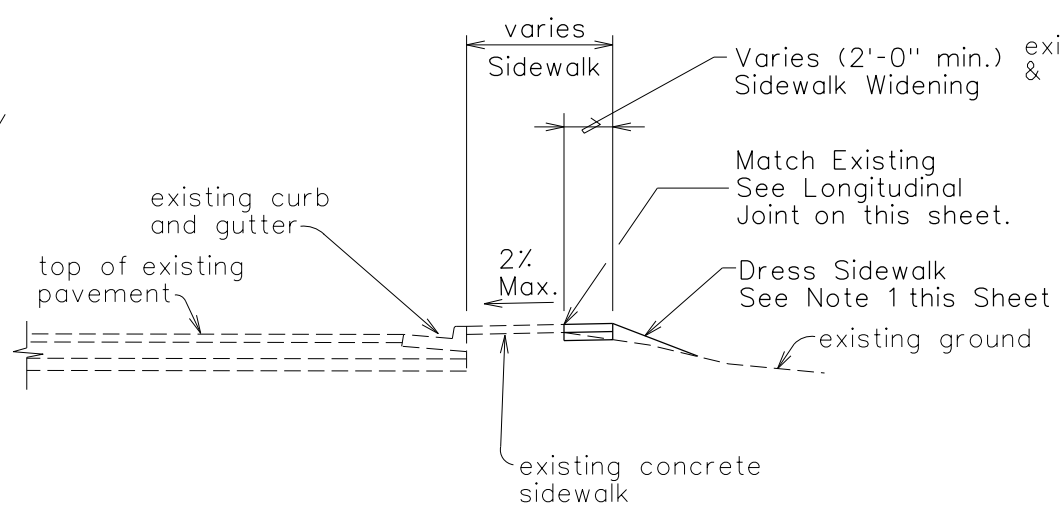
**1 SIDEWALK CONTRACTION JOINT DETAIL**



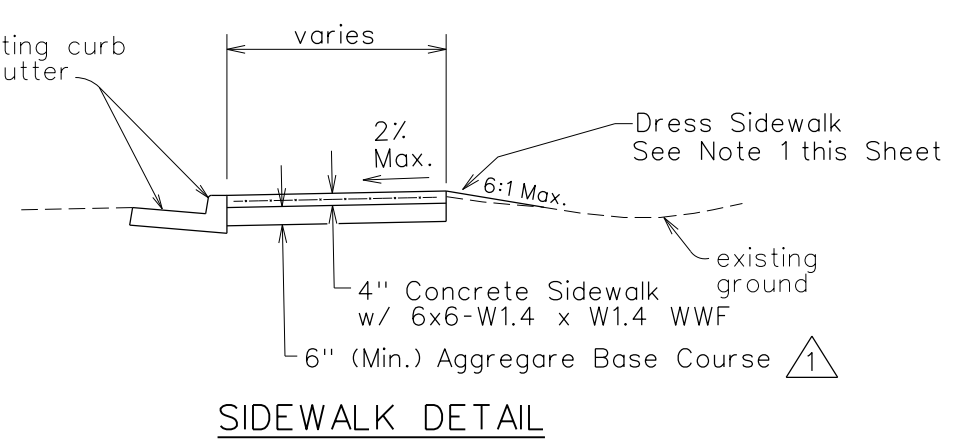
**SIDEWALK ISOLATION JOINT DETAIL**



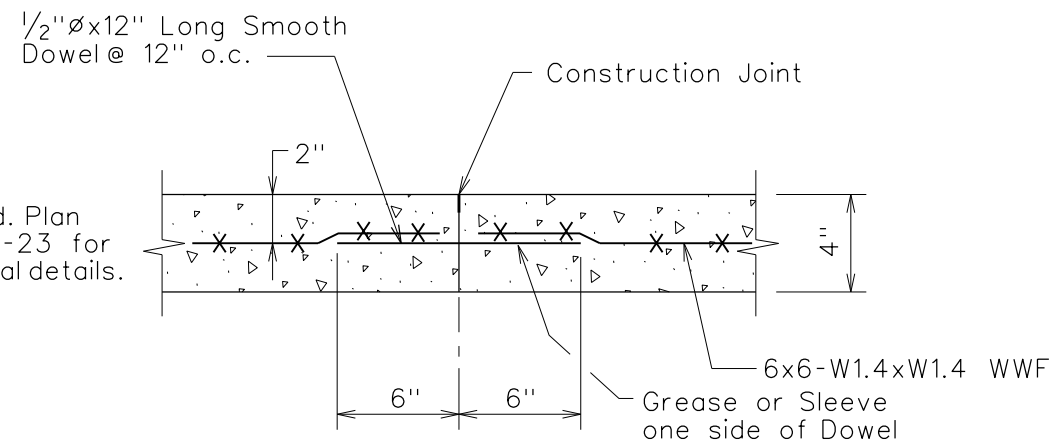
**TRANSVERSE JOINT AT EXISTING SIDEWALK**



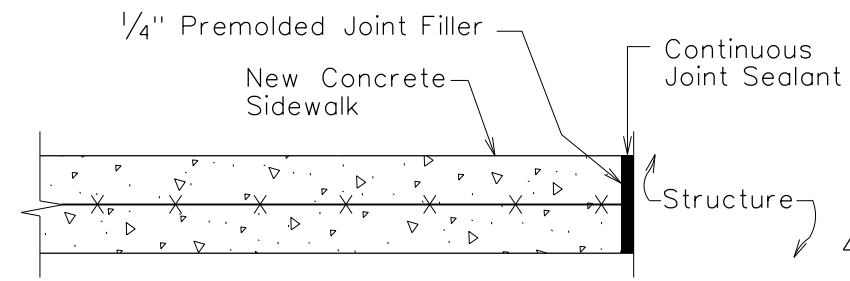
**SIDEWALK WIDENING SECTION**



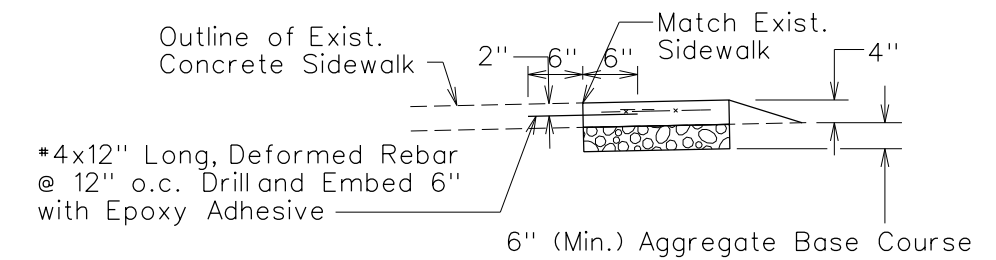
**SIDEWALK DETAIL**



**TRANSVERSE CONSTRUCTION JOINT DETAIL**



**TRANSVERSE JOINT AT STRUCTURE DETAIL**



- Note:**
1. Do not install rebar within 6" of any planned transverse contraction or transverse construction joint.

**LONGITUDINAL JOINT AT EXISTING SIDEWALK**

**NOTES:**

1. Dressing of sidewalk shall consist of clearing, grubbing, grading, reshaping and compacting the area adjacent to the improvement with suitable material as shown on the plans and/or as directed by the Engineer. If existing ground is asphalt or concrete surface, dress sidewalk with A.C. pavement, Mix No. V. This work shall be considered incidental to the new sidewalk.
2. Transverse and longitudinal weakened plane joints for sidewalk shall be considered incidental to the new sidewalk.
3. Installation of dowels and tie bars, including drilling and epoxy grout, shall be incidental to Sidewalk.
4. Concrete shall be Class "A".
5. Only flat sheets of welded wire fabric reinforcement shall be used. No rolled welded wire fabric reinforcement will be allowed.

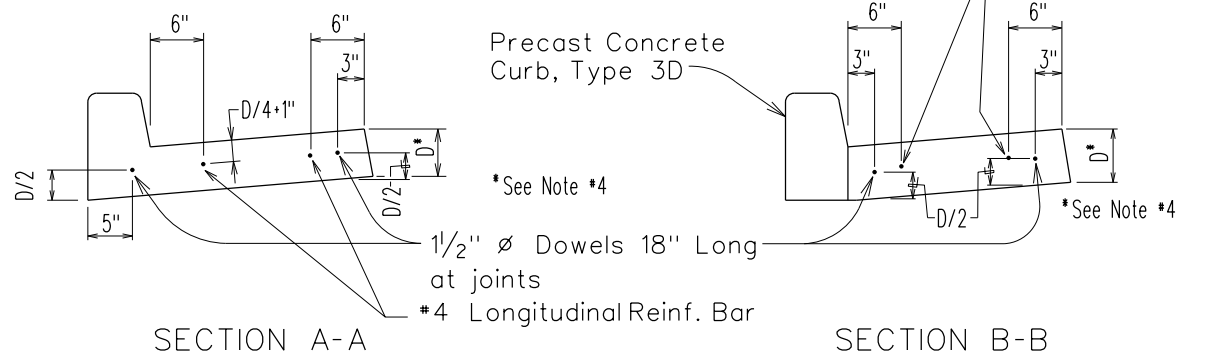
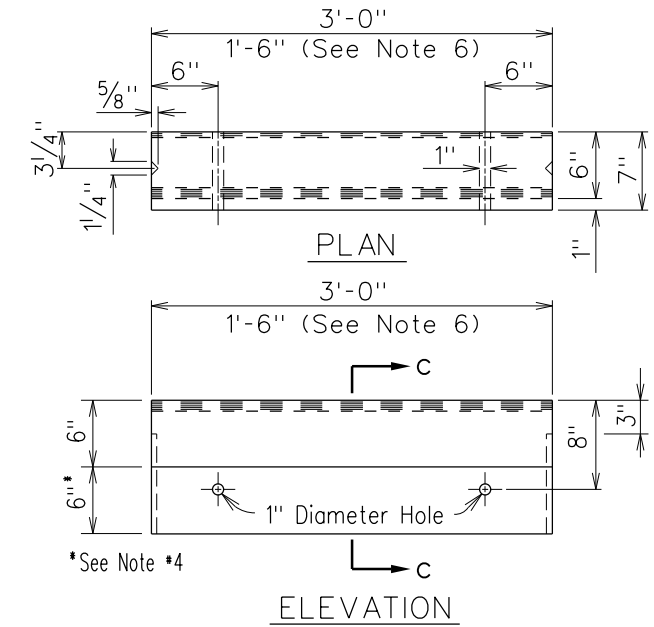
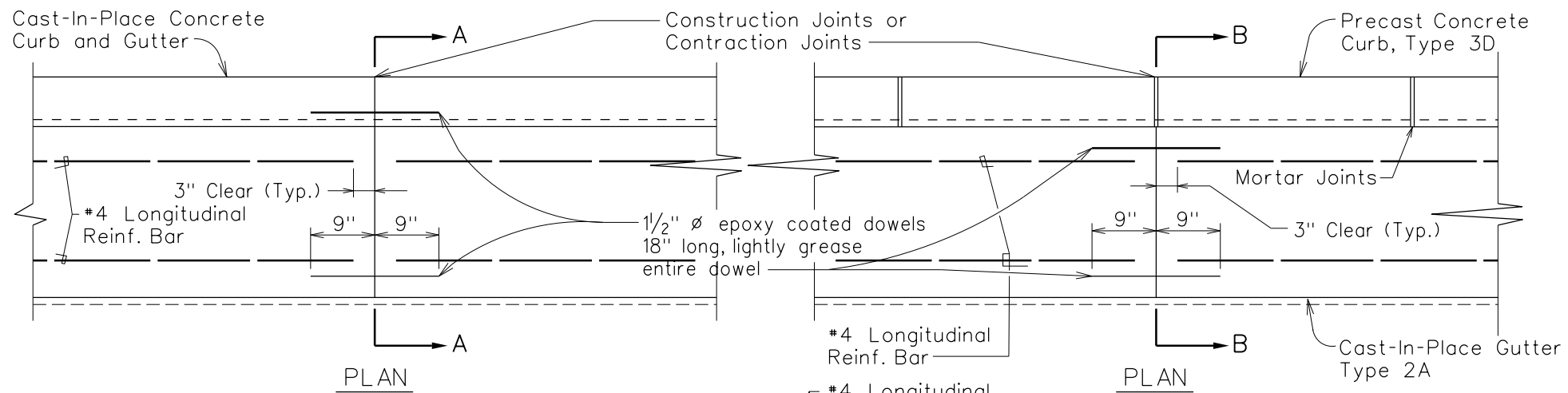
DATE	REVISION	APP'D.
11/01/21	Revised and edited Sidewalk Contraction joint detail callout and notes.	
01/27/17	Replaced Bedcourse with Aggregate Base Course. Added Notes.	

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

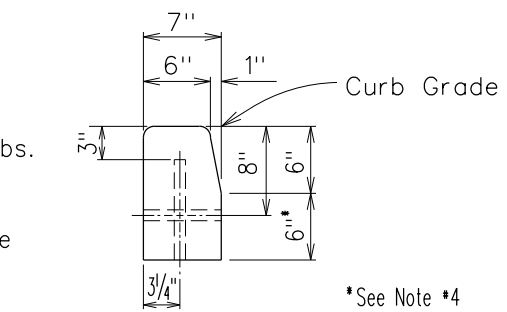
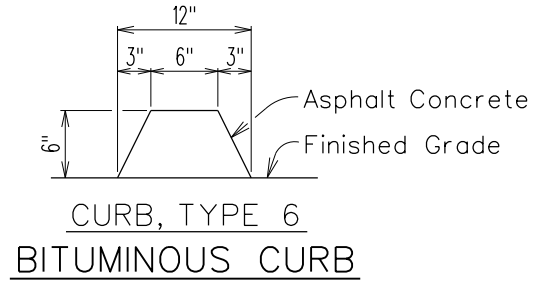
**STANDARD PLAN D-15**

**CONCRETE SIDEWALK**

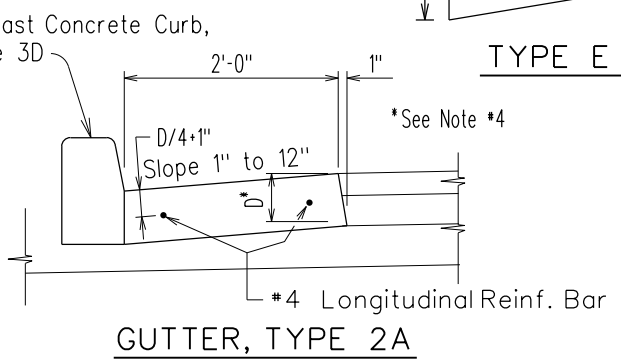
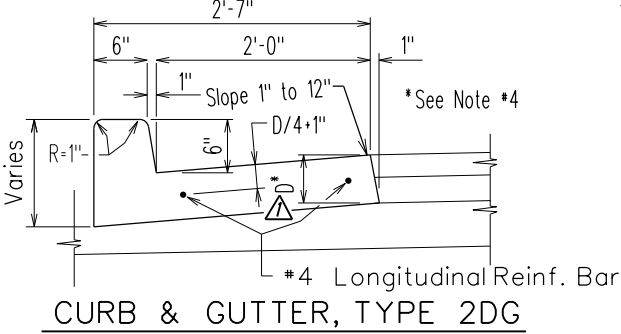
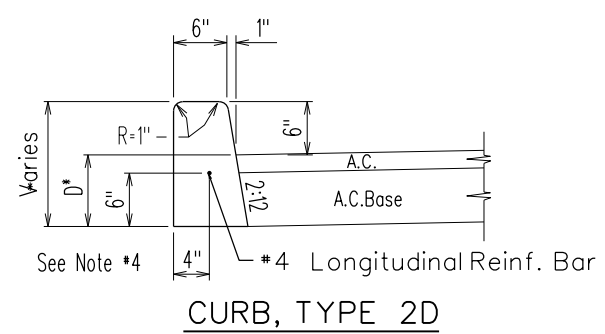
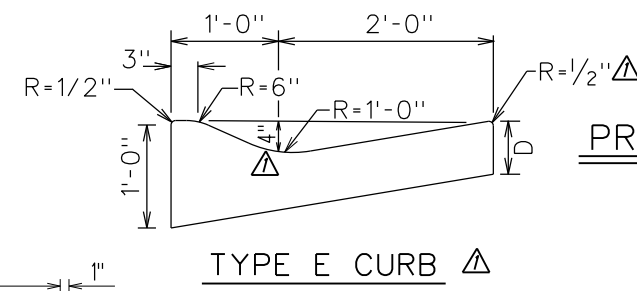
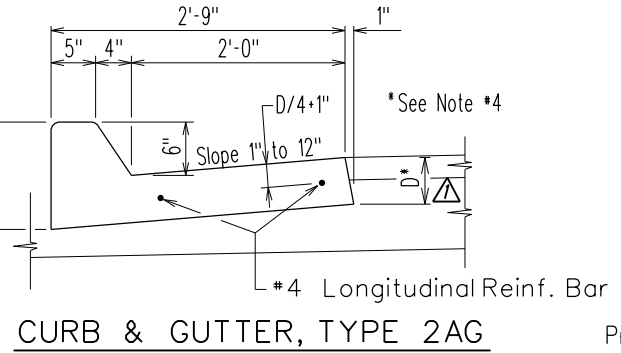
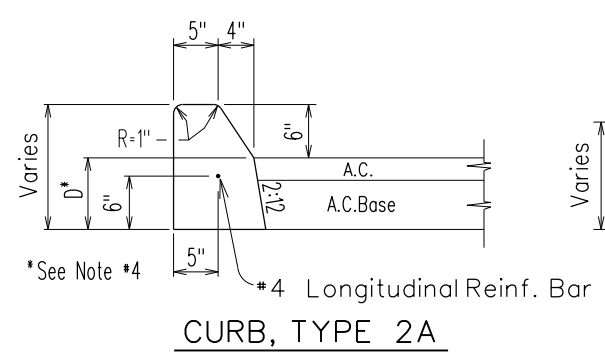
HWY-OM-2022-38R  
**FIGURE 3**



- Note:**
1. Cast-In-Place P.C.C. Gutters shall be longitudinal broom finished.
  2. Curb, Type 2A, Curb & Gutter, Type 2AG, are to be used only for constructing short segments of existing curbs and/or gutters of the same type.
  3. The top of all types of concrete curbs, including driveway curbs shall be longitudinally broom finished.
  4. For A.C. pavement areas, D equals to thickness of A.C.+A.C.Base but not less than 10". For P.C.C. pavement areas, D equals to thickness of P.C.C. pavement. (For P.C.C. pavement, see also D-22)
  5. Concrete shall be Class A.
  6. For curb returns use 1'-6" pre-cast concrete curbs.
  7. Drawings are not to scale.
  8. Expansion joints shall be installed prior to concrete placement and at a maximum spacing of 50.0'.



**CAST-IN-PLACE CURB & GUTTER CONSTRUCTION AND CONTRACTION JOINT DETAIL**



01/27/17	Add Note 8.	
	Replace 6" Gutter Height with D. Added Type E Curb.	
DATE	REVISION	APP'D.

**CAST-IN-PLACE CONCRETE CURBS AND/OR GUTTERS**

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

**STANDARD PLAN D-05**

TYPICAL DETAILS OF  
CURBS AND/OR GUTTERS

HWY-OM-2022-38R  
FIGURE 4

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	HWY-OM-2022-38R	2023	1	9

CURB RAMP AND SIDEWALK NOTES:

1. These typical details are intended as curb ramp guidelines for design and construction. These guidelines shall not replace site specific curb ramp plans.
2. A 2% maximum cross slope shall be maintained in the direction of pedestrian traffic.
3. Subject to field conditions, the Engineer shall determine the final location of curb ramps.
4. All pullboxes shall be installed away from the curb ramp and within the sidewalk/unpaved area to the maximum extent feasible.
5. Where necessary, existing pullboxes, handholes, manholes, etc. shall be adjusted to match curb ramp grade. Adjustments shall not be paid for separately but shall be considered incidental to the various curb ramp items unless indicated otherwise.
6. Transitions from ramps to gutters and roadways shall be flush.
7. Curb ramps and sidewalks shall be constructed to eliminate ponding to the maximum extent feasible.
8. The pedestrian push button shall meet operational and reach requirements of the American with Disabilities Act Accessibility Guidelines (ADAAG):
  - a) Forward Reach. The maximum height for forward reach shall be 48".
  - b) Side Reach. The maximum height for side reach shall be 48".
  - c) Operation. Controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls shall be no greater than 5 lbf.
9. The maximum slopes of adjoining gutters or road surface immediately fronting the curb ramp shall not exceed 5%.
10. There shall be a 30"x48" level ground surface (2% max. cross slope, both directions) for a forward or side approach, as appropriate, to a pedestrian push button.
11. Construction joints are required to join curb ramps with sidewalks.
12. Unless otherwise noted, new gutters are required as shown.
13. All curb ramps shall be reinforced with 6x6 W1.4/W1.4 welded wire fabric.
14. Surface of sidewalks and curb ramps shall be firm, stable, and slip-resistant. This includes the surfaces of pullboxes, valve covers, manhole covers, etc.
15. Bed course material is required for curb ramps, sidewalks, and gutters.
16. All sidewalks shall provide a minimum clear width of 3'-0" (excluding curb) for pedestrian circulation. If this cannot be met, a minimum 32-inch clear width is allowed for a distance of 24-inches.
17. Passing spaces along new sidewalks with 5' clear width or less shall be provided at maximum 200' intervals as required by ADA guidelines. The passing area shall be a minimum 5' wide by 5' long as feasible.
18. If possible, install utility poles, fire hydrants, light poles, sign posts, pullboxes, etc. off of sidewalk but within the right-of-way.

19. Objects protruding from utility poles and walls adjacent to the sidewalks (i.e. wall mounted fire hydrants, telephones, meters on poles, etc.) shall be mounted to meet the current American with Disabilities Act Accessibility Guidelines (ADAAG) and will be subject to Engineer's approval.
20. If a curb ramp is not constructed according to the plans, the Contractor shall reconstruct the curb ramp at no cost to the State. Construction tolerance for Portland Cement Concrete shall be based on 1/4 inch per 10 ft. (±0.2%). Remedial measures will not be accepted.

CURBLESS CROSSWALK NOTES:

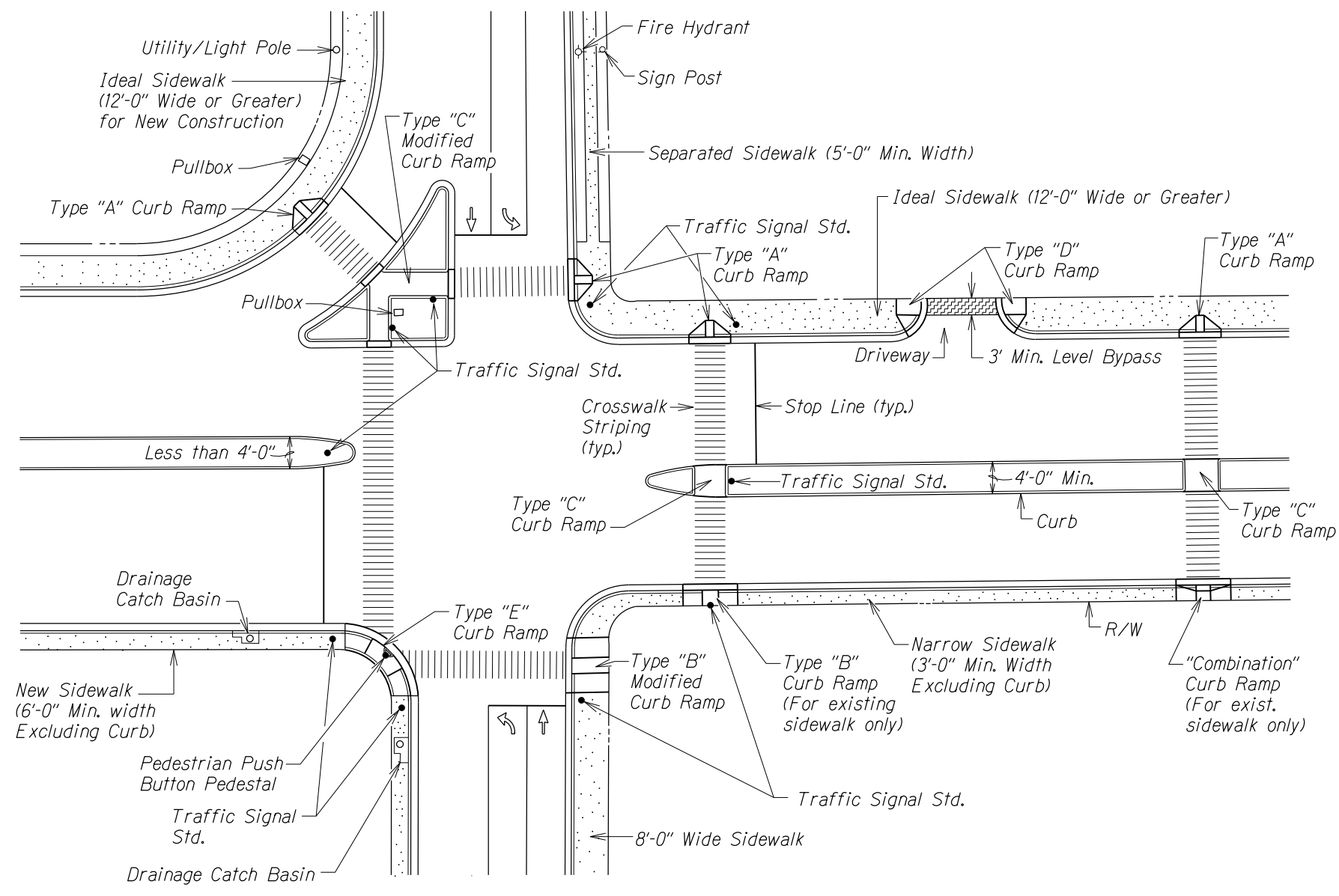
1. If conditions are encountered on site at crosswalks that do not have curb ramps and sidewalks, the Contractor shall inform the Engineer of these specific conditions and their locations. HDOT will submit construction plans for these specific conditions to the Disability and Communications Access Board (DCAB), indicating paved clear floor spaces with maximum 2% slopes or a Technical Infeasibility Statement pending DCAB approval.

FIGURE 5.1

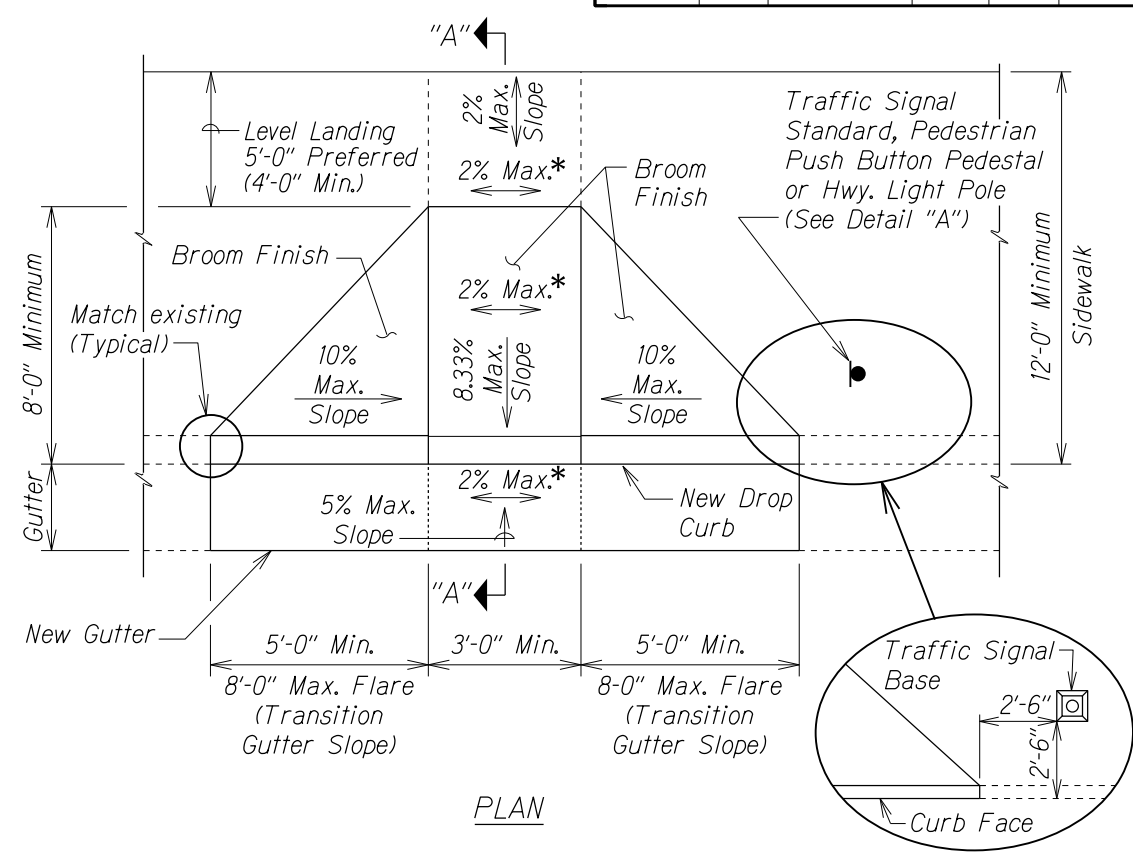
STATE OF HAWAII DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION
<b>CURB RAMP AND SIDEWALK NOTES</b>
<i>SIDEWALK, CURB AND GUTTER REPAIR</i>
<i>AT VARIOUS LOCATIONS</i>
<i>ISLAND OF OAHU</i>
<i>PROJECT NO. HWY-OM-2022-38R</i>
<i>Date: June, 2022</i>
SHEET No. 1 OF 9 SHEETS

ORIGINAL PLAN	DATE
NO. _____	_____
SURVEY PLOTTED BY _____	DATE _____
DRAWN BY _____	DESIGNED BY _____
NOTE BOOK _____	QUANTITIES BY _____
CHECKED BY _____	_____

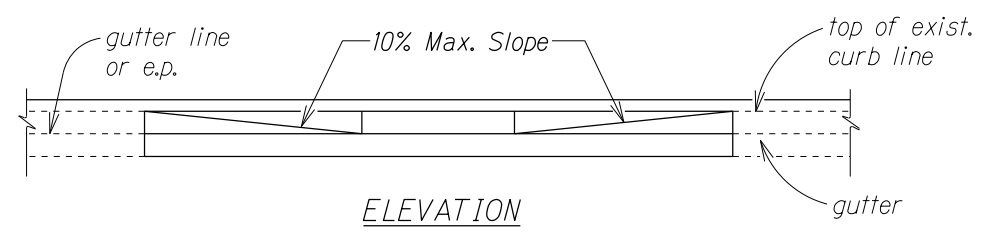
FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	HWY-OM-2022-38R	2023	2	9



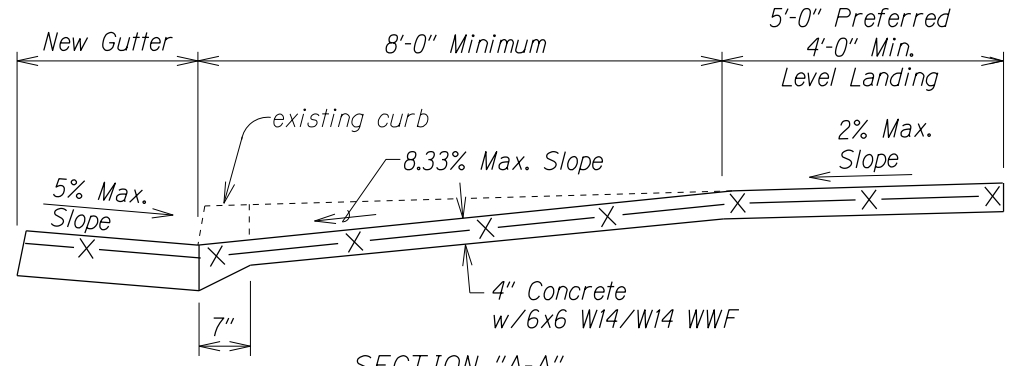
**TYPICAL CURB RAMPS**



**PLAN**



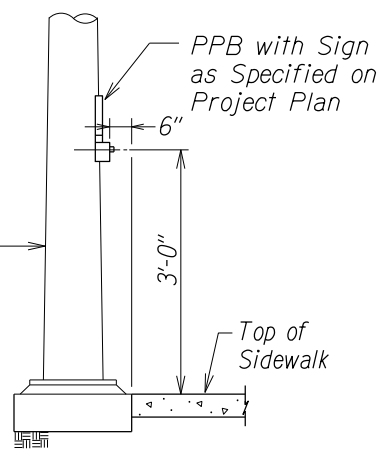
**ELEVATION**



**SECTION "A-A"**

**CURB RAMP - TYPE "A"**  
SIDEWALK WIDTH 12'-0" OR GREATER

\* If Roadway Slope >2% Conform to Roadway Slope and File Technical Infeasibility (TI) Statement



**DETAIL "A"**

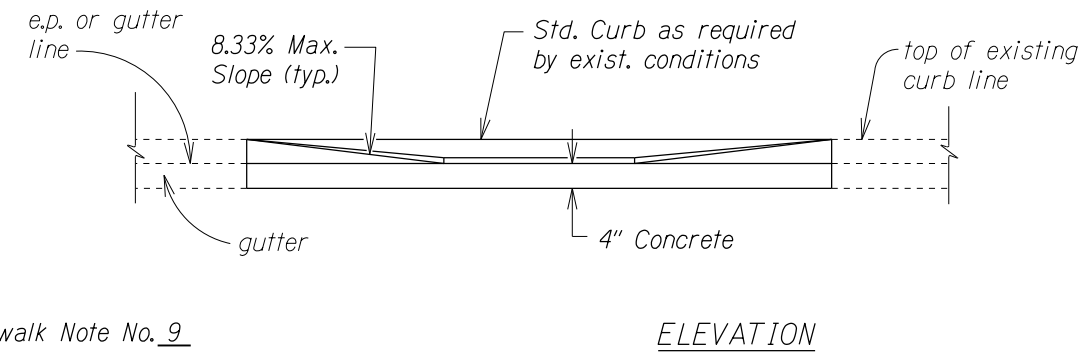
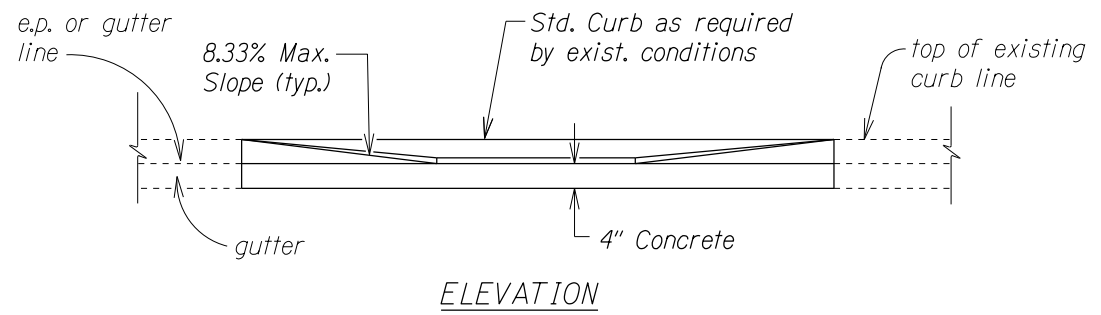
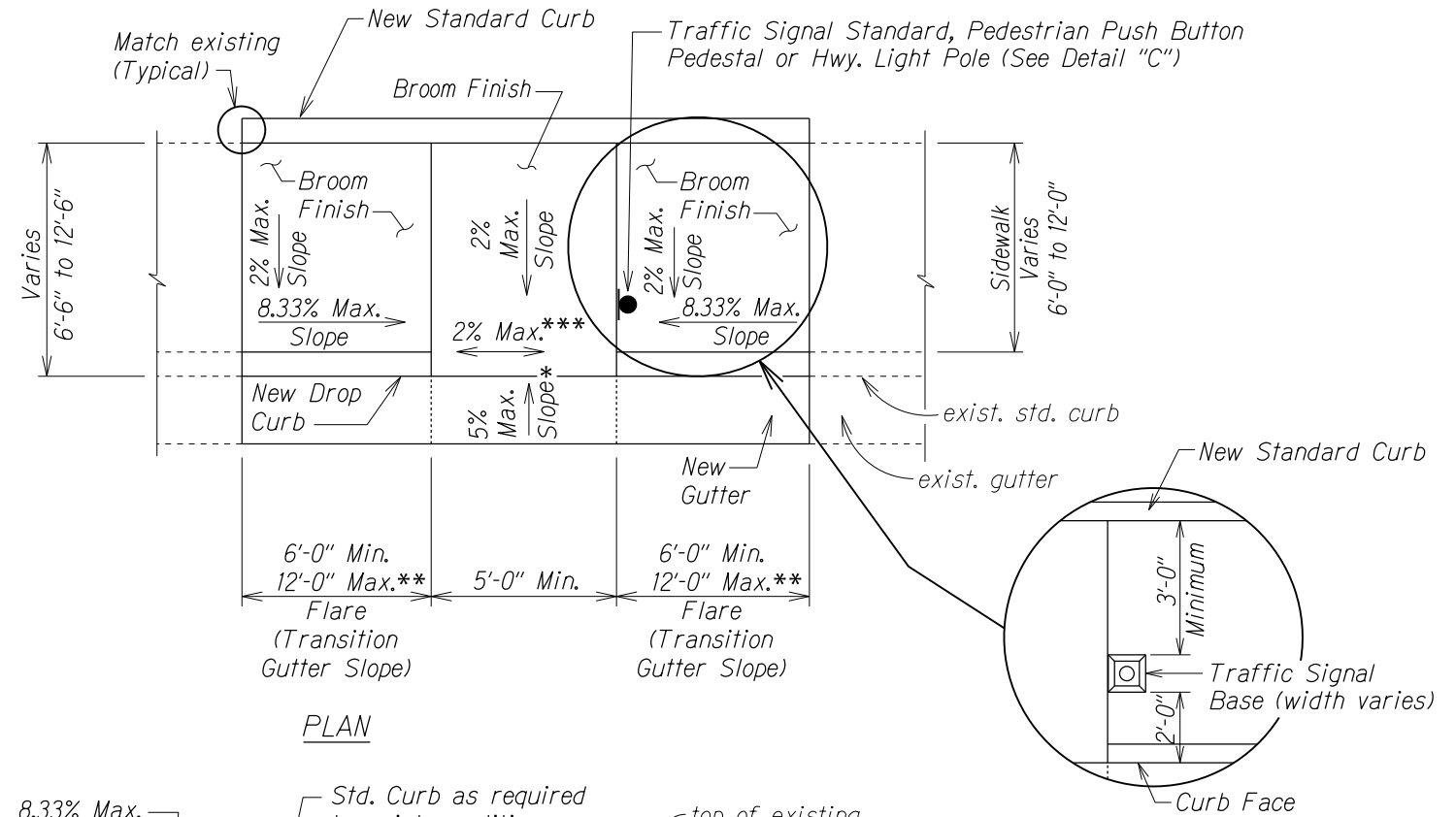
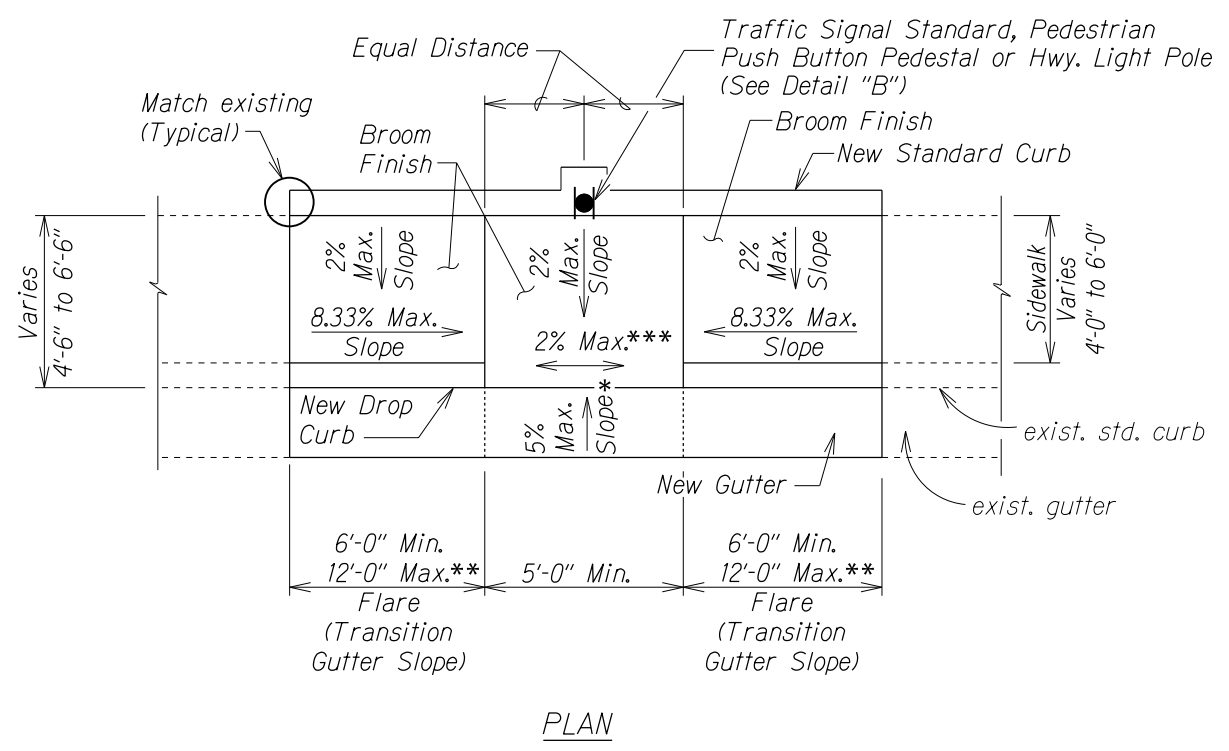
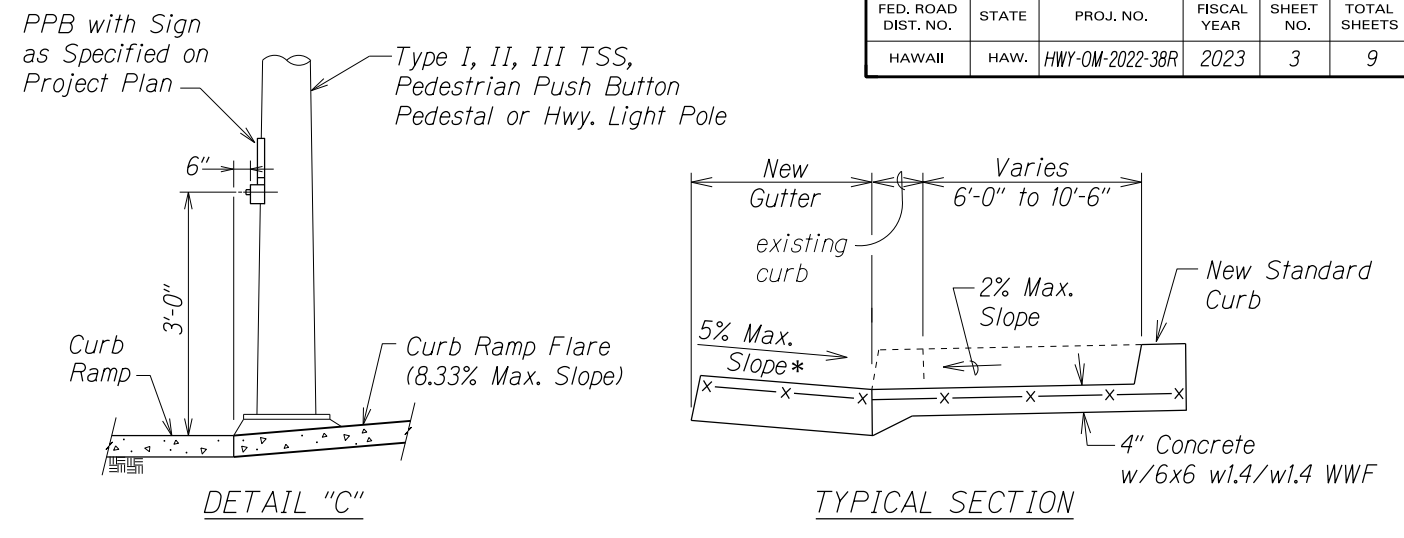
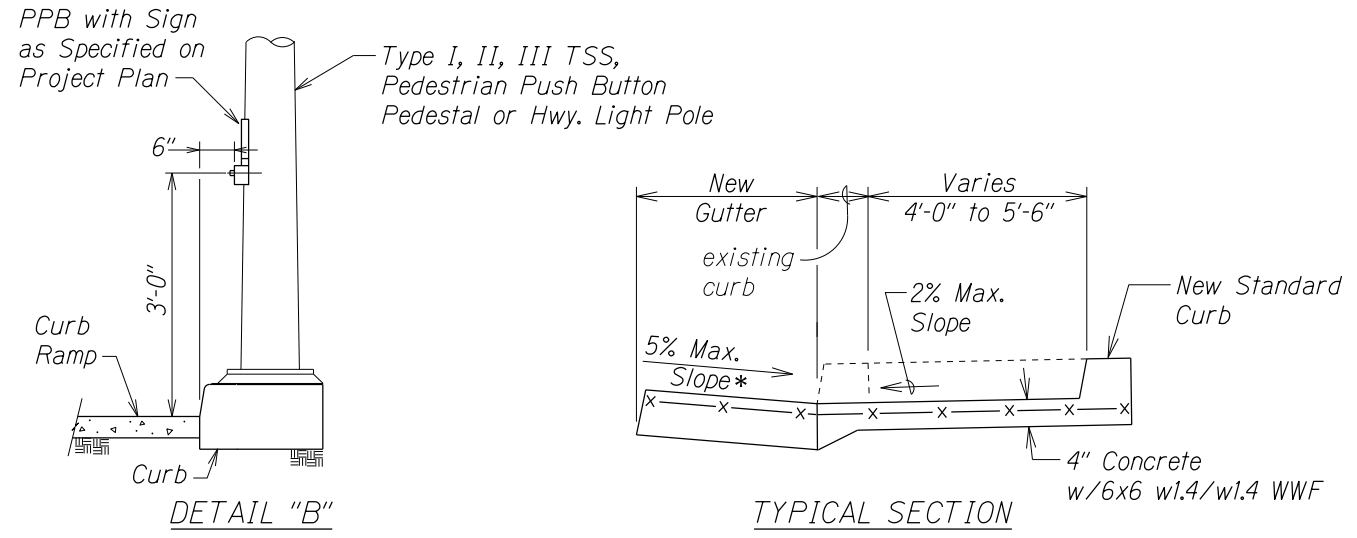
**FIGURE 5.2**

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

**CURB RAMP DETAILS**  
SIDEWALK, CURB AND GUTTER REPAIR  
AT VARIOUS LOCATIONS  
ISLAND OF OAHU  
PROJECT NO. HWY-OM-2022-38R  
Not to Scale Date: June, 2022

SURVEY PLOTTED BY	DATE
DRAWN BY	
DESIGNED BY	
QUANTITIES BY	
CHECKED BY	
ORIGINAL PLAN	
NOTE BOOK	
No.	

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	HWY-OM-2022-38R	2023	3	9



**CURB RAMP - TYPE "B"**  
 SIDEWALK WIDTH 4'-0" OR GREATER  
 BUT LESS THAN 6'-0" WIDTH

**CURB RAMP - TYPE "B" MODIFIED**  
 SIDEWALK WIDTH 6'-0" OR GREATER  
 BUT LESS THAN 12'-0" WIDTH

\* See Curb Ramp and Sidewalk Note No. 9  
 \*\* The slope of the ramp shall take precedence over the length of the ramp. If the maximum slope of a ramp cannot be met within a length of 12 feet, then the slope of the ramp shall be set when the length of the ramp is set at the maximum of 12 feet.  
 \*\*\* If Roadway Slope >2% Conform to Roadway Slope and File Technical Infeasibility (TI) Statement

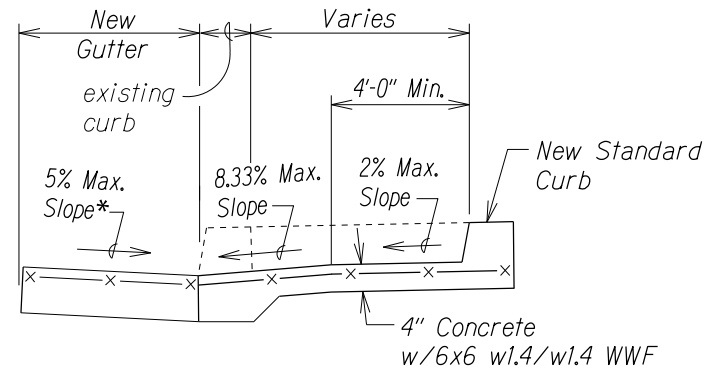
FIGURE 5.3

STATE OF HAWAII  
 DEPARTMENT OF TRANSPORTATION  
 HIGHWAYS DIVISION

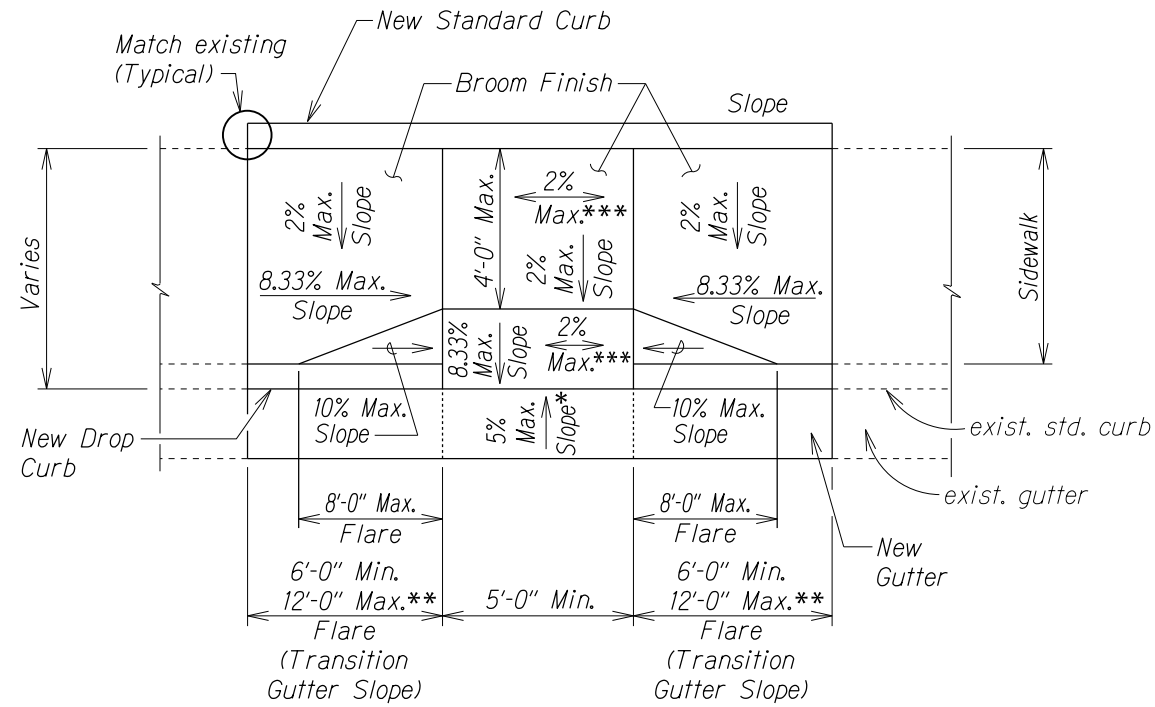
**CURB RAMP DETAILS**  
 SIDEWALK, CURB AND GUTTER REPAIR  
 AT VARIOUS LOCATIONS  
 ISLAND OF OAHU  
 PROJECT NO. HWY-OM-2022-38R  
 Not to Scale Date: June, 2022  
 SHEET No. 3 OF 9 SHEETS

SURVEY PLOTTED BY	DATE
DRAWN BY	
DESIGNED BY	
QUANTITIES BY	
CHECKED BY	
ORIGINAL PLAN	
NOTE BOOK	
No.	

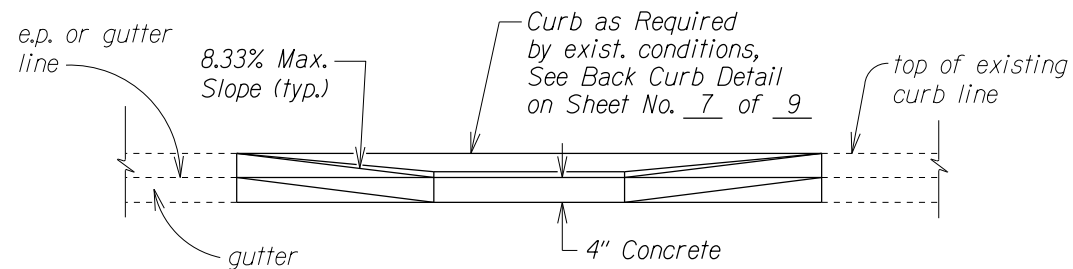
FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	HWY-OM-2022-38R	2023	4	9



TYPICAL SECTION



PLAN



ELEVATION

CURB RAMP - COMBINATION

- \* See Curb Ramp and Sidewalk Note No. 9.
- \*\* The slope of the ramp shall take precedence over the length of the ramp. If the maximum slope of a ramp cannot be met within a length of 12 feet, then the slope of the ramp shall be set when the length of the ramp is set at the maximum of 12 feet.
- \*\*\* If Roadway Slope >2% Conform to Roadway Slope and File a Technical Infeasibility (TI) Statement

FIGURE 5.4

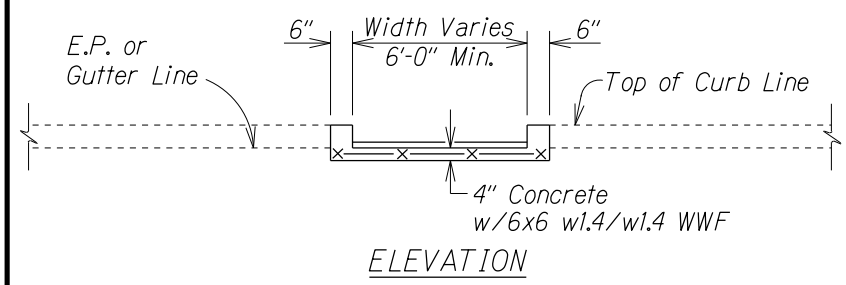
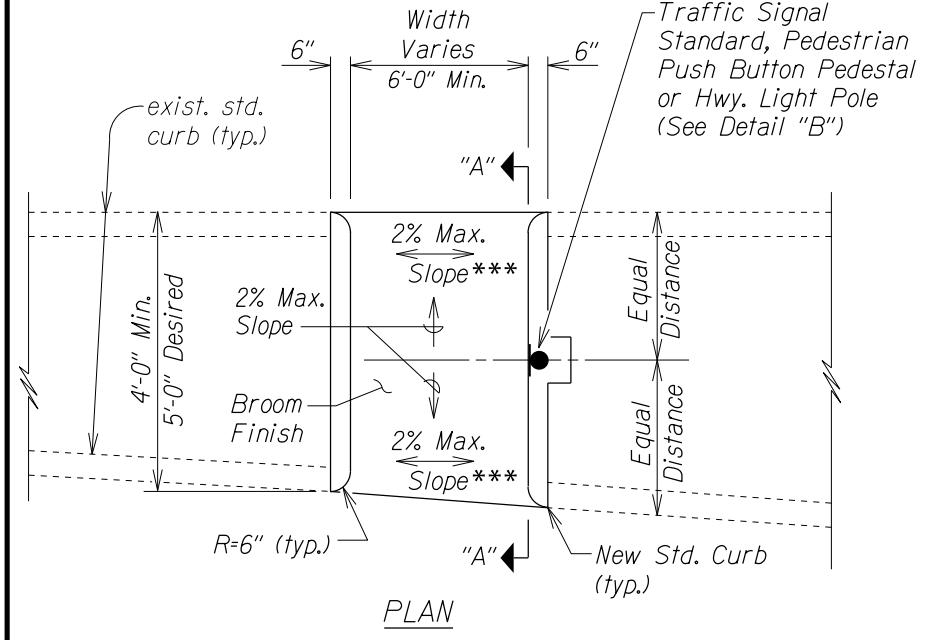
STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

**CURB RAMP DETAILS**  
**SIDEWALK, CURB AND GUTTER REPAIR**  
**AT VARIOUS LOCATIONS**  
**ISLAND OF OAHU**  
**PROJECT NO. HWY-OM-2022-38R**  
Not to Scale Date: June, 2022

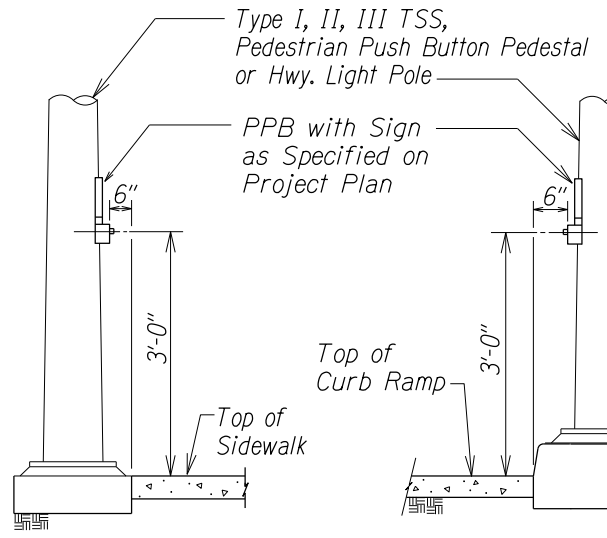
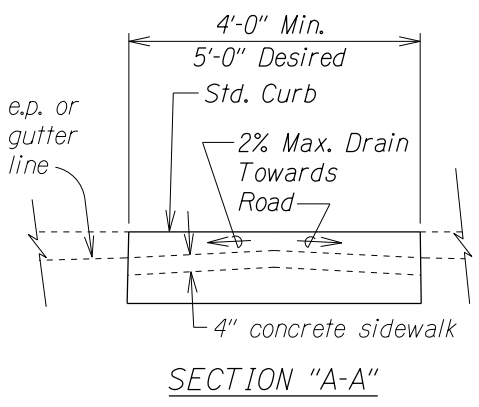
SHEET No. 4 OF 9 SHEETS

SURVEY PLOTTED BY	DATE
DRAWN BY	
DESIGNED BY	
QUANTITIES BY	
CHECKED BY	
ORIGINAL PLAN	
NOTE BOOK	
No.	

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	HWY-OM-2022-38R	2023	5	9

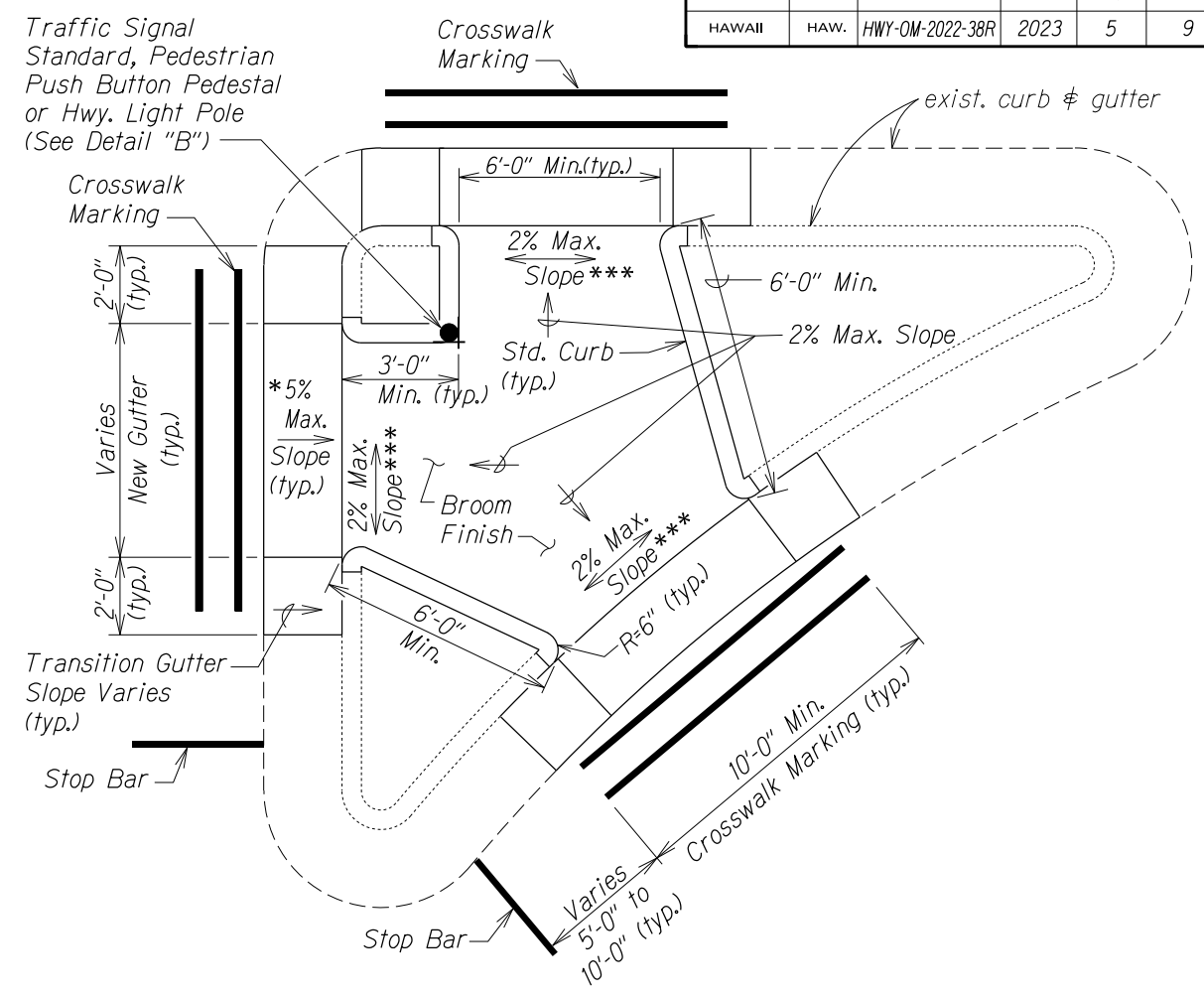


**CURB RAMP - TYPE "C"**  
USE AT MEDIAN CROSSINGS, ISLANDS

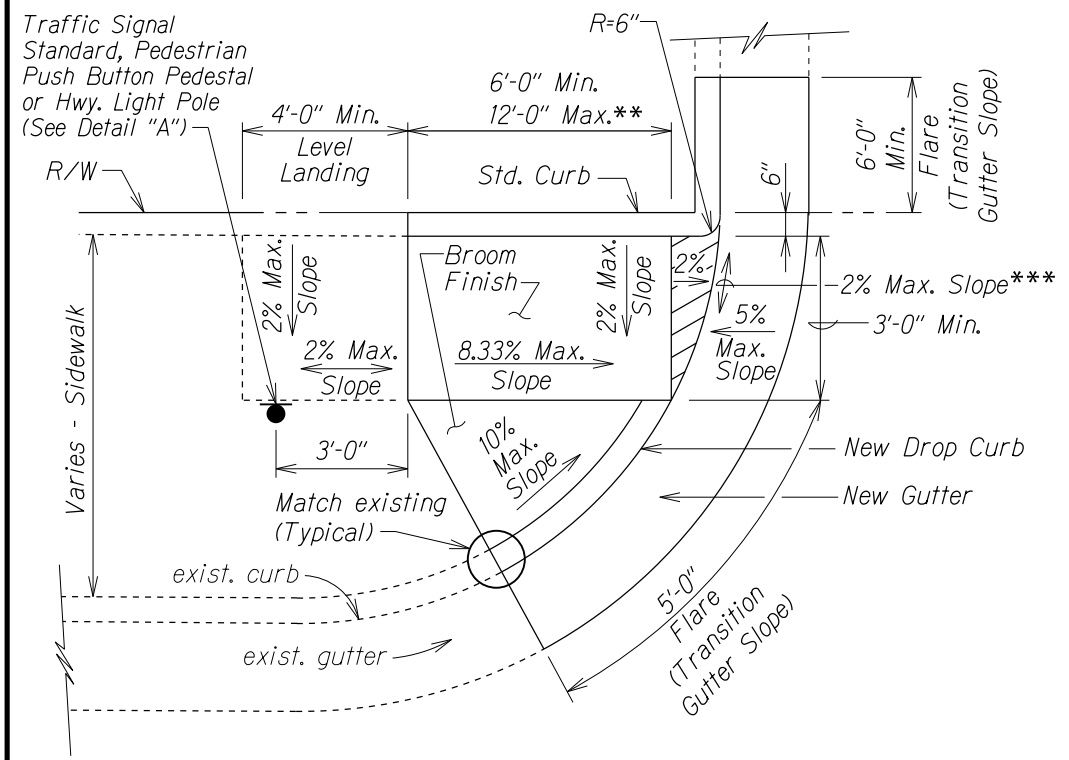


DETAIL "A"

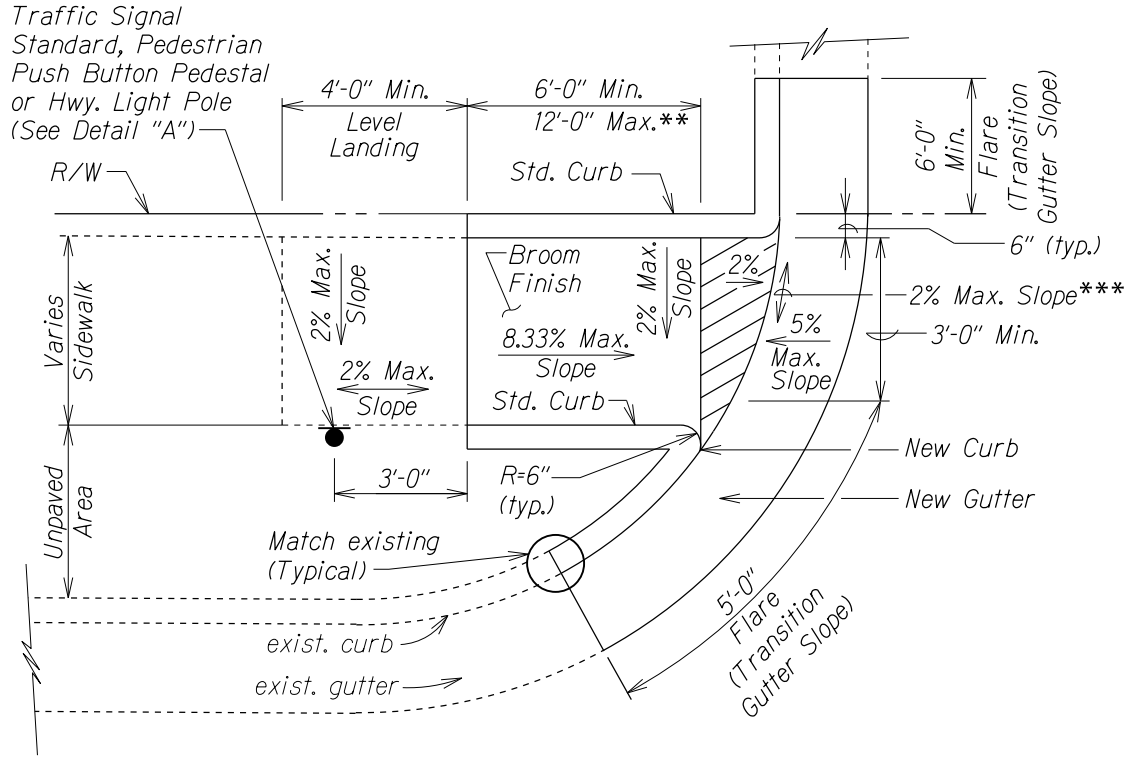
DETAIL "B"



**CURB RAMP - TYPE "C" MODIFIED**



**CURB RAMP - TYPE "D"**



**CURB RAMP - TYPE "D" MODIFIED**

- \* See Curb Ramp and Sidewalk Note No. 9.
- \*\* The slope of the ramp shall take precedence over the length of the ramp. If the maximum slope of a ramp cannot be met within a length of 12 feet, then the slope of the ramp shall be set when the length of the ramp is set at the maximum of 12 feet.
- \*\*\* If Roadway Slope >2% Conform to Roadway Slope and File a Technical Infeasibility (TI) Statement

FIGURE 5.5

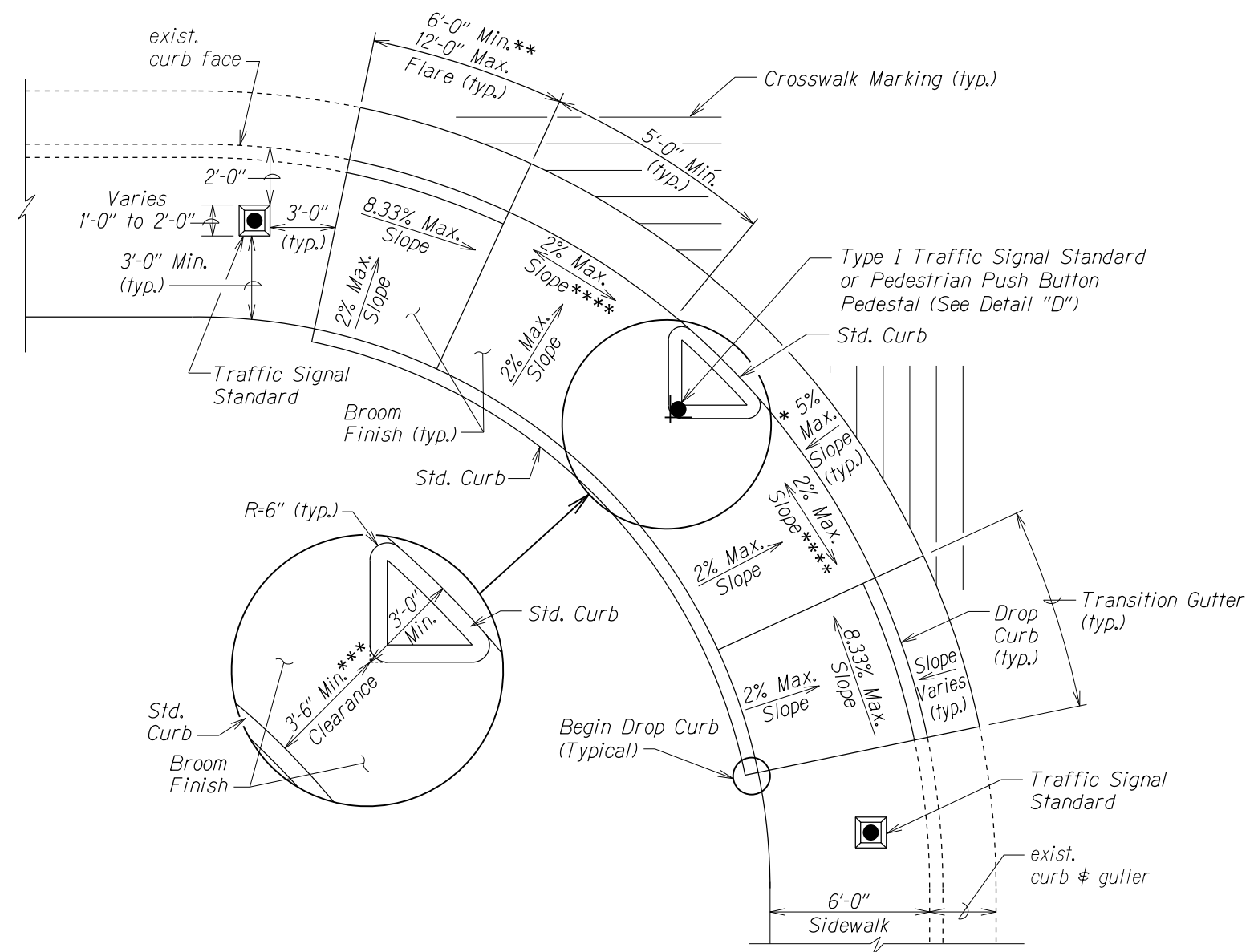
STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

**CURB RAMP DETAILS**  
SIDEWALK, CURB AND GUTTER REPAIR  
AT VARIOUS LOCATIONS  
ISLAND OF OAHU

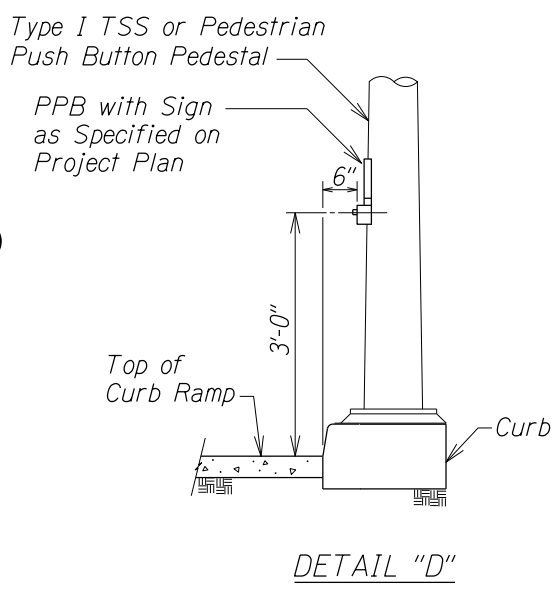
PROJECT NO. HWY-OM-2022-38R  
Not to Scale Date: June, 2022

SHEET No. 5 OF 9 SHEETS

SURVEY PLOTTED BY	DATE
DRAWN BY	
DESIGNED BY	
QUANTITIES BY	
CHECKED BY	
ORIGINAL PLAN	
NOTE BOOK	
No.	



**CURB RAMP - TYPE "E"**  
 SIDEWALK WIDTH 7'-0" OR GREATER

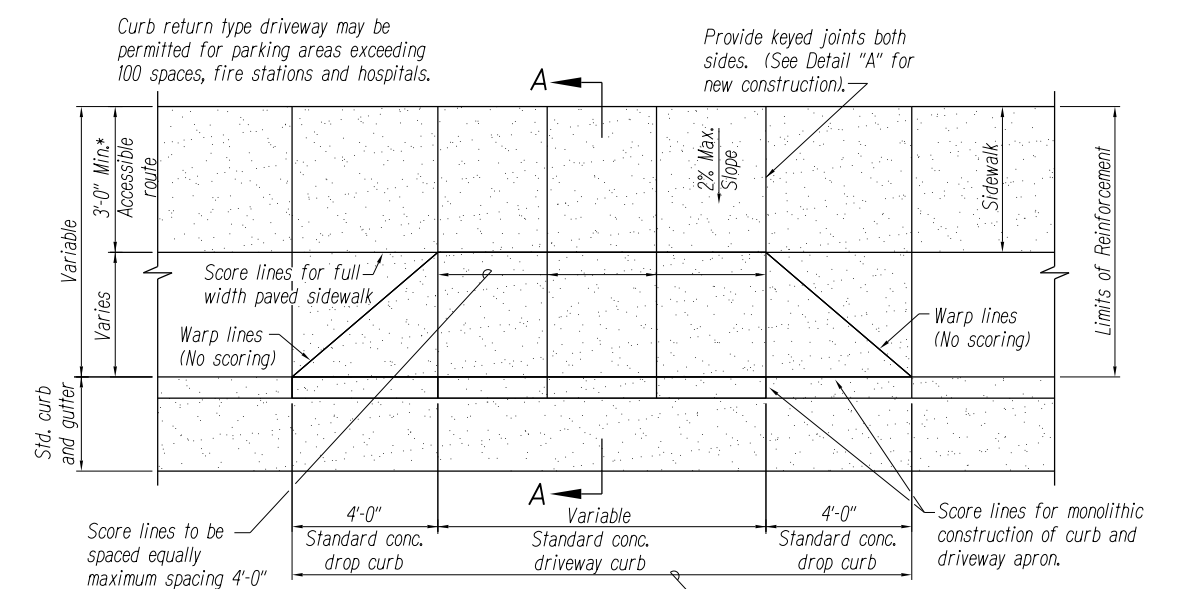


**DETAIL "D"**

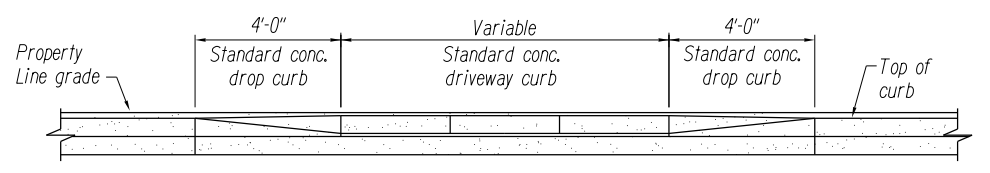
(TO BE USED ONLY WITH TRAFFIC SIGNAL STANDARD OR PEDESTRIAN PUSH BUTTON PEDESTAL ON TRIANGULAR "ISLAND")

- \* See Curb Ramp and Sidewalk Note No. 9
- \*\* The slope of the ramp shall take precedence over the length of the ramp. If the maximum slope of a ramp cannot be met within a length of 12 feet, then the slope of the ramp shall be set when the length of the ramp is set at the maximum of 12 feet.
- \*\*\* The Clearance shall be increased to 6'-0" or wider at areas with high pedestrian traffic or as directed by the Engineer or as shown on the plans.
- \*\*\*\* If Roadway Slope >2% Conform to Roadway Slope and File Technical Infeasibility (TI) Statement

SURVEY PLOTTED BY	DATE
DRAWN BY	
DESIGNED BY	
QUANTITIES BY	
CHECKED BY	
ORIGINAL PLAN	
NOTE BOOK	
No.	

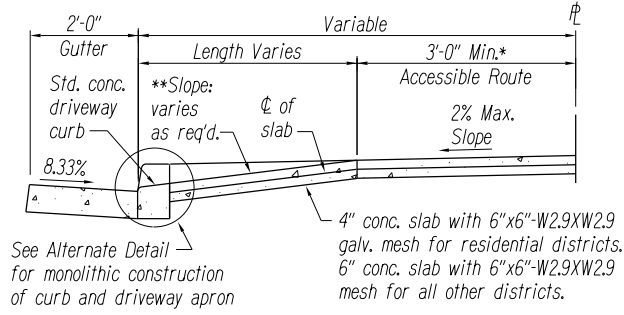


**PLAN**  
 NOT TO SCALE

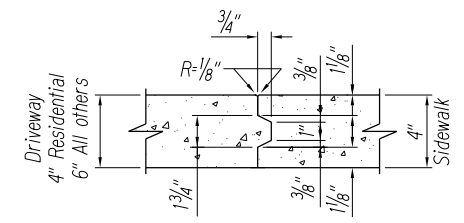


**ELEVATION**  
 NOT TO SCALE

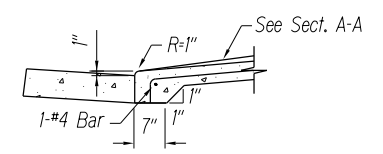
- \* Match width of existing sidewalk whenever possible.
- \*\* Breakover and departure angles should not exceed 10 degrees or 17%.



**SECTION A-A**  
 NOT TO SCALE



**DETAIL "A"**  
 NOT TO SCALE  
 (NEW CONSTRUCTION)



**ALTERNATE DETAIL**  
 NOT TO SCALE

**DRIVEWAY APRON** FIGURE 5.6

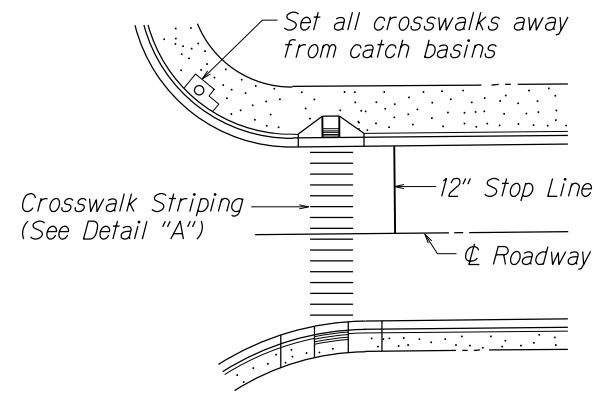
- NOTES:**
- For extension to existing driveway, scoring and finish shall match existing scoring and finish. For driveway constructed in built up areas, scoring conforming to scoring at adjacent driveways may be authorized.
  - This detail is only one method for providing ADA access. Other methods can be used. These methods are shown in references listed in Curb Ramp and Sidewalk Note No. 21.

STATE OF HAWAII  
 DEPARTMENT OF TRANSPORTATION  
 HIGHWAYS DIVISION

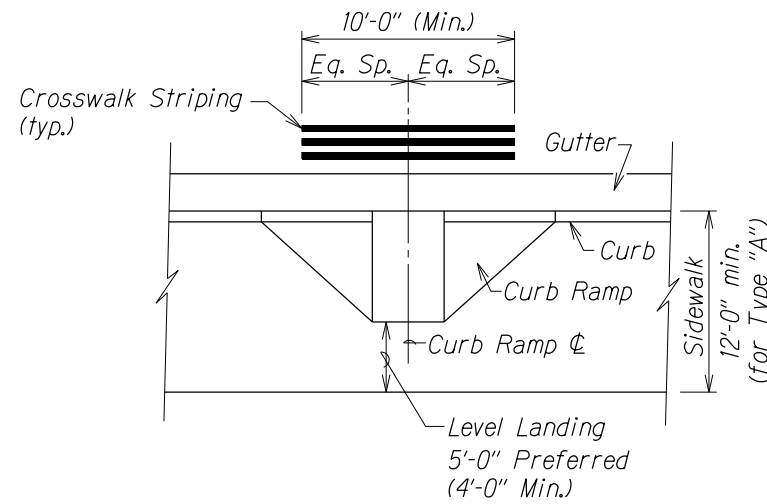
**CURB RAMP DETAILS**  
 SIDEWALK, CURB AND GUTTER REPAIR  
 AT VARIOUS LOCATIONS  
 ISLAND OF OAHU  
 PROJECT NO. HWY-OM-2022-38R  
 Not to Scale Date: June, 2022

SHEET No. 6 OF 9 SHEETS

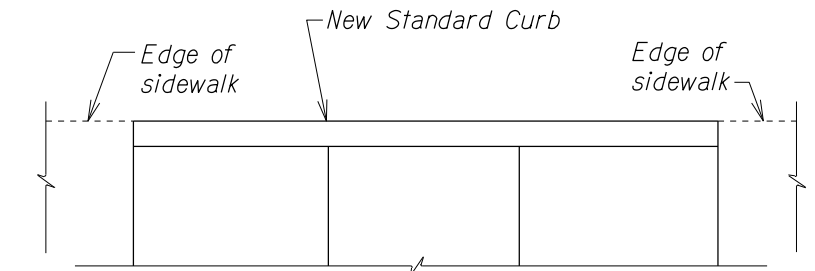
FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	HWY-OM-2022-38R	2023	7	9



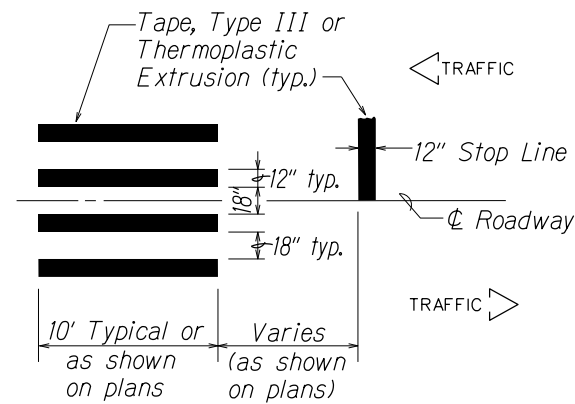
PLAN



TYPICAL CROSSWALK STRIPING AT CURB RAMP



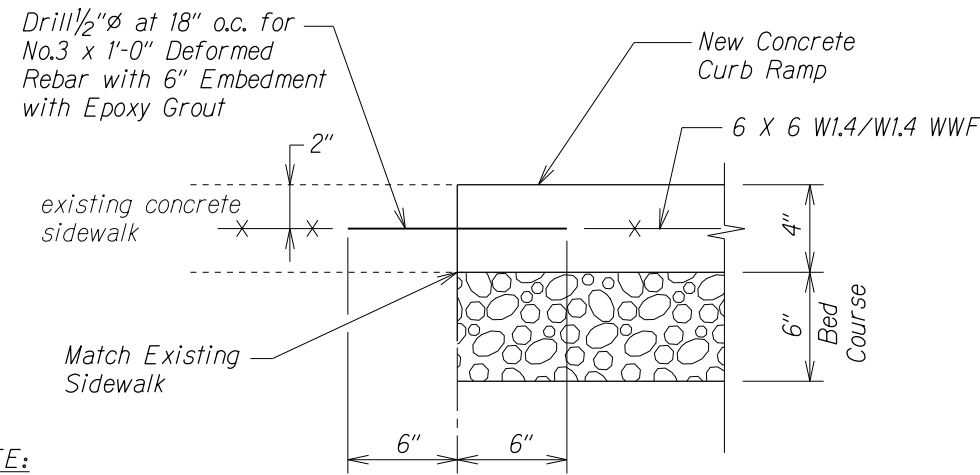
PLAN



DETAIL "A"

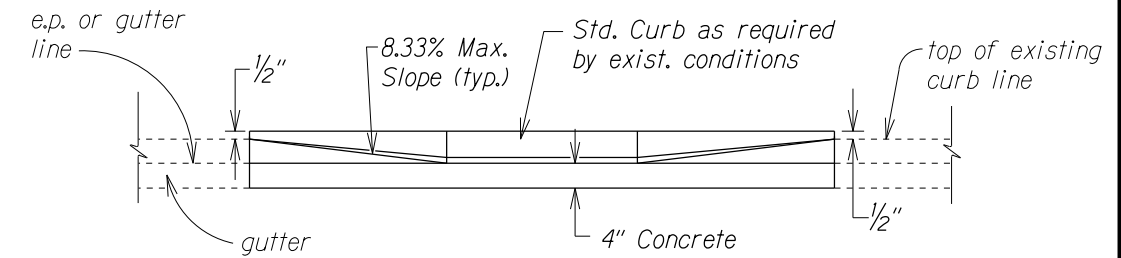
CROSSWALK STRIPING DETAIL

NOTE:  
Longitudinal lines shall be parallel to traffic flow.



NOTE:  
All curb ramps shall be reinforced.

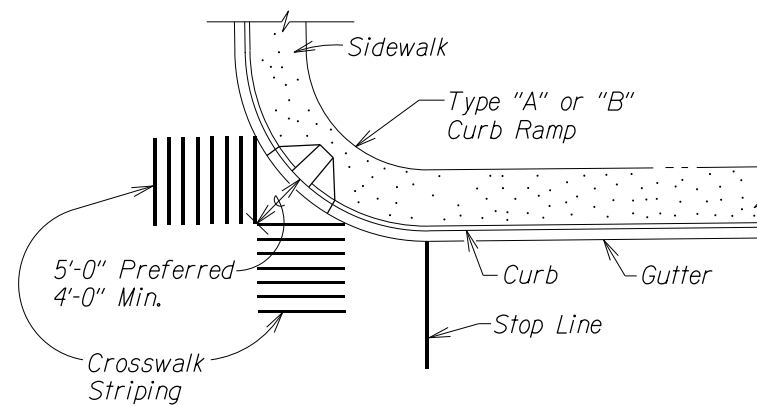
TYPICAL CONSTRUCTION JOINT AT EXISTING SIDEWALK



ELEVATION

DETAIL - BACK CURB

NOTE:  
This detail can be used in situations where the edge of sidewalk cannot be flush with the face of (back) curb due to right of way restrictions.



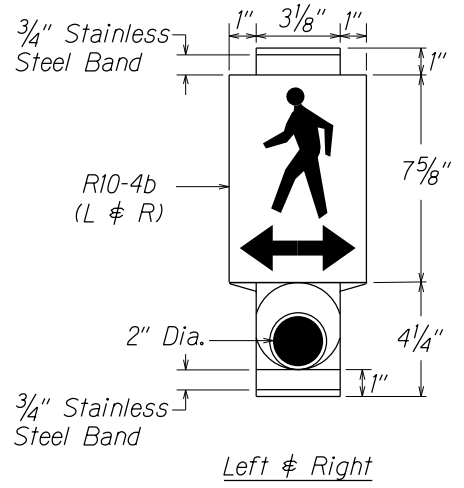
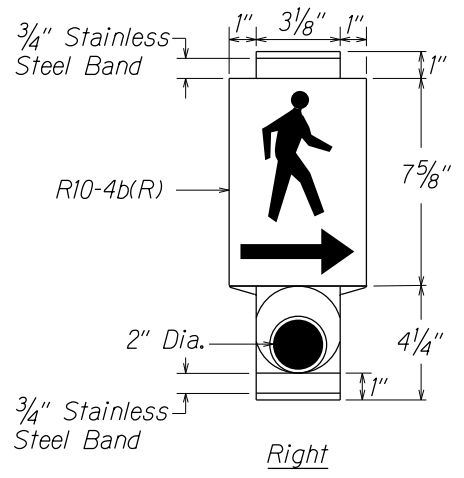
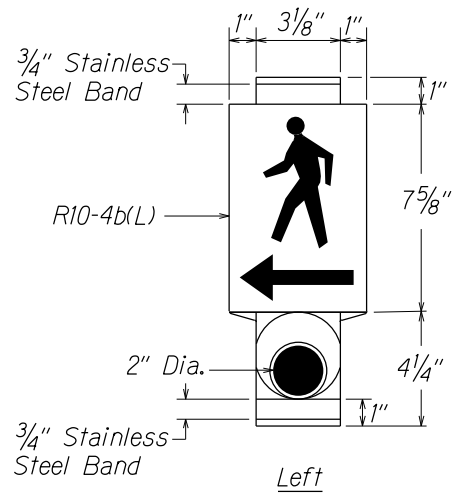
TYPICAL CROSSWALK STRIPING AT DIAGONAL CURB RAMP

FIGURE 5.7

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

**MISCELLANEOUS DETAILS**  
SIDEWALK, CURB AND GUTTER REPAIR  
AT VARIOUS LOCATIONS  
ISLAND OF OAHU  
PROJECT NO. HWY-OM-2022-38R  
Not to Scale Date: June, 2022  
SHEET No. 7 OF 9 SHEETS

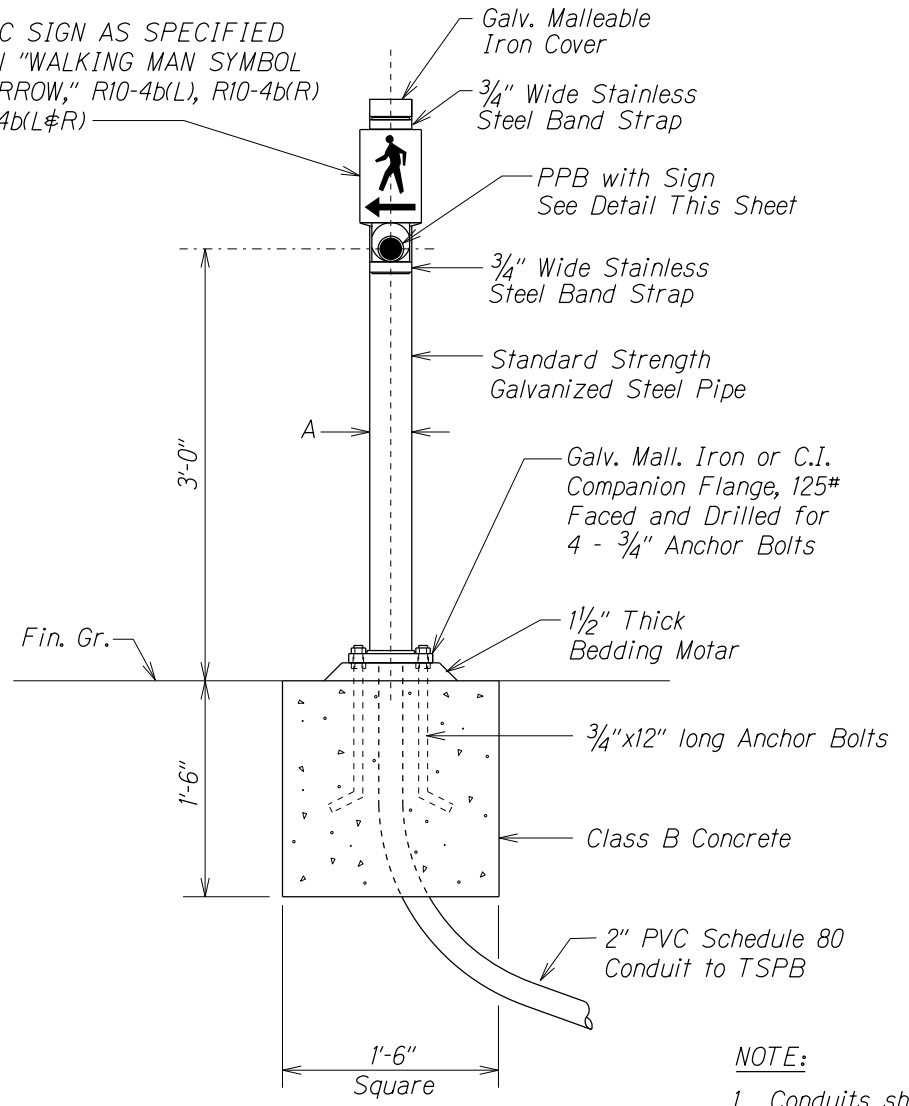
SURVEY PLOTTED BY	DATE
DRAWN BY	
DESIGNED BY	
QUANTITIES BY	
CHECKED BY	
ORIGINAL PLAN	
NOTE BOOK	
No.	



**PEDESTRIAN PUSH BUTTON WITH SIGN**

Man, Arrow & Push Button - White Background - Black

TRAFFIC SIGN AS SPECIFIED IN PLAN "WALKING MAN SYMBOL WITH ARROW," R10-4b(L), R10-4b(R) OR R10-4b(L&R)



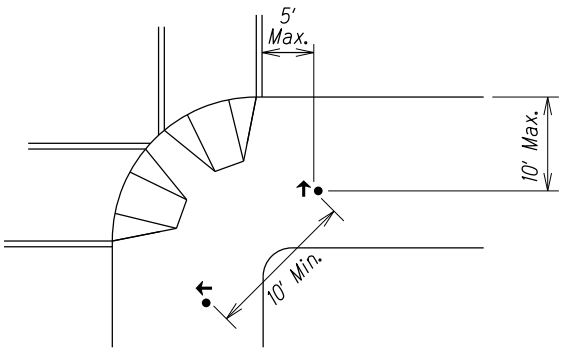
**PPB POST AND FOOTING DETAIL**

AMOUNT OF PPB	DIMENSIONS	
	A	B
1	3 1/2"	8"
2-3	4 1/2"	9"

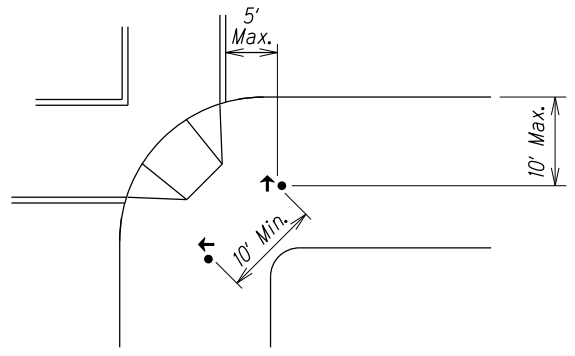
- NOTE:**
- Conduits shall protrude 2" max. above finished surface of foundation.
  - Conduits shall slope away from post foundation.

**GENERAL NOTES:**

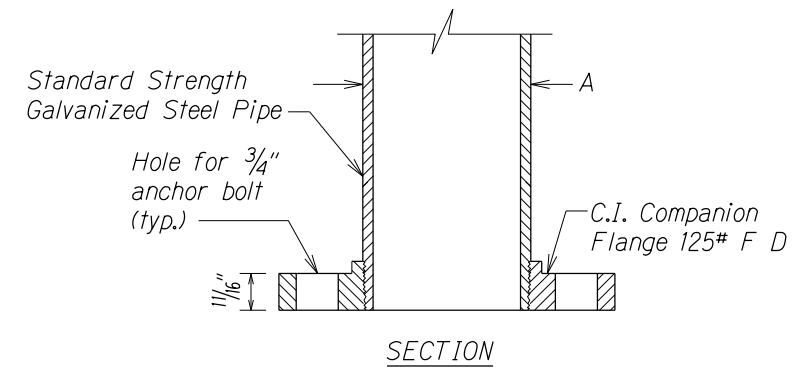
- There shall be a 30" x 48" level ground surface (2% max. cross slope, both directions) for a forward or side approach, as appropriate, to a pedestrian push button. Location of pedestrian push button shall be shown on Civil Plans in addition to Electrical Plans.
- At intersection corners where two pedestrian push buttons are provided, the push buttons should be separated by a distance of at least 10 ft. and located as follows:
  - adjacent to a level all-weather surface to provide access from a wheelchair and, where there is an all-weather surface, wheelchair accessible route to the ramp
  - within 5 ft. of the crosswalk extended
  - within 10 ft. of the edge of the curb, shoulder or pavement
  - parallel to the crosswalk to be used



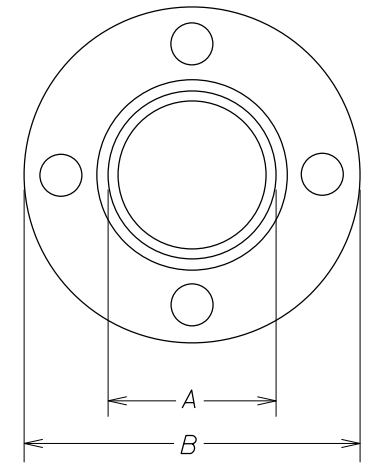
TWO CURB-CUT RAMPS



ONE CURB-CUT RAMP



**SECTION**



**TOP VIEW**

**FLANGE DETAIL**

FIGURE 5.8

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

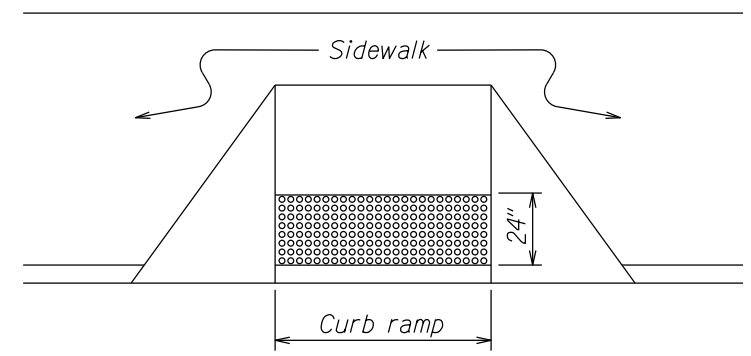
**PEDESTRIAN PUSH BUTTON DETAILS**

SIDEWALK, CURB AND GUTTER REPAIR  
AT VARIOUS LOCATIONS  
ISLAND OF OAHU  
PROJECT NO. HWY-OM-2022-38R  
Not to Scale Date: June, 2022

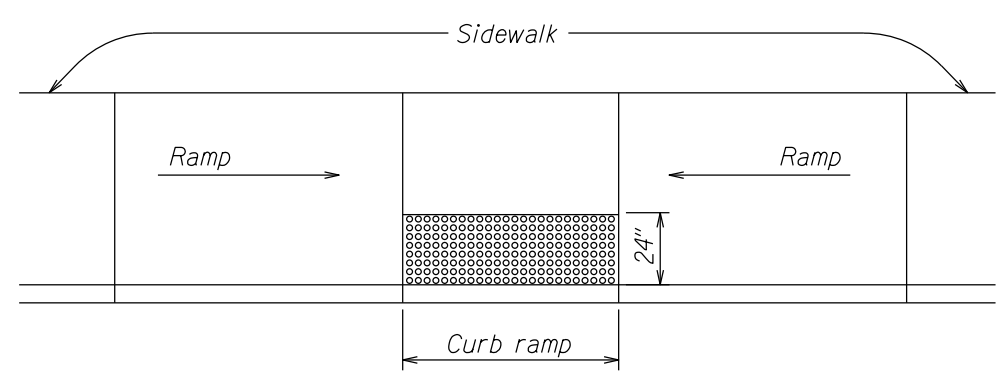
SHEET No. 8 OF 9 SHEETS

SURVEY PLOTTED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 DRAWN BY \_\_\_\_\_  
 NOTE BOOK \_\_\_\_\_  
 DESIGNED BY \_\_\_\_\_  
 QUANTITIES BY \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_  
 No. \_\_\_\_\_

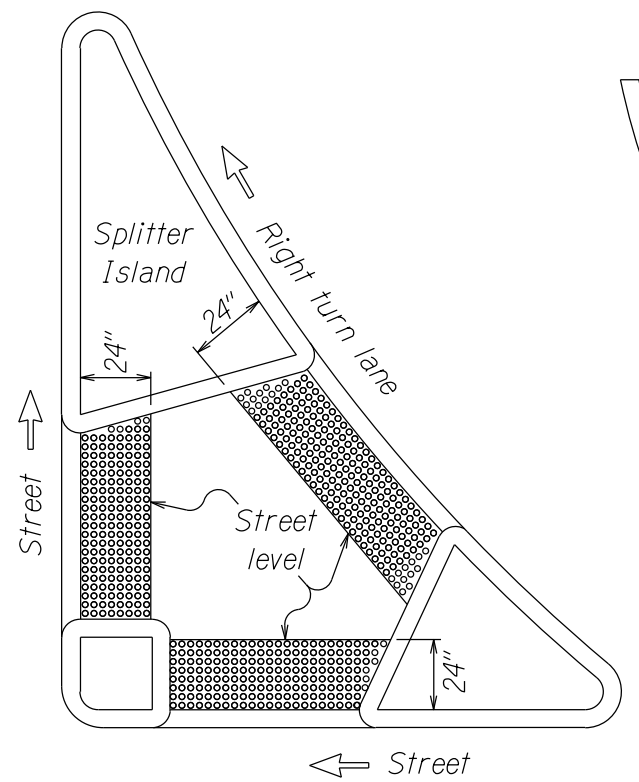
FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	HWY-OM-2022-38R	2023	9	9



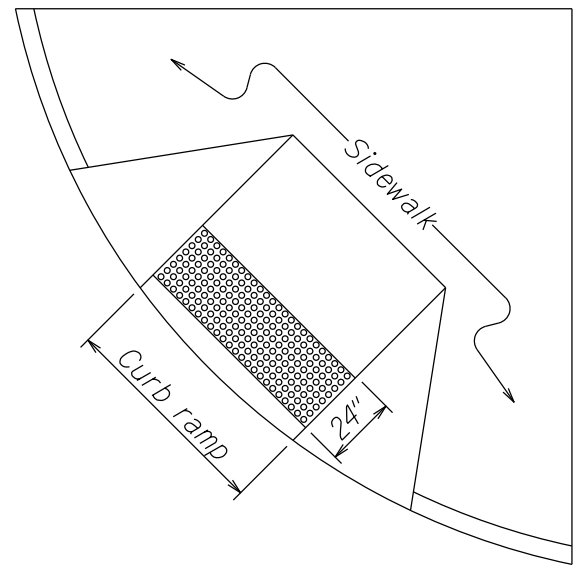
DETECTABLE WARNING AT CURB RAMP



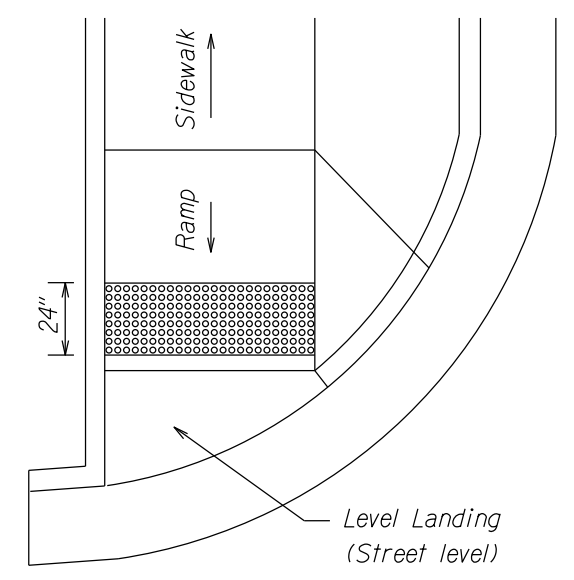
TRANSITION RAMP WITH DETECTABLE WARNING



REFUGE ISLAND WITH DETECTABLE WARNING



SHARED CURB RAMP WITH DETECTABLE WARNING



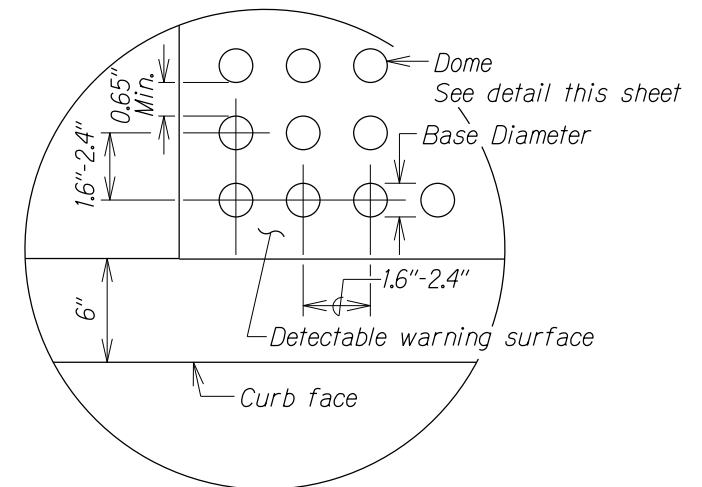
END OF SIDEWALK CURB RAMP WITH DETECTABLE WARNING

TYPICAL INSTALLATION OF DETECTABLE WARNINGS

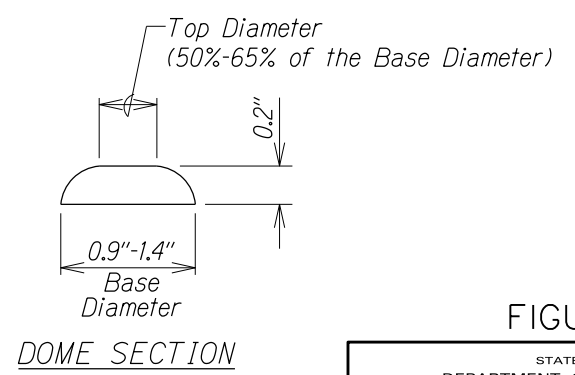
Not to Scale

NOTES:

1. Detectable warnings shall be 24 inches in the direction of travel and extend the full width of the curb ramp or flush surface (does not include flares).
2. Truncated domes shall have a diameter of 0.9 to 1.4 inch at the bottom, a diameter of 50%-65% of the base diameter at the top, a height of 0.2 inch and a center-to-center spacing of 1.6 to 2.4 inches measured along one side of a square arrangement.
3. Domes shall be aligned on a square grid in the predominant direction of travel to permit wheels to roll between the domes.
4. There shall be a minimum of 70 percent contrast in light reflectance between the detectable warning and an adjoining surface, or the detectable warning shall be "safety yellow".
5. The material used to provide visual contrast shall be an integral part of the detectable warning surface.
6. The detectable warning shall be located so that the edge nearest the curb line or other potential hazard is 6 to 8 inches from the curb line.



ENLARGEMENT



DOME SECTION

DETECTABLE WARNING DETAIL

Not to Scale

FIGURE 5.9

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

**DETECTABLE WARNING DETAILS**  
SIDEWALK, CURB AND GUTTER REPAIR  
AT VARIOUS LOCATIONS  
ISLAND OF OAHU  
PROJECT NO. HWY-OM-2022-38R  
Not to Scale Date: June, 2022

SURVEY PLOTTED BY	DATE
DRAWN BY	
DESIGNED BY	
QUANTITIES BY	
CHECKED BY	
ORIGINAL PLAN	
NOTE BOOK	
No.	

## 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

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION  
HONOLULU, HAWAII

P R O P O S A L

6/02/1998

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

**PROJECT:**                   **SIDEWALK, CURB AND GUTTER REPAIR AT  
VARIOUS LOCATIONS  
ISLAND OF OAHU**

**PROJECT NO.:**           **HWY-OM-2022-38R**

**COMPLETION TIME:**   **TWELVE (12) MONTHS from the date indicated in  
the Notice to Proceed from the Department with  
the option to extend for two (2) additional twelve  
(12) month periods upon mutual agreement.**

**DESIGN PROJECT MANAGER:**

**NAME:**                   **JENNIFER RUSSELL  
ADDRESS:**           **601 KAMOKILA BLVD., ROOM 609  
KAPOLEI, HAWAII 96707  
PHONE NO.:**       **(808) 692-7572  
EMAIL:**               **jennifer.t.russell@hawaii.gov  
FAX NO.:**           **(808) 692-7590**

**ELECTRONIC SUBMITTAL:**

**The bidder shall submit the proposal in HlePRO.  
The proposal shall be UPLOADED to HlePRO prior  
to the bid opening date and time. See SPECIAL  
PROVISIONS - Section 102, 102.09 DELIVERY OF  
PROPOSALS - for additional information.**

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 \$6,060.00 per area, in the form checked below. (Check applicable bid security submitted with bid.)

\_\_\_\_\_ Surety Bid Bond (Use standard form),

\_\_\_\_\_ Cash,

\_\_\_\_\_ Cashier's Check,

\_\_\_\_\_ Certified Check, or

\_\_\_\_\_ \_\_\_\_\_  
(Fill in other acceptable security.)

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

Addendum No. 1 \_\_\_\_\_

Addendum No. 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. The bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Joint Contractor or Subcontractor. For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor. 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. _____	_____

<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 FOR AREA 1**

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 – AREA 1**

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
634.1000	4-Inch Portland Cement Concrete Sidewalk	45	Sq Yd	\$_____	\$_____
634.1010	Removing Existing PCC Sidewalk	45	Sq Yd	\$_____	\$_____
638.1000	Curb, Type 2D	35	Lin Ft	\$_____	\$_____
638.1010	Curb and Gutter, Type 2DG	35	Lin Ft	\$_____	\$_____
638.1030	Removing Existing Curb	35	Lin Ft	\$_____	\$_____
638.1040	Removing Existing Curb and Gutter	35	Lin Ft	\$_____	\$_____
645.1000	Electronic Message Board (per day)	45	Each	\$_____	\$_____
650.1010	Curb Ramp, Type A	1	Each	\$_____	\$_____
650.1020	Curb Ramp, Type B	1	Each	\$_____	\$_____
650.1021	Curb Ramp, Type B Modified	1	Each	\$_____	\$_____
650.1030	Curb Ramp, Type C	1	Each	\$_____	\$_____
650.1031	Curb Ramp, Type C Modified	1	Each	\$_____	\$_____
650.1040	Curb Ramp, Type D	1	Each	\$_____	\$_____
650.1041	Curb Ramp, Type D Modified	1	Each	\$_____	\$_____
650.1050	Curb Ramp, Type E	1	Each	\$_____	\$_____

**PROPOSAL SCHEDULE – AREA 1**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
650.2000	Detectable Warning Mat	1	Each	\$_____	\$_____
SUM OF ALL ITEMS– AREA 1					\$_____

## **PREFERENCES FOR AREA 2**

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 – AREA 2**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
634.1000	4-Inch Portland Cement Concrete Sidewalk	45	Sq Yd	\$_____	\$_____
634.1010	Removing Existing PCC Sidewalk	45	Sq Yd	\$_____	\$_____
638.1000	Curb, Type 2D	35	Lin Ft	\$_____	\$_____
638.1010	Curb and Gutter, Type 2DG	35	Lin Ft	\$_____	\$_____
638.1030	Removing Existing Curb	35	Lin Ft	\$_____	\$_____
638.1040	Removing Existing Curb and Gutter	35	Lin Ft	\$_____	\$_____
645.1000	Electronic Message Board (per day)	45	Each	\$_____	\$_____
650.1010	Curb Ramp, Type A	1	Each	\$_____	\$_____
650.1020	Curb Ramp, Type B	1	Each	\$_____	\$_____
650.1021	Curb Ramp, Type B Modified	1	Each	\$_____	\$_____
650.1030	Curb Ramp, Type C	1	Each	\$_____	\$_____
650.1031	Curb Ramp, Type C Modified	1	Each	\$_____	\$_____
650.1040	Curb Ramp, Type D	1	Each	\$_____	\$_____
650.1041	Curb Ramp, Type D Modified	1	Each	\$_____	\$_____
650.1050	Curb Ramp, Type E	1	Each	\$_____	\$_____

**PROPOSAL SCHEDULE – AREA 2**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
650.2000	Detectable Warning Mat	1	Each	\$_____	\$_____
SUM OF ALL ITEMS– AREA 2					\$_____

### **PREFERENCES FOR AREA 3**

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 – AREA 3**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
634.1000	4-Inch Portland Cement Concrete Sidewalk	45	Sq Yd	\$_____	\$_____
634.1010	Removing Existing PCC Sidewalk	45	Sq Yd	\$_____	\$_____
638.1000	Curb, Type 2D	35	Lin Ft	\$_____	\$_____
638.1010	Curb and Gutter, Type 2DG	35	Lin Ft	\$_____	\$_____
638.1030	Removing Existing Curb	35	Lin Ft	\$_____	\$_____
638.1040	Removing Existing Curb and Gutter	35	Lin Ft	\$_____	\$_____
645.1000	Electronic Message Board (per day)	45	Each	\$_____	\$_____
650.1010	Curb Ramp, Type A	1	Each	\$_____	\$_____
650.1020	Curb Ramp, Type B	1	Each	\$_____	\$_____
650.1021	Curb Ramp, Type B Modified	1	Each	\$_____	\$_____
650.1030	Curb Ramp, Type C	1	Each	\$_____	\$_____
650.1031	Curb Ramp, Type C Modified	1	Each	\$_____	\$_____
650.1040	Curb Ramp, Type D	1	Each	\$_____	\$_____
650.1041	Curb Ramp, Type D Modified	1	Each	\$_____	\$_____
650.1050	Curb Ramp, Type E	1	Each	\$_____	\$_____

**PROPOSAL SCHEDULE – AREA 3**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
650.2000	Detectable Warning Mat	1	Each	\$_____	\$_____
SUM OF ALL ITEMS– AREA 3					\$_____

## **PREFERENCES FOR AREA 4**

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 – AREA 4**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
634.1000	4-Inch Portland Cement Concrete Sidewalk	45	Sq Yd	\$_____	\$_____
634.1010	Removing Existing PCC Sidewalk	45	Sq Yd	\$_____	\$_____
638.1000	Curb, Type 2D	35	Lin Ft	\$_____	\$_____
638.1010	Curb and Gutter, Type 2DG	35	Lin Ft	\$_____	\$_____
638.1030	Removing Existing Curb	35	Lin Ft	\$_____	\$_____
638.1040	Removing Existing Curb and Gutter	35	Lin Ft	\$_____	\$_____
645.1000	Electronic Message Board (per day)	45	Each	\$_____	\$_____
650.1010	Curb Ramp, Type A	1	Each	\$_____	\$_____
650.1020	Curb Ramp, Type B	1	Each	\$_____	\$_____
650.1021	Curb Ramp, Type B Modified	1	Each	\$_____	\$_____
650.1030	Curb Ramp, Type C	1	Each	\$_____	\$_____
650.1031	Curb Ramp, Type C Modified	1	Each	\$_____	\$_____
650.1040	Curb Ramp, Type D	1	Each	\$_____	\$_____
650.1041	Curb Ramp, Type D Modified	1	Each	\$_____	\$_____
650.1050	Curb Ramp, Type E	1	Each	\$_____	\$_____

**PROPOSAL SCHEDULE – AREA 4**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
650.2000	Detectable Warning Mat	1	Each	\$_____	\$_____
SUM OF ALL ITEMS– AREA 4					\$_____

<b>PROPOSAL SCHEDULE SUMMARY</b>	
SUM OF ALL ITEMS – AREA 1	\$ _____
SUM OF ALL ITEMS – AREA 2	\$ _____
SUM OF ALL ITEMS – AREA 3	\$ _____
SUM OF ALL ITEMS – AREA 4	\$ _____

## **PROPOSAL SCHEDULE**

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

The "SUM OF ALL ITEMS" will determine the lowest responsible bidder for each area.

### Notes:

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.
3. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
4. The bidder shall submit the proposal in HlePRO. The proposal shall be UPLOADED to HlePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Original (wet ink) proposal documents are not required to be submitted. The award will be made based on proposals uploaded in HlePRO. Any and all other additional documents explicitly designated and labeled as CONFIDENTIAL OR PROPRIETARY shall be UPLOADED SEPARATELY to HlePRO.
5. Bid prices are for travel time, mileage and furnishing all labor, tools, traffic controls, all applicable taxes, fees and equipment necessary for all work shown and called for in accordance with the true intent and meaning of the specifications.
6. Bidder may bid on any or all groups. To be considered, bidder must submit a bid for all items within a group. Separate contracts will be awarded for each area. If a bidder is determined the lowest bidder for multiple areas, one combined contract will be awarded.
7. Any contract which is awarded shall be an open-ended contract since the exact value of work to be performed during the contract period cannot be determined beforehand. The unit price for each item of work on any

particular work order shall be that which corresponds to the quantity of work for that item actually performed for each work order.

8. The sum of all work and materials required to perform the required repairs which are issued on a “single work order.” A single work order shall be a work order submitted by the Contractor for work that can be performed by the Contractor without relocating a distance of more than 3,000 feet between any two adjacent repair locations.
9. The “Approx. Quantity” on the proposal schedules reflects a typical quantity for each repair location to be used for bidding purposes.
10. Preference for Hawaii Products – 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.

# 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 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 Oblige, hereinafter called Oblige, in the amount

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_),  
(Dollar amount of Contract)

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

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

- Certified Check No.** \_\_\_\_\_, dated \_\_\_\_\_, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

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

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

**NOW THEREFORE,**

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

(Seal) \_\_\_\_\_

Name of Contractor

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC

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

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

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

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

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

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

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

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

# LABOR AND MATERIAL PAYMENT BOND

## KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto \_\_\_\_\_  
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
(Dollar amount of Contract)

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

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

**WHEREAS:**

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

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

**NOW THEREFORE,**

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_  
Name of Contractor

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC

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 \_\_\_\_\_ 1<sup>st</sup> Circuit

Notary Name: \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public, 1<sup>st</sup> Circuit, State of Hawai'i  
 My commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Signature \_\_\_\_\_ Date

NOTARY CERTIFICATION