



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

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

FOR

LIKELIKE HIGHWAY

WILSON TUNNEL STRUCTURAL REPAIRS

FEDERAL-AID PROJECT NO. BR-063-1(028)

DISTRICT OF HONOLULU AND KOOLAUPOKO

ISLAND OF OAHU

FY 2025

NOTICE TO BIDDERS
Hawaii Revised Statutes (HRS),
Chapter 103D

The receiving of bids for LIKELIKE HIGHWAY, WILSON TUNNEL STRUCTURAL REPAIRS, DISTRICT OF HONOLULU AND KOOLAUPOKO, ISLAND OF OAHU, PROJECT NO. BR-063-1(028), will begin as of the HiePRO Release Date. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on Vendor Registration: <https://hiepro.ehawaii.gov/welcome.html>.

The solicitation plans, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HiePRO.

HiePRO OFFER DUE DATE & TIME is **Bid Opening Day, August 20, 2024**, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HiePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of the replacement of the hanger rod assemblies in the Wilson Tunnel plenum and traffic control during construction. The estimated cost of construction is between \$5,000,000 and \$6,000,000.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering "A" license **prior to the award of contract.**

A virtual pre-bid conference is scheduled for **July 30, 2024, 10:00 a.m. HST on Microsoft Teams**. Interested bidders shall contact Robert Loo, Project Manager, directly at robert.s.loo@hawaii.gov, no later than five working days prior to the scheduled pre-bid conference to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HIePRO **no less than 14 calendar days before bid opening**. RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

If there is a conflict between the solicitation and information stated in the pre-bid conference, the meeting minutes, and/or the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of HRS § 11-355 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.

Protests. Any protest of this solicitation shall be submitted in writing to the Director of

Transportation, in accordance with HRS § 103D-701 and Hawaii Administrative Rules § 3-126.

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

The U.S. Department of Transportation 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 shall affirmatively ensure that the contract entered into pursuant to this advertisement shall be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR Part 200).

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

Bidders shall read the Disadvantaged Business Enterprise Requirements, included in this solicitation, which establishes the program requirements pursuant to Title 49, CFR, Part 26, and includes the requirements of certification, method of award, and evidence of good faith. All Bidders shall email Robert Loo, Project Manager, at robert.s.loo@hawaii.gov, the following: “Disadvantaged Business Enterprise Contract Goal Verification and Good Faith Efforts Documentation for Construction”; “Disadvantaged Business Enterprise Confirmation and Commitment Agreement – Trucking Company”; and “Disadvantaged Business Enterprise Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier”,

no later than August 26, 2024 at 4:30 p.m., HST. Failure to provide the respective documents shall be grounds for rejection of bid.

Driving While Impaired (DWI) Education. The Hawaii Department of Transportation (HDOT) encourages all organizations contracted with HDOT to have an employee education program preventing DWI. DWI is defined as operating a motor vehicle while impaired by alcohol or other legal or illegal substances. HDOT promotes this type of program to accomplish our mission to provide a safe environment for motorists, bicyclists, and pedestrians utilizing our State highways, and expects its contractors to do so as well.

For additional information, contact Robert Loo, Project Manager, by phone at (808) 692-8438, or by email at robert.s.loo@hawaii.gov.

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



ROBIN K. SHISHIDO
Deputy Director of Transportation for Highways

HIePRO RELEASE DATE: July 23, 2024

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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.

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

I. GENERAL

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

II. POLICY

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

III. DBE ASSURANCES

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

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

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

IV. BIDDER/OFFEROR RESPONSIBILITIES

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

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

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

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

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

V. PROPOSAL REQUIREMENTS

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

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

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

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

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

VI. COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL

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

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

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

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

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

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

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

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

VII. USE OF JOINT CHECKS UNDER THE DBE PROGRAM

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

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

VIII. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD

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

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

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

IX. ADMINISTRATIVE RECONSIDERATION.

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

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

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

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

X. AWARD OF CONTRACT

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

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

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

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

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

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

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

The written notice by the contractor must include the following:

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

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

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

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

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

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

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

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

XII. CONTRACT COMPLIANCE

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

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

XIII. PAYMENT

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

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

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

XIV. RECORDS

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

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

XV. FAILURE TO COMPLY WITH DBE REQUIREMENTS

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



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

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

As required by the specifications “*Disadvantaged Business Enterprise Requirements*,” the dollar amount of each subcontract (both DBE and non-DBE firms) for all subcontractors, manufacturers, suppliers, and trucking companies is due by the close of business, 4:30 P.M. Hawaii Standard Time (HST) five (5) days after bid opening. **Failure to provide required information sufficient to evaluate the bid/proposal shall be cause for bid/proposal rejection.**

Calculation of the DBE contract goal for this project is the proportionate contract dollar value of work performed, materials, and goods to be supplied by DBEs. DBE credit shall not be given for mobilization, force account items, and allowance items. This DBE contract goal is applicable to all the contract work performed for this project and is calculated as follows:

1. DBE contract goal percentage = Contract Dollar Value of the work to be performed by DBE subcontractors and manufacturers, plus 60% of the contract dollar value of DBE suppliers, divided by the sum of all contract items (sum of all contract items is the total amount for comparison of bids less mobilization, force account items, and allowance items).

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

| Name of Subcontractor, Supplier, Manufacturer, and Trucking Company | DBE (Y/N) | Bid Item Number and Description | Approx. Quantity/Hours | Unit | Unit Price/Rate | Dollar Amount |
|---|-----------|---------------------------------|------------------------|------|-----------------|---------------|
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| A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers | |
| B. Sum of all work items less mobilization, force account items, allowance items | |
| A/B = DBE contract goal | |

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR: _____ DATE: _____

Summary of Good Faith Efforts (GFE)

As required by the specifications “*Disadvantaged Business Enterprise Requirements*,” documentation of GFE shall be submitted by the close of business, 4:30 P.M. HST five (5) days of bid opening. **The bidder/offeror shall respond to the following questions and describe efforts to obtain DBE participation whether or not the DBE project goal is met.** Responses must be sufficient to properly evaluate the bidder’s/offeror’s good faith efforts. Copies of correspondence return receipts, telephone logs, or other documentation will be required to support GFE. Attach additional sheets, if necessary. Based on responses given, HDOT shall make a determination of the bidders’ GFE. **Failure to provide required information sufficient to evaluate the bid/proposal shall be cause for bid/proposal rejection.**

1. Did you submit the required information by the close of business, 4:30 P.M. HST, five (5) days after bid opening (i.e. DBE name, address, NAICS code, description of work, project name, and number)?
2. Explain your GFE if any, to solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract.
 - a. Explain your GFE if any, to solicit the participation of potential DBEs as early in the procurement process as practicable.
 - b. Explain your GFE if any, to allow sufficient time for the DBEs to properly inquire about the project and respond to the solicitation.
 - c. Explain your GFE if any, to take appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project.
3. Explain your GFE if any, to identify and break up portions of work that can be performed by DBEs in order to increase the likelihood that a DBE will be able to participate, and that the DBE goal could be achieved (e.g. breaking out contract items into economically feasible units to facilitate DBE participation even when you might otherwise prefer to self-perform these work items).
4. Explain your GFE if any, to make available or provide interested DBEs with adequate information about the plans, specifications, and requirements of the project in a timely manner, and assist them in responding to your solicitation.
5. Explain your GFE if any, to negotiate in good faith with interested DBEs. Evidence of such negotiations includes documenting:
 - a) the names, addresses and telephone numbers of DBEs that were contacted; b) a description of the information that was provided to DBEs regarding the plans and specifications; and c) detailed explanation for not utilizing individual DBEs on the project.
6. Did you solely rely on price in determining whether to use a DBE? If yes please explain. The fact that there may be additional or higher costs associated with finding and utilizing DBEs are not, by themselves, sufficient reasons for your refusal to utilize a DBE or

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE:

failure to meet the DBE goal, provided that such additional costs are not unreasonable. Also, the ability or desire to perform a portion of the work with your own forces, that could have been undertaken by an available DBE, does not relieve you of the responsibility to make good faith efforts to meet the DBE goal, and to make available and solicit DBE participation in other areas of the project to meet the DBE goal.

7. Did you reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities? If yes, please explain. The DBEs standing within the industry, membership in specific groups, organizations or associates, and political or social affiliation are not legitimate basis for the rejection or non-solicitation of bids from particular DBEs.
8. Explain your GFE to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
9. Explain your GFE if any, to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
10. If you selected a non-DBE over a DBE subcontractor, please provide the quotes of each DBE and non-DBE subcontractor submitted to you for work on the contract; and for each DBE that was contacted but not utilized for a contract, provide a detailed written explanation for each DBE detailing the reasons for not utilizing or allowing the DBE to participate in the contract.
11. Explain your GFE if any, to effectively use the services of available minority/women community organizations, minority/women business groups, contractors' groups, and local, state and federal minority/women business assistance offices or other organizations to provide assistance in recruitment and placement of DBEs.

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE:



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

| | |
|---|--|
| Project # | Self-explanatory |
| County | County where project is located |
| DBE Project Goal | Indicate DBE goal listed in the proposal on P-1 |
| Prime Contractor | Name of prime contractor |
| Name of Subcontractor, Supplier, Manufacturer, and Trucking Company | Company name of subcontractor, supplier, manufacturer, or trucking firm |
| DBE (Y/N) | Y for yes and N for no |
| Bid Item Number and Description | Pay item and description |
| Approx. Quantity/ Hours | Self-explanatory |
| Unit | Unit of measure |
| Unit Price/ Rate | Self-explanatory |
| Dollar Amount | Total dollar amount committed to subcontractor, supplier, manufacturer, or trucking firm |
| A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers | Total amount of DBE participation |
| B. Sum of all work items less mobilization, force account items, allowance items | List total of work items minus mobilization, force accounts and allowances. DBE credit shall not be given for mobilization, force account items, and allowance items. |
| A/B = DBE contract goal | Self-explanatory |
| Name and Signature of Authorized Representative of Prime Contractor | Self-explanatory (Note: bidder must sign and date every page of form.) |
| Date | Date form is signed |
| Summary of Good Faith Efforts (GFE) | Complete by answering questions in detail and providing documentation to support how bidder demonstrated good faith efforts to meet the goal, irrespective of whether or not the goal was met. |



Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement Trucking Company

This commitment is subject to the award and receipt of a signed contract from the Hawaii Department of Transportation (HDOT) for the subject project. DBEs must be certified by the bid opening date.

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

*All quantities and units should match the bid tab item whenever possible.

The prime contractor shall inform HDOT the dates when the trucking firm starts and completes all work under the subcontract.

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

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

1. Number of hours contracted or quantities to be hauled: _____
2. Number of fully operational trucks to be used: _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of fully operational trucks owned by DBE: _____ Dump trucks: _____ Tractors/trailers: _____
4. If Owner Operators or additional trucking companies are to be used answer the following:

| Name of Trucking Company | DBE Y/N | Estimated Dollar Amount to be Contracted | Number and Type of Trucks (specify) |
|--------------------------|---------|--|-------------------------------------|
| | | \$ | |
| | | \$ | |

The prime contractor certifies by signature on this agreement to utilize the DBE trucking company as listed on the agreement form. If a DBE trucking company is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the contract DBE requirements. **IMPORTANT! The signatures of the DBE, prime contractor, and subcontractor (only if the DBE will be a second tier sub) confirms that all information on this Agreement is true and correct. Parties should sign Agreement in the order in which they are listed.**

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

HDOT retains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you.



Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement Trucking Company INSTRUCTIONS

The purpose of this agreement is to secure the commitment of the bidder/offeror to utilize the listed DBE trucking company, and the DBE's confirmation that it will perform work for the bidder/offeror on this project. The information on this form shall be provided by the DBE.

| | |
|---|---|
| Project # | Self-explanatory |
| County | County where project is located |
| NAICS Code/Description of Work | Primary North American Industry Classification System code under which DBE is certified to perform and description of work to be done |
| Secondary NAICS Code | List other NAICS codes firm is certified to perform |
| Estimated Beginning Date (Month/Year) | Date DBE shall begin work on the project |
| Estimated Completion Date (Month/Year) | Date DBE's work will be completed |
| Trucking Company | Name of DBE trucking company |
| Item No. | List pay item number |
| Item Description | Description of item |
| Unit | Unit of measure – e.g. weight or hours |
| Unit Price/Rate | Cost per unit or hourly rate |
| Amount | Total amount per pay item |
| Total Commitment Amount | Sum of all pay items and total commitment of bidder/offeror to DBE |
| Number of hours contracted or quantities to be hauled | Approximate number of hours or tonnage to be hauled |
| Number of fully operational trucks to be used: | Total number of trucks to be used for the project |
| Tractor/Trailers | Number of tractor trailers to be used |
| Dump Trucks | Number of dump trucks to be used |
| Number of fully operational trucks owned by DBE | Number of listed DBE's trucks to be used on this project |
| Name of Trucking Company | If other trucking companies (DBE or non-DBE) are to be leased, list name and information about type of trucks in this section |
| Estimated Dollar Amount to be Contracted | Provide information about estimated cost to lease trucks |
| Number of Dump Trucks, Tractor/Trailer | Self-explanatory |
| DBE NAME | DBE Company name |
| Name/Title | Name and title of DBE's representative |
| Address | Self-explanatory |
| Phone | Self-explanatory |
| Fax | Self-explanatory |
| Email | Self-explanatory |
| Signature | Signature of DBE's representative |
| Date | Date agreement is signed |
| Prime Contractor | Company name |

| | |
|--|--|
| Name/Title | Name and title of prime contractor's representative |
| Address | Self-explanatory |
| Phone | Self-explanatory |
| Fax | Self-explanatory |
| Email | Self-explanatory |
| Signature | Signature of prime contractor's representative |
| Date | Date agreement is signed |
| Subcontractor (only if the DBE will be a second tier sub): | Name of subcontractor only if the listed DBE trucking company will be performing work under this subcontractor |
| Name/Title | Name and title of the subcontractor's representative |
| Address | Self-explanatory |
| Phone | Self-explanatory |
| Fax | Self-explanatory |
| Email | Self-explanatory |
| Signature | Signature of subcontractor |
| Date | Date agreement is signed |



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

This commitment is subject to the award and receipt of a signed contract from the Hawaii Department of Transportation (HDOT) for the subject project. DBEs must be certified by the bid opening date.

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

*All quantities and units should match the bid tab item whenever possible.

The prime contractor shall inform HDOT of the dates when the subcontractor starts and completes all work under the subcontract.

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

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

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

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

The prime contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the contract DBE requirements. **IMPORTANT! The signatures of the DBE, prime contractor, and subcontractor (only if the DBE will be a second tier sub) confirms that all information on this Agreement is true and correct. Parties should sign Agreement in the order in which they are listed.**

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

HDOT retains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you.



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

The purpose of this agreement is to secure the commitment of the bidder/offeror to utilize the listed DBE, and the DBE's confirmation that it will perform work for the bidder/offeror on this project. The information on this form shall be provided by the DBE.

| | |
|--|--|
| Project # | Self-explanatory |
| County | County where project is located |
| NAICS Code/Description of Work | Primary North American Industry Classification System code under which DBE is certified to perform and description of work to be done |
| Secondary NAICS Code | List other NAICS codes firm is certified to perform |
| Estimated Beginning Date (Month/Year) | Date DBE shall begin work on the project |
| Estimated Completion Date (Month/Year) | Date DBE's work will be completed |
| Subcontractor | Name of DBE subcontractor (company name) |
| Item No. | List pay item number |
| Item | Description of item |
| Approx. Quantity | Self-explanatory |
| Unit | List unit of measure |
| Unit Price | Cost per unit |
| Amount | Total amount per pay item |
| Total Commitment Amount | Sum of all pay items and total commitment of bidder/offeror to DBE |
| Manufacturer | Name of DBE manufacturer |
| Supplier | Name of DBE supplier (aka regular dealer) |
| DBE NAME | DBE Company name |
| Name/Title | Name and title of DBE's representative |
| Address | Self-explanatory |
| Phone | Self-explanatory |
| Fax | Self-explanatory |
| Email | Self-explanatory |
| Signature | Signature of DBE's representative |
| Date | Date agreement is signed |
| Prime Contractor | Company name |
| Name/Title | Name and title of prime contractor's representative |
| Address | Self-explanatory |
| Phone | Self-explanatory |
| Fax | Self-explanatory |
| Email | Self-explanatory |
| Signature | Signature of prime contractor's representative |
| Date | Date agreement is signed |
| Subcontractor (only if the DBE will be a second tier sub): | Name of subcontractor only if the listed DBE will be performing work under this subcontractor as a second tier subcontractor/supplier/manufacturer |

| | |
|------------|--|
| Name/Title | Name and title of the subcontractor's representative that the listed DBE will work under as a second tier subcontractor/supplier/manufacture |
| Address | Self-explanatory |
| Phone | Self-explanatory |
| Fax | Self-explanatory |
| Email | Self-explanatory |
| Signature | Signature of subcontractor's representative |
| Date | Date agreement is signed |

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

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

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

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

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

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS

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

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

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

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

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

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

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

22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

170
171 **Bid** - See Proposal.

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

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

180

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

185

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

189

190 **Calendar Day** - See Day.

191

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

201

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

203

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

206

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

209

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

215

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

218

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

221

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

229

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

232

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

235

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

238

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

245

246 **Contracting Officer** - See Engineer.

247

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

251

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

254

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

258

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

261

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

264

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

268

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

271

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

273

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

280

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

285

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

288

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

293

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

297

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

300

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

303

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

306

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

310

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

314

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 offer of a Bidder, on the prescribed HDOT form, to perform
384 the work and to furnish the labor and materials at the prices quoted.

385
386 **Public Traffic** - Vehicular or pedestrian movement on a public way.

387
388 **Punchlist** - A list compiled by the Engineer specifying work yet to be completed or
389 corrected by the Contractor in order to substantially complete the contract.

390
391 **Questionnaire** - The specified forms on which the bidder shall furnish required
392 information as to its ability to perform and finance the work.

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

397
398 **Right-of-Way** - Land, property, or property interests acquired by a government
399 agency for, or devoted to transportation purposes.

400
401 **Roadbed** - The graded portion of a highway within top and side slopes, prepared
402 as a foundation for the pavement structure and shoulders.

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

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

409

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

413

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

417

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

420

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

425

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

428

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

431

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

434

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

437

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

440

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

446

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

449

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

453

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

456

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

460

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

465

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

468

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

472

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

476

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

481

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

485

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

487

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

491

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

494

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

497

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

500

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

504
505 **Surfacing** - The uppermost layer of material placed on the traveled way or
506 shoulders. This term is used interchangeably with pavement.

507
508 **Traveled Way** - The portion of the roadway for the movement of vehicles,
509 exclusive of shoulders.

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

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

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

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

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

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

543
544 **Working Day** - A calendar day in which a Contractor is capable of working four or
545 more hours with its normal work force, exclusive of:
546

547 **(1)** Saturdays, Sundays, and recognized legal State holidays and such
548 other days specified by the contract documents as non-working days,
549

550 **(2)** Day in which the Engineer suspends work for four or more hours
551 through no fault of the Contractor.”
552

553

554

555

556

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 proposed
15 to be used, together with adequate proof of the availability of such equipment.
16 Whenever it appears to the Department, from answers to the questionnaire or
17 otherwise, that the prospective bidder is not fully qualified and able to perform the
18 intended work, the Department will, after affording the prospective bidder an
19 opportunity to be heard and if still of the opinion that the bidder is not fully qualified
20 to perform the work, refuse to receive or consider any bid offered by the
21 prospective bidder. All information contained in the answers to the questionnaire
22 shall be kept confidential. Questionnaire so submitted shall be returned to the
23 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 faithfully
30 and diligently previous contracts with the State.

31
32 **102.02 Contents of Proposal Forms.** The Department will furnish prospective
33 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 proposal.
48 The bidder shall not detach or alter the papers bound with or attached to the
49 proposal when the bidder submits its proposal through HlePRO.
50

51 Also, the bidder shall consider other documents including the plans and
52 specifications as 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 will
59 make payment to the Contractor for unit price items in accordance with the contract
60 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 quantities.
66

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

73 **102.05 Examination of Contract and Site of Work.** The bidder shall examine
74 carefully the site of the proposed work and contract before submitting a proposal.
75

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

- 79 (1) The bidder and its Subcontractors have reviewed the contract
80 documents and found them free from ambiguities and sufficient for the
81 purpose intended;
82
- 83 (2) The bidder and its workers, employees and subcontractors have the
84 skills and experience in the type of work required by the contract documents
85 bid upon;
86
- 87 (3) Neither the bidder nor its employees, agents, suppliers or
88 subcontractors have relied upon verbal representations from the
89 Department, its employees or agents, including architects, engineers or
90 consultants, in assembling the bid figure; and
91 (4) The basis for the bid figure are solely on the construction contract
92 documents.

93
94 Also, the bidder warrants that the bidder has examined the site of the work.
95 From its investigations, the bidder acknowledges satisfaction on:

- 96
97 (1) The nature and location of the work;
98
99 (2) The character, quality, and quantity of materials;
100
101 (3) The difficulties to be encountered; and
102
103 (4) The kind and amount of equipment and other facilities needed;
104

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

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

120 **102.06 Preparation of Proposal.** The submittal of its proposal shall be on
121 forms furnished by the Department. The bidder shall specify in words or figures:

- 122
123 (1) A unit price for each pay item with a quantity given;
124
125 (2) The products of the respective unit prices and quantities
126
127 (3) The lump sum amount; and
128
129 (4) The total amount of the proposal obtained by adding the amounts of
130 the several items.
131

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

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

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

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

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

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

- (1) The proposal is a form not furnished by the Department, altered, or detached;
- (2) The proposal contains unauthorized additions, conditions, or alternates. Also, the proposal contains irregularities that may tend to make the proposal incomplete, indefinite, or ambiguous to its meaning;
- (3) The bidder adds provisions reserving the right to accept or reject an award. Also, the bidder adds provisions into a contract before an award;
- (4) The proposal does not contain a unit price for each pay item listed except authorized optional pay items; and
- (5) Prices for some items are out of proportion to the prices for other items.
- (6) If in the opinion of the Director, the bidder and its listed subcontractors do not have the Contactor's licenses or combination of Contractor's licenses necessary to complete the work.

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

185 **102.08 Proposal Guaranty.** The Department will not consider a proposal of
186 \$25,000 or more unless accompanied by:

- 187
- 188 (1) A deposit of legal tender; or
- 189
- 190 (2) A valid surety bid bond, underwritten by a company licensed to issue
191 bonds in the State of Hawaii, in the form and composed, substantially, with
192 the same language as provided herewith and signed by both parties; or
- 193
- 194 (3) A certificate of deposit, share certificate, cashier's check, treasurer's
195 check, teller's check, or official check drawn by, or a certified check
196 accepted by and payable on demand to the State by a bank, savings
197 institution, or credit union insured by the Federal Deposit Insurance
198 Corporation (FDIC) or the National Credit Union Administration (NCUA).
- 199
- 200 (a) The bidder may use these instruments only to a maximum of
201 \$100,000.
- 202
- 203 (b) If the required security or bond amount totals over \$100,000
204 more than one instrument not exceeding \$100,000 each and issued
205 by different financial institutions shall be acceptable.
- 206
- 207 (c) The instrument shall be made payable at sight to the
208 Department.
- 209
- 210 (d) If bidder elects options (1) or (3) above for its bid security, said
211 bid security shall be in its original form and shall be submitted before
212 the bid deadline to the Contract Office, Department of
213 Transportation, Aliiaimoku Hale, 869 Punchbowl Street, Room 105,
214 Honolulu, Hawaii 96813. Original surety bid bonds do not need to be
215 submitted to the Contracts Office. Bidders are reminded that a copy
216 of its surety bid bond shall be included with its bid submitted and
217 uploaded to HlePRO.
- 218

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

221

222 **102.09 Delivery of Proposal.** Bidders shall submit and upload the complete
223 proposal to HlePRO prior to the bid opening date and time. Proposals received
224 after said due date and time shall not be considered. Any additional support
225 documents explicitly designated as confidential and/or proprietary shall be
226 uploaded as a separate file to HlePRO. Bidders shall not include confidential
227 and/or proprietary documents with the proposal. The record of each bidder and
228 respective bid shall be open to public inspection. Original (wet ink, hard copy)
229 proposal documents are not required to be submitted. Contract award shall be
230 based on evaluation of proposals submitted and uploaded to HlePRO.

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FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE
GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the Specification document and the HlePRO solicitation, the Specifications shall govern and control, unless otherwise specified.

102.10 Withdrawal or Revision of Proposals. Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed and submitted and uploaded to HlePRO prior to the bid opening date and time.

102.11 Public Opening of Proposals. Not applicable.

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

- (1) Submittal of more than one proposal whether under the same or different name.
- (2) Evidence of collusion among bidders. The Department will not recognize participants in collusion as bidders for any future work of the Department until such participants are reinstated as qualified bidders.
- (3) Lack of proposal guaranty.
- (4) Submittal of an unsigned or improperly signed proposal.
- (5) Submittal of a proposal without a listing of subcontractors or containing only a partial or incomplete listing of subcontractors.
- (6) Submittal of an irregular proposal in accordance with Subsection 102.07 - Irregular Proposals.
- (7) Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to HRS Chapter 84-15.
- (8) Suspended or debarred in accordance with HRS Chapter 104-25.
- (9) Failure to complete the prequalification questionnaire, if applicable.
- (10) Failure to attend the mandatory pre-bid meeting, if applicable.

276 **102.13 Material Guaranty.** The successful bidder may be required to furnish a
277 statement of the composition, origin, manufacture of materials, and samples.

278
279 **102.14 Substitution of Materials and Equipment Before Bid Opening.** See
280 Subsection 106.13 for Substitution Of Materials and Equipment After Bid Opening.

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

292
293 An addendum will be issued to inform all prospective bidders of any
294 accepted substitution in accordance with Subsection 102.17 – Addenda.

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

306
307 **(C) Substitution Denial.** Any substitution request not complying with
308 the above requirements will be denied.

309
310 **102.15 Preferences.** Preferences shall not apply to this project.

311
312 **102.16 Certification for Safety and Health Program for Bids in excess of**
313 **\$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror, by
314 signing and submitting this proposal, certifies that a written safety and health plan
315 for this project will be available and implemented by the notice to proceed date for
316 this project. Details of the requirements of this plan may be obtained from the
317 State Department of Labor and Industrial Relations, Occupational Safety and
318 Health Division (HIOSH).

319

320 **102.17 Addenda.** Addenda issued shall become part of the contract
321 documents. Addenda to the bid documents will be provided to all prospective
322 bidders via HlePRO. Each addendum shall be an addition to the contract
323 documents. The terms and requirements of the bid documents (i.e., drawings,
324 specifications and other bid and contract documents) cannot be changed prior to
325 the bid opening except by a duly issued addendum.”

326

327

328

END OF SECTION 102

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

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

5
6 **103.01 Consideration of Proposals.** The Department will compare the
7 proposals in terms of the summation of the products of the approximate quantities
8 and the unit bid prices after the submittal date and time established in HlePRO. If
9 a discrepancy occurs between the unit bid price and the bid price, the unit bid price
10 shall govern.
11

12 The “Buy America” provisions in the Surface Transportation Assistance Act
13 of 1982 is applicable to Federal-aid projects. Bidders may submit a bid based
14 upon the furnishing and use of domestic steel or foreign steel. Manufacturing
15 processes for domestic steel shall occur in the United States.
16

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

21 **103.02 Award of Contract.** The award of contract, if it be awarded, will be
22 made within 60 calendar days after the opening of bids, to the lowest responsible
23 and responsive bidder whose proposal complies with all the prescribed
24 requirements. The Department may request the bidders to allow the Department
25 to consider the bids for the issuance of an award beyond the 60-calendar day
26 period. Agreement to such an extension must be made by a bidder in writing. Only
27 bidders who have agreed to such an extension will be eligible for the award.
28

29 **(1) Requirement for Award.** The Bidder, as proof of compliance
30 with the requirements of section 103D-310(c), HRS, upon award
31 of a contract made pursuant to section 103D-302, HRS, shall
32 provide the documents listed below. The documents shall be
33 submitted promptly to the Department. If a valid
34 certificate/clearance is not submitted on a timely basis upon
35 award, the Bidder may be deemed non-responsible. See also
36 Subsection 108.03 – Preconstruction Data Submittal.
37

38 **(A) Tax Clearance.** Pursuant to §103D-310(c), 103-53 and 103D-328,
39 HRS, the bidder shall submit a tax clearance certificate from the State of
40 Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service
41 (IRS), subject to section 103D-328, HRS, current within six months of
42 issuance date.
43

44 FORM A6, TAX CLEARANCE CERTIFICATE, is available at the
45 following website:
46

47 <https://tax.hawaii.gov/>

48
49 To receive DOTAX Forms by fax or mail, phone
50 (808) 587-4242 or 1-800-222-3229.

51
52 The application for the Tax Clearance Certificate is the responsibility
53 of the bidder. Bidder shall submit directly to the DOTAX or IRS. The
54 approved certificate may then be submitted to the Department.

55
56 **(B) DLIR Certificate of Compliance.** Pursuant to §103D-310(c), HRS,
57 the bidder shall submit a certificate of compliance for Hawaii Employment
58 Security Law (Chapter 383, HRS), Workers' Compensation Law (Chapter
59 386, HRS), Temporary Disability Insurance (Chapter 392, HRS), and
60 Prepaid Health Care Act (Chapter 393, HRS), from the State of Hawaii
61 Department of Labor and Industrial Relations (DLIR), current within six
62 months of issuance date.

63
64 FORM LIR#27, APPLICATION FOR CERTIFICATE OF
65 COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the
66 following website:

67
68 <http://labor.hawaii.gov/>

69
70 Contact the DLIR Unemployment Insurance Division at (808) 586-8926 for
71 additional information.

72
73 Inquiries regarding the status of a LIR#27 Form may be made by calling the
74 DLIR Disability Compensation Division at (808) 586-9200.

75
76 The application for the Certificate of Compliance is the responsibility of the
77 bidder. Bidder shall submit directly to the DLIR. The approved certificate
78 may then be submitted to the Department.

79
80 **(C) DCCA Certificate of Good Standing.** Pursuant to §103D-310(c),
81 HRS, the bidder shall submit a certificate of good standing from the
82 business registration division (BREG) of the State of Hawaii Department of
83 Commerce and Consumer Affairs (DCCA), current within six months of
84 issuance date, to demonstrate it is either:

- 85
86 **(1)** Incorporated or organized under the laws of the State; or
87
88 **(2)** Registered to do business in the State as a separate branch or
89 division that is capable of fully performing under the contract.

90
91 A Hawaii business that is a sole proprietorship, is not required to
92 register with the BREG, and therefore not required to submit a

93 certificate of good standing. Bidders are advised of costs associated
94 with registering and obtaining a Certificate of Good Standing from
95 the DCCA.

96
97 To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line
98 Services at the following website:

99
100 <http://cca.hawaii.gov/>

101
102 The application for the Certificate of Good Standing is the
103 responsibility of the bidder. Bidder shall submit directly to the DCCA.
104 The approved certificate may then be submitted to the Department.

105
106 **(D) Hawaii Compliance Express (HCE).** In lieu of the certificates
107 referenced in subsection A, B, and C, the bidder may make available proof
108 of compliance through a state procurement office designated certification
109 process.

110
111 **103.03 Cancellation of Award.** The Department reserves the right to cancel
112 the award of contracts before the execution of said contract by the parties. There
113 will be no liability to the awardee and to other bidders.

114
115 **103.04 Return of Proposal Guaranty.** The Department will return the proposal
116 guaranties, except those of the three lowest bidders, after the Department checks
117 the proposals. The Department will return the proposal guaranties of the remaining
118 two lowest bidders, not awarded the contract, within five working days following
119 the execution of the contract. The Department will return the successful bidder's
120 proposal guaranty after the successful bidder furnishes a bond and executes the
121 contract.

122
123 **103.05 Requirement of Contract Bond.** At the time of execution of the
124 contract, the successful bidder shall file a good and sufficient performance bond
125 and a payment bond on the forms furnished by the Department conditioned for the
126 full and faithful performance of the contract in accordance with the terms and intent
127 thereof and for the prompt payment to all others for all labor and material furnished
128 by them to the bidder and used in the prosecution of the work provided for in the
129 contract. The bonds shall be of an amount equal to 100 percent of the amount of
130 the contract price and include 5 percent of the contract amount estimated to be
131 required for extra work. The bidder shall limit the acceptable performance and
132 payment bonds to the following:

133
134 **(a)** Legal tender;

135
136 **(b)** Surety bond underwritten by a company licensed to issue bonds in
137 the State of Hawaii; or

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

1. The bidder may use these instruments only to a maximum of \$100,000.
2. If the required security or bond amount totals over \$100,000 more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be acceptable.

Such bonds shall also by the terms insure 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.

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

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

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

END OF SECTION 103

1 **SECTION 104 – SCOPE OF WORK**
2

3 Make the following amendment to said Section:
4

5 **(I)** Amend **Section 104.11(B) Contractor’s Duty to Locate and Protect**
6 **Utility** by adding the following after line 291:
7

8 “(4) The Contractor shall contact the Hawaii One Call Center at 811 prior
9 to any execution in a public right of way or on private property.”
10

11 **(II)** Amend **Section 104.06 Methods of Price Adjustment** as follows:
12

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

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

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

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

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

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

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

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

42 **(A)** For change orders with value not exceeding \$50,000 by
43 documented actual costs of the work, allowing for overhead and
44 profit as set forth in Section 109.05 - Allowances for Overhead and
45 Profit. A change order shall be issued within fifteen days of
46 submission by the contractor of proper documentation of completed
47 force account work, whether periodic (conforming to the applicable

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billing cycle) or final. The Engineer shall return any documentation that is defective, to the contractor within fifteen days after receipt, with a statement identifying the defect; or

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

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

END OF SECTION 104

1 **SECTION 105 – CONTROL OF WORK**

2
3 Make the following amendments to said Section:

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

7
8 **“105.01 Authority.**

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

- 14 **(1)** Interpretation of the contract documents.
15
16 **(2)** Acceptability of the materials furnished and work performed.
17
18 **(3)** Manner of performance and rate of progress of the work.
19
20 **(4)** Acceptable fulfillment of the contract on the part of the
21 Contractor.
22
23 **(5)** Compensation under the contract.
24

25
26 The Engineer’s decisions on questions, claims, and disputes will be
27 final and conclusive subject to Subsection 107.15 – Disputes and Claims.
28

29 The Engineer may delegate specific authority to act for the Engineer
30 to a specific person or persons. Such delegation of authority shall be
31 established in writing and shall become effective upon delivery to the
32 Contractor.
33

34 **(B) Authority of the Inspectors.** Inspectors, as a representative of the
35 Engineer or other agencies, will inspect the work done and materials
36 furnished. Such inspection may extend to the preparation, fabrication or
37 manufacture of the materials to be used. The Inspector does not have
38 authority vested in the Engineer unless specifically delegated in writing.
39 The Inspector may not alter or waive the provisions of the contract, issue
40 instructions contrary to the contract, or act as agent or representative of the
41 Contractor.
42

43 Failure of an Inspector at any time to reject non-conforming work
44 shall not be considered a waiver of the State’s right to require work in strict
45 conformity with the contract documents as a condition of final acceptance.
46

47 **(C) Authority of the Consultant and Construction Management.** The
48 State may engage consultants and construction managements to perform
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 105.16(A) – Subcontract Requirements** by adding the following
85 paragraph after line 483:

86
87 The 'Specialty Items' of work for this project are as follows:
88

| | | |
|-----|----------------|---|
| 89 | Section | Description |
| 90 | No. | |
| 91 | | |
| 92 | 645 | Contract Item No. 645.0100 under Section 645 – Work Zone |
| 93 | | Traffic Control” |
| 94 | | |
| 95 | (VI) | Amend Subsection 105.16(B) – Substituting Subcontractors from line |
| 96 | | 487 to line 494 to read: |
| 97 | | |
| 98 | (B) | Substituting Subcontractors. Under HRS Chapter 103D-302, the |
| 99 | | Contractor is required to list the names of persons or firms to be engaged |
| 100 | | by the Contractor as a subcontractor or joint contractor in the performance |
| 101 | | of the contract. No subcontractor may be added or deleted, unless |
| 102 | | authorized by the Engineer. Substitutions will be allowed only if the |
| 103 | | subcontractor: |
| 104 | | |
| 105 | | |
| 106 | | |
| 107 | | |
| 108 | | END OF SECTION 105 |

1 Make the following amendment to said Section:
2

3 **SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS**
4
5

6 **(I)** Amend **106.05(B) – Deviation** by revising the third sentence from line 106
7 to 108 to read as follows:
8

9 “Any deviations will be subject to Subsection 102.14 – Substitution of
10 Materials and Equipment Before Bid Opening.
11

12 **(II)** Amend **Section 106 – Material Restrictions and Requirements** by
13 adding the following after line 334
14

15 **106.14 Construction Materials.**
16

17 **(A)** Buy America requirements apply to the following construction
18 materials if permanently incorporated into the project unless otherwise
19 specified:
20

- 21 **(1)** Non-ferrous metals.
- 22 **(2)** Plastic and polymer-based products such as:
 - 23 **(a)** High Density Polyethylene
 - 24 **(b)** Polyvinylchloride.
 - 25 **(c)** Composite building materials.
 - 26 **(d)** Polymers used in fiber optic cables.
- 27 **(3)** Glass (including optic glass).
- 28 **(4)** Fiber optic cable (including drop cable).
- 29 **(5)** Optical fiber.
- 30 **(6)** Lumber.
- 31 **(7)** Engineered wood.
- 32 **(8)** Drywall.
- 33 **(9)** Manufactured products containing steel and iron material
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Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified. Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance. All manufacturing processes for these materials must occur in the United States.

Non-ferrous metals, such as aluminum, copper, lead, nickel, tin, titanium, zinc, brass, and bronze, are subject to Buy America requirements if used as construction materials in various shapes, sizes, and gauges including channels, bars, pipe, couplers, fittings, bolts, nuts, and products made of 100 percent of the non-ferrous metal. If the non-ferrous metal is combined with other construction materials during a manufacturing process, the product is considered a manufactured product and not subject to Buy America requirements.

One hundred percent plastic or polymer materials are subject to Buy America requirements. This includes high-density polyethylene or polyvinyl chloride pipe and fittings. Plastics or polymers that are combined with other construction materials in a manufacturing process are considered a manufactured product and not subject to these requirements.

Glass construction materials subject to Buy America requirements are composed solely of glass. This includes glass beads incorporated into pavement striping and 100 percent Fiberglass material.

Fiber optic cable (including drop cable) and optical fiber are subject to Buy America requirements.

Lumber products including engineered lumber are subject to Buy America requirements.

Manufactured products containing steel or iron including pre-cast concrete products are subject to Buy America requirements.

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 State
21 as an additional insured to the policy which status shall be maintained for
22 the full period of the contract until final acceptance of the work by State.

23
24 The Contractor shall obtain all required insurance as part of the
25 contract price. Where there is a requirement for the State of Hawaii and its
26 officers and employees to be named as additional insureds under any
27 Contractor’s insurance policy, before the State of Hawaii issues the Notice
28 to Proceed, the Contractor shall obtain and submit to the Engineer a
29 Certificate of Insurance and a written policy endorsement that confirms the
30 State of Hawaii and its officers and employees are additional insureds for
31 the specific State project number and project title under such insurance
32 policies. The written policy endorsement must be issued by the insurance
33 company insuring the Contractor for the specified policy type or by an agent
34 of such insurance company who is vested with the authority to issue a
35 written policy endorsement. The insurer’s agent shall also submit written
36 confirmation of such authority to bind the insurer. Any delays in the
37 issuance of the Notice to Proceed attributed to the failure to obtain the proof
38 of the State of Hawaii and its officers and employees’ additional insured
39 status shall be charged to the Contractor.

40
41 A mere Certificate of Insurance issued by a broker who represents
42 the Contractor (but not the Contractor’s insurer), or by any other party who
43 is not authorized to contractually name the State as an additional insured
44 under the Contractor’s insurance policy, is not sufficient to meet the
45 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.

(1) Workers' Compensation. The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and

93 applicable State of Hawaii Worker's Compensation Insurance laws
94 in effect on the date of the execution of this contract and as modified
95 during the duration of the contract.
96

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

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

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

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

120 **(4) Builders Risk For All Work.** The Contractor shall take out
121 a policy of builder's risk insurance for the full replacement value of
122 the project work; from a company licensed or otherwise authorized
123 to do business in the State of Hawaii; naming the State as an
124 additional insured under each policy; and covering all work, labor,
125 and materials furnished by such Contractor and all its
126 subcontractors against loss by fire, windstorm, tsunamis,
127 earthquakes, lightning, explosion, other perils covered by the
128 standard Extended Coverage Endorsement, vandalism, and
129 malicious mischief. Refer to SPECIAL CONDITIONS for any
130 additional requirements."
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END OF SECTION 107

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

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

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

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

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

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

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

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

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

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

46 **108.02 Prosecution of Work.** Unless otherwise permitted by the Engineer, in
47 writing, the Contractor shall not commence with physical construction unless
48 sufficient materials and equipment are available for either continuous construction
49 or completion of a specified portion of the work.
50

51 **108.03 Preconstruction Submittals.** The awardee shall submit to the Engineer
52 for information and review the pre-construction submittals within 21 calendar days
53 from award. Until the items listed below are received and found acceptable by the
54 Engineer, the Contractor shall not start physical work unless otherwise authorized
55 to do so in writing and subject to such conditions set by the Engineer. Charging of
56 Contract Time will not be delayed, and additional contract time will not be granted
57 due to Contractor delay in submitting acceptable preconstruction submittals. No
58 progress payment will be made to the Contractor until the Engineer acknowledges,
59 in writing, receipt of the following preconstruction submittals acceptable to the
60 Engineer:
61

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

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

96
97 All workers shall possess the proper license, certification, job classification,
98 skill, training, and experience necessary to properly perform the work assigned to
99 them.

100
101 The Engineer may direct the removal of any worker(s) who does not carry
102 out the assigned work in a proper and skillful manner or who is disrespectful,
103 intemperate, violent, or disorderly. The worker shall be removed forthwith by the
104 Contractor and will not work again without the written permission of the Engineer.

105
106 **108.05 Contract Time.**

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

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

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

133
134 **(1) Changes in the Work, Additional Work, and Delays Caused**
135 **by the State.** If the Contractor believes that an extension of time is

136 justified on account of any act or omission by the State, and is not
137 adequately provided for in a field order or change order, it must
138 request the additional time as provided above. At the request of the
139 Engineer, the Contractor must show how the critical path will be
140 affected and must also support the time extension request with
141 schedules, as well as statements from its subcontractors, suppliers, or
142 manufacturers, as necessary. Claims for compensation for any
143 altered or additional work will be determined pursuant to Subsection
144 104.02 – Changes.

145
146 Additional time to perform the extra work will be added to the
147 time allowed in the contract without regard to the date the change
148 directive was issued, even if the contract completion date has passed.
149 A change requiring time issued after contract time has expired will not
150 constitute an excusal or waiver of pre-existing Contractor delay.

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

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

172
173 **(a)** In the written notice of delay to the Engineer, the
174 Contractor describes possible effects on the completion date of
175 the contract. The description of delays shall:

176
177 1. State specifically the reason or reasons for the
178 delay and fully explain in a detailed chronology how the
179 delay affects the critical path.
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2. Include copies of pertinent documentation to support the time extension request.
 3. Cite the anticipated period of delay and the time extension requested.
 4. State either that the above circumstances have been cleared and normal working conditions restored as of a certain day or that the above circumstances will continue to prevent completion of the project.
- (b) The Contractor shall notify the Engineer in writing when the delay ends. Time extensions will be the exclusive relief granted and no additional compensation will be paid the Contractor for such delays.
- (4) Delays in Delivery of Materials or Equipment.** For delays in delivery of materials or equipment, which occur as a result of unforeseeable causes beyond the control and without fault of the Contractor, its subcontractor(s) or supplier(s), time extensions shall be the exclusive relief granted and no additional compensation will be paid the Contractor on account of such delay. The delay shall not exceed the difference between the originally scheduled delivery date and the actual delivery date. The Contractor may be granted an extension of time provided that it complies with the following procedures:
- (a) The Contractor's written notice to the Engineer must describe the delays and state the effect such delays may have on the critical path.
 - (b) The Contractor, if requested, must submit to the Engineer within five days after a firm delivery date for the material and equipment is established, a written statement regarding the delay. The Contractor must justify the delay as follows:
 1. State specifically all reasons for the delay. Explain in a detailed chronology the effect of the delay on the critical path.
 2. Submit copies of purchase order(s), factory invoice(s), bill(s) of lading, shipping manifest(s), delivery tag(s), and any other documents to support the time extension request.

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

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

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

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

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

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

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

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

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

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

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

284
285 **108.06 Progress Schedules.**

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

292 Schedule submittals shall be as follows:

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

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

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

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

362
363 **(a)** The information and requirements listed in Subsection
364 108.06(A)(1) – For Contracts \$2,000,000 or Less or For
365 Contract Time 100 Working Days or 140 Calendar Days or
366 Less.

367
368 **(b)** Additional reports and graphics available from the
369 software as requested by the Engineer.

370
371 **(c)** Sufficient detail to allow at least weekly monitoring of the
372 Contractor and subcontractor's operations.

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

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

384
385 **(f)** Latest start and finish dates for critical path activities.

386
387 **(g)** Identify responsible subcontractor, supplier, and others
388 for their respective activity.

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

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

398
399 **(j)** Incorporate all physical access and availability
400 restraints.

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

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

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

- (1)** Four sets of the TSLD schedule.
- (2)** All the software files and data to re-create the TSLD in a computerized software format as specified by the Engineer.
- (3)** A listing of equipment that is anticipated to be used on the project. Including the type, size, make, year of manufacture, and all information necessary to identify the equipment in the Rental Rate Blue Book for Construction Equipment.
- (4)** An anticipated manpower requirement graph plotting contract time and total manpower requirement. This may be superimposed over the payment graph.

446 (5) A Method Statement that is a detailed narrative describing the
 447 work to be done and the method by which the work shall be
 448 accomplished for each major activity. A major activity is an activity
 449 that:

- 450 (a) Has a duration longer than five days.
- 451
- 452 (b) Is a milestone activity.
- 453
- 454 (c) Is a contract item that exceeds \$10,000 on the contract
 455 cost proposal.
- 456
- 457 (d) Is a critical path activity.
- 458
- 459 (e) Is an activity designated as such by the Engineer.
- 460
- 461

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

- 464 (a) Quantity, type, make, and model of equipment.
- 465
- 466 (b) The manpower to do the work, specifying worker
 467 classification.
- 468
- 469 (c) The production rate per eight hour day, or the working
 470 hours established by the contract documents needed to meet
 471 the time indicated on the schedule. If the production rate is not
 472 for eight hours, the number of working hours shall be indicated.
- 473
- 474
- 475 (6) Two sets of color time-scaled project evaluation and review
 476 technique charts ("PERT") using the activity box template of Logic –
 477 Early Start or such other template designated by the Engineer.
- 478

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

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

491 all new activities and any changes in duration or start or finish dates of any
492 activity.

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

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

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

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

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

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

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

538

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

544

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

551

552 **108.07 Weekly Meeting.** In addition to the bi-weekly schedule meetings, the
553 Contractor shall be available to meet once a week with the Engineer at the time and
554 place as determined by the Engineer to discuss the work and its progress including
555 but not limited to, the progress of the project, potential problems, coordination of
556 work, submittals, erosion control reports, etc. The Contractor's personnel attending
557 shall have the authority to make decisions and answer 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 substitute
563 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 the
568 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).

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

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

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

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

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

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

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

- (1) Notice from the Contractor that the project is substantially complete and the time the punchlist is delivered to the Contractor.
- (2) The date of the completion of punchlist as determined by the Engineer and the date of the successful final inspection, and
- (3) The date of the Final Inspection that results in Substantial Completion and the receipt by the Contractor of the written notice of Substantial Completion.

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

628
629 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In addition
630 to all other remedies available to the State for Contractor's breach of the terms of
631 the contract, the Engineer will assess the rental fees in the amount of \$1,000 for
632 every one-to fifteen-minute increment for each roadway lane closed to public use or
633 occupied beyond the time periods authorized in the contract or by the Engineer. The
634 maximum amount assessed per day shall be \$10,000. The State may, at its
635 discretion, deduct the amount from monies due or that may become due under the
636 contract. The rental fee may be waived in whole or part if the Engineer determines
637 that the unauthorized period of lane closure or occupancy was due to factors beyond
638 the control of the Contractor. Equipment breakdown is not a cause to waive
639 liquidated damages.

640
641 **108.10 Suspension of Work.**

642
643 **(A) Suspension of Work.** The Engineer may, by written order, suspend
644 the performance of the work, either in whole or in part, for such periods as
645 the Engineer may deem necessary, for any cause, including but not limited
646 to:

647
648 **(1)** Weather or soil conditions considered unsuitable for
649 prosecution of the work.

650
651 **(2)** Whenever a redesign that may affect the work is deemed
652 necessary by the Engineer.

653
654 **(3)** Unacceptable noise or dust arising from the construction even
655 if it does not violate any law or regulation.

656
657 **(4)** Failure on the part of the Contractor to:

658
659 **(a)** Correct conditions unsafe for the general public or for
660 the workers.

661 **(b)** Carry out orders given by the Engineer.
662

108.10

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

665
666 (d) Provide adequate supervision on the jobsite.
667 (5) The convenience of the State.
668

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

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

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

695 However, no adjustment to the contract price shall be made for any
696 suspension, delay, or interruption:
697

- 698 (1) For weather related conditions.
699
700 (2) To the extent that performance would have been so
701 suspended, delayed, or interrupted by any other cause, including the
702 fault or negligence of the Contractor.
703
704 (3) Or, for which an adjustment is provided for or excluded under
705 any other provision of this Contract.
706

707 **(E) Claims for Adjustment.** Any adjustment in contract price made shall
 708 be determined in accordance with Subsections 104.02 – Changes and
 709 104.06 – Methods of Price Adjustment.
 710

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

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

727 **108.11 Termination of Contract for Cause.**
 728

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

747 **(B) Additional Rights and Remedies.** The rights and remedies of the
 748 State provided in this contract are in addition to any other rights and remedies
 749 provided by law.
 750

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

753 from any monies due or which would or might have become due to the
 754 Contractor had it been allowed to complete the work under the contract. If
 755 such expense exceeds the sum which would have been payable under the
 756 contract, then the Contractor and the surety shall be liable and shall pay the
 757 State the amount of the excess.

758
 759 In case of termination, the Engineer will limit any payment to the
 760 Contractor to the part of the contract satisfactorily completed at the time of
 761 termination. Payment will not be made until the work has satisfactorily been
 762 completed and all required documents, including the tax clearance required
 763 by Subsection 109.11 – Final Payment are submitted by the Contractor.
 764 Termination shall not relieve the Contractor or Surety from liability for
 765 liquidated damages.

766
 767 **(D) Erroneous Termination for Cause.** If, after notice of termination of
 768 the Contractor's right to proceed under this section, it is determined for any
 769 reason that good cause did not exist to allow the State to terminate as
 770 provided herein, the rights and obligations of the parties shall be the same
 771 as, and the relief afforded the Contractor shall be limited to, the provisions
 772 contained in Subsection 108.12 – Termination for Convenience.

773
 774 **108.12 Termination For Convenience.**

775
 776 **(A) Terminations.** The Director may, when the interests of the State so
 777 require, terminate this contract in whole or in part, for the convenience of the
 778 State. The Director will give written notice of the termination to the Contractor
 779 specifying the part of the contract terminated and when termination becomes
 780 effective.

781
 782 **(B) Contractor's Obligations.** The Contractor shall incur no further
 783 obligations in connection with the terminated work and on the date set in the
 784 notice of termination the Contractor shall stop work to the extent specified.
 785 The Contractor shall also terminate outstanding orders and subcontracts as
 786 they relate to the terminated work. The Contractor shall settle the liabilities
 787 and claims arising out of the termination of subcontracts and orders
 788 connected with the terminated work subject to the State's approval. The
 789 Engineer may direct the Contractor to assign the Contractor's right, title, and
 790 interest under terminated orders or subcontracts to the State. The Contractor
 791 must still complete the work not terminated by the notice of termination and
 792 may incur obligations as necessary to do so.

793
 794 **(C) Right to Construction and Goods.** The Engineer may require the
 795 Contractor to transfer title and to deliver to the State in the manner and to the
 796 extent directed by the Engineer, the following:

- 797 (1) Any completed work.
798
- 799 (2) Any partially completed construction, goods, materials, parts,
800 tools, dies, jigs, fixtures, drawings, information, and contract rights
801 (hereinafter called "construction material") that the Contractor has
802 specifically produced or specially acquired for the performance of the
803 terminated part of this contract.
804
- 805 (3) The Contractor shall protect and preserve all property in the
806 possession of the Contractor in which the State has an interest. If the
807 Engineer does not elect to retain any such property, the Contractor
808 shall use its best efforts to sell such property and construction
809 materials for the State's account in accordance with the standards of
810 HRS Chapter 490:2-706.
811
- 812 **(D) Compensation.**
813
- 814 (1) The Contractor shall submit a termination claim specifying the
815 amounts due because of the termination for convenience together with
816 cost or pricing data, submitted to the extent required by HAR
817 Subchapter 15, Chapter 3-122. If the Contractor fails to file a
818 termination claim within one year from the effective date of
819 termination, the Engineer may pay the Contractor, if at all, an amount
820 set in accordance with Subsection 108.12(D)(3).
821
- 822 (2) The Engineer and the Contractor may agree to a settlement
823 provided the Contractor has filed a termination claim supported by cost
824 or pricing data submitted as required and that the settlement does not
825 exceed the total contract price plus settlement costs reduced by
826 payments previously made by the State, the proceeds of any sales of
827 construction, supplies, and construction materials under Subsection
828 108.12(C)(3), and the proportionate contract price of the work not
829 terminated.
830
- 831 (3) Absent complete agreement, the Engineer will pay the
832 Contractor the following amounts less any payments previously made
833 under the contract:
834
- 835 (a) The cost of all contract work performed prior to the
836 effective date of the notice of termination work plus a 5 percent
837 markup on the actual direct costs, including amounts paid to
838 subcontractor, less amounts paid or to be paid for completed
839 portions of such work; provided, however, that if it appears that
840 the Contractor would have sustained a loss if the entire contract
841 would have been completed, no markup shall be allowed or
842 included and the amount of compensation shall

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

845
846 **(b)** Subcontractors shall be paid a markup of 10 percent on
847 their direct job costs incurred to the date of termination. No
848 anticipated profit or consequential damage will be due or paid
849 to any subcontractor. These costs must not include payments
850 made to the Contractor for subcontract work during the contract
851 period.

852
853 **(c)** The total sum to be paid the Contractor shall not exceed
854 the total contract price reduced by the amount of any sales of
855 construction supplies, and construction materials.

856
857 **(4)** Cost claimed, agreed to, or established by the State shall be in
858 accordance with HAR Chapter 3-123.

859
860 **108.13 Pre-Final and Final Inspections.**

861
862 **(A) Inspection Requirements.** Before the Engineer undertakes a final
863 inspection of any work, a pre-final inspection must first be conducted. The
864 Contractor shall notify the Engineer that the work has reached substantial
865 completion and is ready for pre-final inspection.

866
867 **(B) Pre-Final Inspection.** Before notifying the Engineer that the work has
868 reached substantial completion, the Contractor shall inspect the project and
869 test all installed items with all of its subcontractors as appropriate. The
870 Contractor shall also submit the following documents as applicable to the
871 work:

872
873 **(1)** All written guarantees required by the contract.

874
875 **(2)** Two accepted final field-posted drawings as specified in
876 Section 648 – Field-Posted Drawings;

877
878 **(3)** Complete weekly certified payroll records for the Contractor
879 and Subcontractors.

880
881 **(4)** Certificate of Plumbing and Electrical Inspection.

882
883 **(5)** Certificate of building occupancy as required.

884
885 **(6)** Certificate of Soil and Wood Treatments.

886
887 **(7)** Certificate of Water System Chlorination.

888

889 **(8)** Certificate of Elevator Inspection, Boiler and Pressure Pipe
890 Inspection.

891
892 **(9)** Maintenance Service Contract and two copies of a list of all
893 equipment installed.

894
895 **(10)** Current Tax clearance. The contractor will be required to
896 submit an additional tax clearance certificate when the final payment
897 is made.

898
899 **(11)** And any other final items and submittals required by the
900 contract documents.

901
902 **(C) Procedure.** When in compliance with the above requirements, the
903 Contractor shall notify the Engineer in writing that the project has reached
904 substantial completion and is ready for pre-final inspection.

905
906 The Engineer will then make a preliminary determination as to whether
907 or not the project is substantially complete and ready for pre-final inspection.
908 The Engineer may, in writing, postpone until after the pre-final inspection the
909 Contractor's submittal of any of the items listed in Subsection 108.13(B) –
910 Pre-Final Inspection, herein, if in the Engineer's discretion it is in the interest
911 of the State to do so.

912
913 If, in the opinion of the Engineer, the project is not substantially
914 complete, the Engineer will provide the Contractor a punchlist of specific
915 deficiencies in writing which must be corrected or finished before the work
916 will be ready for a pre-final inspection. The Engineer may add to or otherwise
917 modify this punchlist from time to time. The Contractor shall take immediate
918 action to correct the deficiencies and must repeat all steps described above
919 including written notification that the work is ready for pre-final inspection.

920
921 After the Engineer is satisfied that the project appears substantially
922 complete a final inspection shall be scheduled within ten working days after
923 receipt of the Contractor's latest letter of notification that the project is ready
924 for final inspection.

925
926 If, as a result of the pre-final inspection, the Engineer determines the
927 work is not substantially complete, the Engineer will inform the Contractor in
928 writing as to specific deficiencies which must be corrected before the work
929 will be ready for another pre-final inspection. If the Engineer finds the work
930 is substantially complete but finds deficiencies that must be corrected before
931 the work is ready for final inspection, the Engineer will prepare in writing and
932 deliver to the Contractor a punchlist describing such deficiencies.

933 At any time before final acceptance, the Engineer may revoke the
 934 determination of substantial completion if the Engineer finds that it was not
 935 warranted and will notify the Contractor in writing the reasons therefore
 936 together with a description of the deficiencies negating the declaration.
 937

938 When the date of substantial completion has been determined by the
 939 State, liquidated damages for the failure to complete the punchlist, if due to
 940 the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated
 941 Damages for Failure to Complete the Punchlist.
 942

943 **(D) Punchlist; Clean Up and Final Inspection.** Upon receiving a
 944 punchlist after pre-final inspection, the Contractor shall promptly devote all
 945 required time, labor, equipment, materials and incidentals to correct and
 946 remedy all punchlist deficiencies. The Engineer may add to or otherwise
 947 modify this punchlist until substantial completion of the project.
 948

949 Before final inspection of the work, the Contractor shall clean all
 950 ground occupied by the Contractor in connection with the work of all rubbish,
 951 excess materials temporary structures and equipment, shall remove all
 952 graffiti and defacement of the work and all parts of the work and the worksite
 953 must be left in a neat and presentable condition to the satisfaction of the
 954 Engineer.
 955

956 Final inspection will occur within ten working days after the Contractor
 957 notifies the Engineer in writing that all punchlist deficiencies remaining after
 958 the pre-final inspection have been completed and the Engineer concurs. If
 959 the Engineer determines that deficiencies still remain at the final inspection,
 960 the work will not be accepted and the Engineer will notify the Contractor, in
 961 writing, of the deficiencies which shall be corrected and the steps above
 962 repeated.
 963

964 If the Contractor fails to correct the deficiencies and complete the work
 965 by the established or agreed date, the State may correct the deficiencies by
 966 whatever method it deems appropriate and deduct the cost from any
 967 payments due the Contractor.
 968

969 **108.14 Substantial Completion and Final Acceptance.**
 970

971 **(A) Substantial Completion.** When the Engineer finds that the
 972 Contractor has satisfactorily completed all work for the project in compliance
 973 with the contract, with the exception of the planting period and the plant
 974 establishment period, the Engineer will notify the Contractor, in writing, of the
 975 project's substantial completion, effective as of the date of the final
 976 inspection. The substantial completion date shall determine end of contract
 977 time and relieve contractor of any additional accumulation of liquidated
 978 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:

- 1071 (1) All written guarantees required by the contract.
1072
1073 (2) Complete and certified weekly payrolls for the Contractor and
1074 its subcontractor's.
1075
1076 (3) Certificate of plumbing and electrical inspection.
1077
1078 (4) Certificate of building occupancy.
1079
1080 (5) Certificate for soil treatment and wood treatment.
1081
1082 (6) Certificate of water system chlorination.
1083
1084 (7) Certificate of elevator inspection, boiler and pressure pipe
1085 installation.
1086
1087 (8) Tax clearance.
1088
1089 (9) All other documents required by the Contract or by law.
1090

1091 **(B) Failure to Meet Closing Requirements.** The Contractor shall meet
1092 the applicable closing requirements within 60 days from the date of Project
1093 Acceptance or the agreed to Punchlist complete date. Should the Contractor
1094 fail to comply with these requirements, the Engineer may terminate the
1095 contract for cause."
1096
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1100

END OF SECTION 108

1 **SECTION 109 – MEASUREMENT AND PAYMENT**
2

3 Make the following amendment to said Section:
4

5 **(I)** Amend **Subsection 109.05 Allowances for Overhead and Profit** by
6 revising lines 101 to 110 to read as follows:
7

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

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

13
14 **(3)** For the Contractor or any subcontractor for work performed
15 by their respective subcontractor or tier subcontractor, 10 percent of
16 the amount due to the performing subcontractor or tier
17 subcontractor.”
18

19 **(II)** Amend **Subsection 109.08(B) Payment for Material On Hand** by revising
20 lines 421 to 423 to read as follows:
21

22 **“(2)** The materials shall be stored and handled in accordance with
23 Subsection 105.14 – Storage and Handling of Materials and
24 Equipment.”
25

26
27 **(III)** Amend **Subsection 109.11 Final Payment** by revising lines 568 to 576 to
28 read as follows:
29

30 **“(3)** A current “Certificate of Vendor Compliance” issued by the
31 Hawaii Compliance Express (HCE). The Certificate of Vendor
32 Compliance is used to certify the Contractor’s compliance with
33

34 **(a)** Section 103D-328, HRS (for all contracts \$25,000 or
35 more) which requires a current tax clearance certificate issued
36 by the Hawaii State Department of Taxation and the Internal
37 Revenue Service;
38

39 **(b)** Chapters 383, 386, 392, and 393, HRS; and
40

41 **(c)** Subsection 103D-310(c), HRS. The State reserves the
42 right to verify that compliance is current prior to the issuance
43 of final payment. Contractors are advised that non-
44 compliance status will result in final payment being withheld
45 until compliance is attained.
46

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

END OF SECTION 109

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

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

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

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

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

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

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

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

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

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

50
51 **(C) Hydro-mulching.** Hydro-mulching used as a temporary vegetative
52 stabilization measure shall consist of materials in Subsections 209.02(A) -
53 Grass, and 209.02(B) – Fertilizer and Soil Conditioners. Mulches shall be
54 recycled materials including bagasse, hay, straw, wood cellulose bark, wood
55 chips, or other material acceptable to the Engineer. Mulches shall be clean
56 and free of noxious weeds and deleterious materials. Potable water shall
57 meet the requirements of Subsection 712.01 - Water. Submit alternate
58 sources of irrigation water for the Engineer’s acceptance if deviating from
59 712.01 - Water. Installation and other requirements shall be in accordance
60 with portions of Section 641- Hydro-Mulch Seeding including 641.02(D) - Soil
61 and Mulch Tackifier, 641.03(A) – Seeding, and 641.03(B) - Planting Period.
62 Install non-vegetative controls including mulch or rolled erosion control
63 products while the vegetation is being established. Water and fertilize grass.
64 Apply fertilizer as recommended by the manufacturer. Replace grass the
65 Engineer considers unsuitable or sick. Remove and dispose of trash and
66 debris. Remove invasive species. Mow as needed to prevent site or signage
67 obstructions, fire hazard, or nuisance to the public. Do not remove down
68 stream sediment control measures until the vegetation is uniformly
69 established, including no large bare areas, and provides 70 percent of the
70 density of pre-disturbance vegetation. Temporary vegetative stabilization
71 shall not be used longer than one year.

72
73 **(D) Silt Fences.** Comply with ASTM D6462, Standard Practice for Silt
74 Fence Installation.

75
76 Alternative materials or methods to control, prevent, remove and dispose
77 pollution are allowable if acceptable to the Engineer.

78
79 **209.03 Construction.**

80
81 **(A) Preconstruction Requirements.**

82
83 **(1) Water Pollution, Dust, and Erosion Control Meeting.**
84 Schedule a water pollution, dust, and erosion control meeting with the
85 Engineer after Site-Specific BMP is accepted in writing by the
86 Engineer. Meeting shall be scheduled a minimum of 7 calendar days
87 prior to the Start Work Date. Discuss sequence of work, plans and
88 proposals for water pollution, dust, and erosion control.
89

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

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

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

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

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

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

(c) Construction schedule.

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

(e) Description of fill material to be used.

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

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

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

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

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

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

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

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

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

235
236 Address all comments received from the Engineer.

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

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

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

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

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266 For projects with an NPDES Permit for Construction activities:
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(1) For construction areas discharging into waters not impaired for nutrients or sediments, complete initial stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.

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

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

Any of the following types of activities constitutes initiation of stabilization:

- (1)** Prepping the soil for vegetative or non-vegetative stabilization;
- (2)** Applying mulch or other non-vegetative product to the exposed area;
- (3)** Seeding or planting the exposed area;
- (4)** Starting any of the activities in items (1) – (3) above on a portion of the area to be stabilized, but not on the entire area; and
- (5)** Finalizing arrangements to have stabilization product fully installed in compliance with the deadline for completing initial stabilization activities.

Any of the following types of activities constitutes completion of initial stabilization activities:

- (1)** For vegetative stabilization, all activities necessary to initially seed or plant the area to be stabilized; and/or
- (2)** For non-vegetative stabilization, the installation or application of all such non-vegetative measures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

399
400 Properly maintain all Site-Specific BMP measures.

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

403

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

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

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

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

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

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

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

437

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

441

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

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

473
474 **(C) Discharges of Storm Water Associated with Construction**
475 **Activities.** If work includes disturbance of one acre or more, an NPDES
476 Permit authorizing Discharges of Storm Water Associated with Construction
477 Activity (CWB-NOI Form C) or Individual Permit authorizing storm water
478 discharges associated with construction activity is required from the
479 Department of Health Clean Water Branch (DOH-CWB).

480
481 Do not begin construction activities until all required conditions of the
482 permit are met and submittals detailed in Subsection 209.03(A)(2) – Water
483 Pollution, Dust, and Erosion Control Submittals are completed and accepted
484 in writing by the Engineer.

485
486 **(D) Discharges Associated with Hydrotesting Activities.** If
487 hydrotesting activities require effluent discharge into State waters or drainage
488 systems, an NPDES Hydrotesting Waters Permit (CWB-NOI Form F) or
489 Individual Permit authorizing discharges associated with hydrotesting from
490 DOH-CWB is required from the DOH-CWB.

491
492 Do not begin hydrotesting activities until the DOH-CWB has issued an
493 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).
494 Conduct Hydrotesting operations in accordance with the conditions of the
495 permit or NGPC.

496 **(E) Discharges Associated with Dewatering Activities.** If dewatering
497 activities require effluent discharge into State waters or drainage systems, an
498 NPDES Dewatering Permit (CWB-NOI Form G) or Individual Permit
499 authorizing discharges associated with dewatering from DOH-CWB is
500 required from the DOH-CWB.
501

502 Do not begin dewatering activities until the DOH-CWB has issued an
503 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).
504 Conduct dewatering operations in accordance with the conditions of the
505 permit or NGPC.
506

507 **(F) Solid Waste.** Submit the Solid Waste Disclosure Form for
508 Construction Sites to the Engineer within 21 calendar days of date of award.
509 Provide a copy of all the disposal receipts from the facility permitted by the
510 Department of Health to receive solid waste to the Engineer monthly. This
511 should also include documentation from any intermediary facility where solid
512 waste is handled or processed, or as directed by the Engineer.
513

514 **(G) Construction BMP Training.** The Contractor's representative
515 responsible for development of the Site-Specific BMP Plan and
516 implementation of Site-Specific BMPs in the field shall attend the State's
517 Construction Best Management Practices Training. The Contractor shall
518 keep training logs updated and readily available.
519

520 **209.04 Measurement.**
521

522 **(A)** Installation, maintenance, monitoring, and removal of BMP will be paid
523 on a lump sum basis. Measurement for payment will not apply.
524

525 **(B)** The Engineer will only measure additional water pollution, dust and
526 erosion control required and requested by the Engineer on a force account
527 basis in accordance with Subsection 109.06 – Force Account Provisions and
528 Compensation.
529

530 **209.05 Payment.** The Engineer will pay for accepted pay items listed below at
531 contract price per pay unit, as shown in the proposal schedule. Payment will be full
532 compensation for work prescribed in this section and contract documents.
533

534 The Engineer will pay for each of the following pay items when included in
535 proposal schedule:
536

| 537 Pay Item | 538 Pay Unit |
|---|---------------------|
| 539 Installation, Maintenance, Monitoring, and Removal of BMP | Lump Sum |
| 540 Additional Water Pollution, Dust, and Erosion Control | Force Account |

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542

543 An estimated amount for force account is allocated in proposal schedule
544 under 'Additional Water Pollution, Dust, and Erosion Control', but actual amount to
545 be paid will be the sum shown on accepted force account records, whether this sum
546 be more or less than estimated amount allocated in proposal schedule. The
547 Engineer will pay for BMP measures requested by the Engineer that are beyond
548 scope of accepted Site-Specific BMP on a force account basis.

549
550 No progress payment will be authorized until the Engineer accepts in writing
551 Site-Specific BMP or when the Contractor fails to maintain project site in accordance
552 with accepted BMP.

553
554 For all citations or fines received by the Department for non-compliance,
555 including compliance with NPDES Permit conditions, the Contractor shall reimburse
556 State within 30 calendar days for full amount of outstanding cost State has incurred,
557 or the Engineer will deduct cost from progress payment.

558
559 The Engineer will assess liquidated damages up to \$27,500 per day for non-
560 compliance of each BMP requirement and all other requirements in this section.
561

562 **Appendix A**

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

574

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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END OF SECTION 209

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209-28a

1-14-22

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

2
3 **“SECTION 636 – E-CONSTRUCTION**

4
5
6 **636.01 Description.** This section is for furnishing e-construction software for the
7 Project.

8
9 **636.02 General Requirements.** The Contractor shall:

10
11 (A) Provide licenses for the E-Construction platform designated by HDOT.

12
13 **636.03 Not used.**

14
15 **636.04 Measurement.** The Engineer will measure the fee for the license(s)
16 associated with the “E-Construction Program” on a force account basis in
17 accordance with Subsection 109.06 – Force Account Provisions and Compensation.

18
19 **636.05 Payment.** The Engineer will pay for the fee for the license for the E-
20 construction Program on a force account basis in accordance with Subsection
21 109.06 – Force Account Provisions and Compensation. Payment will be full
22 compensation for the “E-Construction” licensing fee as prescribed in this section
23 and contract documents. The actual amount to be paid will be the sum shown on
24 the accepted force account records whether this sum be more or less than the
25 estimated amount allocated in the proposal schedule.”

26
27 **Pay Item** **Pay Unit**
28
29 E-Construction license Force Account”

30
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33
34 **END SECTION 636**

1 Amend **Section 645 – Traffic Control Devices** to read as follows:

2
3 **“SECTION 645 - WORK ZONE TRAFFIC CONTROL**

4
5 **645.01 Description.** This section describes the following:

6
7 **(A)** Furnishing, installing, maintaining and subsequently removing work
8 zone traffic control devices, and personnel. Work zone traffic control shall
9 include providing flaggers and police officers.

10
11 **(B)** Keeping roads for public traffic open and in passable condition;
12 providing and maintaining temporary access crossings for trails, businesses,
13 parking lots, garages, residences, farms, parks, and other driveways; taking
14 necessary work precautions for the protection, safety, and convenience of
15 the public; should pedestrian facilities exist, taking necessary measures for
16 safe and accessible passage, with route information and ADAAG
17 compliance, for pedestrians traveling through or near work zone.

18
19 **(C)** Taking safety and precautionary measures, such as illuminating
20 roadway obstructions during hours of darkness, in accordance with Chapter
21 286, HRS; Title 19, Subtitle 5, Chapters 127, 128, and 129, HAR; and
22 *MUTCD*.

23
24 **645.02 Materials.**

| | | |
|----|--|--------|
| 25 | | |
| 26 | Signs | 750.01 |
| 27 | | |
| 28 | Sign Posts | 750.02 |
| 29 | | |
| 30 | Fasteners for Signs and Route Markers | 750.03 |
| 31 | | |
| 32 | Reflector Marker | 750.07 |
| 33 | | |
| 34 | Flexible Delineator Posts and Reflectors | 750.08 |
| 35 | | |
| 36 | Traffic Delineators | 750.09 |
| 37 | | |
| 38 | Preformed Pavement Marking Tape | 755.04 |

39
40 Submit electronic crashworthy documentation, including but not limited to,
41 drawings in pdf and CADD, crash test reports, and FHWA eligibility letters certifying
42 compliance with MASH 2016, for signs, sign supports, barricades, tubular markers,
43 cones, vertical panels, and other traffic control devices. Only devices that are
44 deemed crashworthy will be allowed.

47 Upon request of the Engineer, furnish self-certified MASH 2016 compliant
48 letter from vendor for each type of Category 1 traffic control device, as defined by
49 FHWA and/or AASHTO, including single-piece traffic cone, single-piece drum, and
50 tubular marker.

51
52 Use of new signs, sign supports, barricades, cones, vertical panels, drums,
53 tubular markers, and other traffic control devices that are not certified to be MASH
54 2016 compliant will not be allowed.

55
56 Traffic control devices, including signs, barricades, warning lights, arrow
57 boards, portable changeable message signs, cones, tubular markers, and
58 temporary concrete barriers shall conform to the American Traffic Safety Services
59 Association (ATSSA), *Quality Guidelines for Temporary Traffic Control Devices and*
60 *Features* and the *MUTCD*.

61
62 Other traffic control devices including barricades, warning signs, lights, and
63 temporary signals shall conform to Title 19, Subtitle 5, Chapters 127, 128, and 129,
64 HAR. Retroreflectorization for protective devices such as barricades, tubular
65 markers, and warning signs shall conform to *Subsection 750.01 – Signs*.

66
67 **645.03 Construction.** Furnish, install, and maintain barricades, signs, cones,
68 delineators, lights, flashing signals, and other traffic control devices.

69
70 Furnish two (2) police officers for each location that requires work zone traffic
71 control. If contractor submitted TCP during project, furnish number of police
72 officers indicated in the accepted TCP, whichever is greater. All police officers
73 shown in the accepted TCP shall be consider incidental to the lump sum contract
74 item No. 645.0100 - Traffic Control.

75
76 Furnish, deploy, maintain, and remove portable message signs (i.e.,
77 electronic message boards, EMB) as specified in *Subsection 645.03(l) – Portable*
78 *Message Sign*.

79
80 When directing traffic, flaggers or police officers, or both shall be in direct
81 communication with each other.

82
83 **TCP Development.** Contractor shall develop site-specific Traffic Control
84 Plan (TCP) and work schedule based on work hours and lane closure restrictions
85 stipulated in the contract documents.

86
87 TCP shall be developed after Contractor conducted field investigation of
88 traffic conditions, including but not limited to, traffic volume counts taken during
89 anticipated work hours, detour routes, interchange ramp & city street traffic signal
90 timing, and public gathering places such as schools, businesses and shopping
91 malls within the project limits and surrounding areas.

92

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

97
98 If TCP affects City & County of Honolulu streets, such as but not limited to,
99 traffic detours onto City streets, or traffic control devices placed on City streets, a
100 City & County of Honolulu, Department of Transportation services (DTS) Permit for
101 Street Usage shall be obtained prior to starting work. A TCP stamped by a
102 registered Civil Engineer from the State of Hawaii may be required to obtain the
103 DTS Permit for Street Usage.

104
105 **TCP Submittal.** Submit TCP and work schedule for review and acceptance
106 following the procedures established in *Subsection 105.04 - Review and*
107 *Acceptance Process*. TCP and schedule shall be accepted by the Engineer prior
108 to starting work in each area. Submit modifications and deviations from accepted
109 TCP following the procedures established in *Subsection 105.04 - Review and*
110 *Acceptance Process*. Illegible TCP will not be accepted.

111
112 Include the following in TCP and schedule:

- 113
114 (1) Signs (type, size, designation, and placement).
- 115
116 (2) Traffic movements shown by arrows.
- 117
118 (3) Positions of flaggers and police officers.
- 119
120 (4) Barricades, cones, delineators, and additional traffic control devices
121 and measures necessary for protection of work and public safety; and
122 placement, spacing, distances, and reference points for traffic control
123 devices.
- 124
125 (5) Layout, drawn to scale, of traffic control devices, including information
126 needed to layout TCP.
- 127
128 (6) Brief description of work.
- 129
130 (7) Dates of work.
- 131
132 (8) Times of day affected.
- 133
134 (9) Proposed public information sign.
- 135
136 (10) Proposed news release.
- 137
138 (11) For lane closures indicate the max. length of roadway to be closed.

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

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

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

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

Place sign or device situated farthest upstream from work zone first. Then place others progressively downstream toward work zone.

Extend cones or delineators to point where cones or delineators are visible to approaching traffic.

For signs with messages on both faces, cover inapplicable message before placement.

Keep barriers, end treatments, barricades, construction and warning signs, and other traffic control devices in good condition. Repair, clean, or replace barriers, end treatments, barricades, signs, or other devices as required to maintain effectiveness and appearance. The Engineer will solely decide if the barriers, end treatments, barricades, signs, or other traffic control devices are in suitable condition to remain or needs cleaning, repair, or other actions.

Remove or cover regulatory and warning signs that conflict with accepted TCP. Restore signs upon completion of work or as ordered by the Engineer. Affix object markers to post(s) of covered sign.

Promptly remove or cover construction and warning signs that are not applicable or not in use.

Promptly remove traffic control devices that are no longer needed.

Remove traffic control devices in reverse order of installation, starting closest to work zone and continuing away from work zone.

Maintain abutting owners' existing access until replacement access is usable. Obtain permission from abutting owners, including conditions for closing existing access. Submit copy of agreement with abutting owners before beginning work in the affected area.

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When working on existing facility that will be kept open to traffic, provide smooth and even surface for public traffic use. Only work on a portion of roadway at one time, and stage construction from one side to other while routing traffic over opposite side.

During subgrade and paving operations, paved shoulders may be used for public traffic.

Do not store work zone signs, if not in use, sign stands, material or equipment where it will interfere with public traffic. Remove equipment and other obstructions out of right-of-way or clear zone to permit free and safe passage of public traffic during non-working hours or suspension of work. For storage of materials and equipment, see *Subsection 105.14 – Storage and Handling of Materials and Equipment*.

(A) Signs. Install signs sufficiently ahead of location where operations may interfere with use of road by traffic and at intermediate points where new work crosses or coincides with existing road.

Place signs in accordance with TCP as accepted by the Engineer.

(B) Construction Signs. Erect post-mounted construction signs at the beginning of project and at the end of project at the location indicated by the Engineer. These signs shall remain for the duration of the highway project. Maintain these signs. Place these signs besides the required traffic control signs called for herein.

Furnishing, installing, maintaining, and subsequently removing two (2) sets of post-mounted construction signs as ordered by the Engineer.

Install post-mounted construction signs on each main approach to the project work zone, excluding any ramps or side roads/streets.

The construction signs shall be new and become the property of the Contractor, when the project obtains final acceptance or when directed by the Engineer.

(C) Barricades

(1) General. Provide, erect, and maintain necessary barricades suitable for protection of work and safety of the public.

Barricades shall be in good condition. Barricade application and installation shall be in accordance with accepted TCP.

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Provide sandbags if required or ordered by the Engineer. Sandbags and installation method shall comply with *MUTCD* and be accepted by the Engineer prior to use. Do not place sandbags on striped barricade rail.

During hours of darkness, install steady burn lamps on barricades selected by the Engineer. Flashing lamps must not be used, unless directed by the Engineer or required by the Contract Documents. Attach lamps on barricade ends closest to traveled way and visible to oncoming traffic. Replace non-functioning lamps within 24 hours of discovery. Perform nighttime inspection of the lamps and work zone devices every 48 hours.

Do not install signs on barricades unless signs and barricades have been crash tested as a unit and accepted under MASH 2016.

(2) Retroreflectorization. Retroreflectorize barricade rails and attachment with retroreflective sheeting in accordance with *Subsection 750.01(C)(4) - Type III or IV Retroreflective Sheeting (High Intensity)* or *Subsection 750.01(C)(5) - Hardened Aluminum-Backed Retroreflective Sheeting*.

Retroreflectorize both vertical faces of each barricade rail.

(3) Color. Provide white colored rails, frames, and braces with front and back rail faces having 6-inch-wide alternating orange or red and white stripes sloping downward toward traveled way at angle of 45 degrees from vertical. Use stripe colors in accordance with the following:

(a) Use orange and white stripes for the following conditions:

1. Construction work.
2. Detours.
3. Maintenance work.

(b) Use red and white stripes for the following conditions:

1. On roadways with no outlet, such as dead-ends and cul-de-sacs.
2. Ramps or lanes closed for operational purposes.

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3. Permanent or semi-permanent closure or termination of roadway.

(4) Maintenance. Keep barricades in good condition. Repair, repaint, clean, or replace barricades to maintain effectiveness and appearance. Immediately replace missing or damaged barricades, lamps, sandbags, and other accepted weights.

Clean and repair barricades immediately when effectiveness is impaired, or when directed by the Engineer and before relocating to other locations.

(D) Traffic Delineators. Install traffic delineators in accordance with accepted TCP.

Maintain traffic delineators in good condition. Immediately replace missing or damaged traffic delineators.

Clean delineator immediately when effectiveness is impaired or when directed by the Engineer and before relocating to a new location.

(E) Cones. Install traffic cones in accordance with accepted TCP.

Maintain traffic cones. Keep traffic cones clean and in good repair. Immediately replace lost, stolen, or damaged traffic cones.

Clean cones immediately when effectiveness is impaired or when directed by the Engineer and before relocating to a new location.

(F) Lane Closures. The Contractor shall coordinate lane closures with nearby HDOT project(s) at no increase in contract price or contract time.

The Contractor shall adjust his work schedule to resolve detour route conflicts and implement additional traffic control measures as necessary to alleviate potential traffic bottlenecks.

Lane closures will be allowed only during the following hours. Exceptions to lane closure hours specified require written acceptance by the Engineer. No increase in contract price or contract time will be given for lane closure restrictions specified.

(1) Work not Requiring Lane Closures. Contractor may perform work not requiring lane closures at anytime within State right-of-way, and during daytime working hours of 8:30 a.m. to 3:00 p.m., Monday to Friday, for City and County right-of-way.

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(2) Weekday Night-Time Work (No Roadway Paving). Lane closures will be allowed on Likelike Highway (Inbound, Outbound) during the following hours:

| <u>2-Lane Closure</u> (full closure in one direction) | <u>Inbound</u> * | <u>Outbound</u> * |
|---|--------------------------------------|--------------------------------------|
| Monday thru Friday | 10:00 A.M. to 5:00 A.M. (next day) | 9:00 P.M. to 2:00 P.M. (next day) |
| Weekends | 8:30 P.M. Friday to 4:30 A.M. Monday | 9:00 P.M. Friday to 5:00 A.M. Monday |

* One direction only

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See *Subsection 107.03 – Working Hours* of the project Special Provisions for description of Noise Variance hours, noise control conditions and restrictions during weekend and night work.

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At the Director’s discretion, with a one-week prior notification to the Contractor, work may be suspended to allow traffic to flow freely during major public events, such as concerts, parades, sporting events, etc. The Contractor will not be compensated but the Contractor’s Roadway Completion Time and/or Contract Time will be adjusted accordingly.

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The Director may also suspend work at any time due to unforeseen circumstances that occur within the immediate vicinity of project that may disrupt traffic on the freeway and/or alternate routes, or in times of emergencies. The Contractor will be compensated for work performed up to the time of the suspension and Contractor’s Roadway Completion Time and/or Contract Time will be adjusted accordingly.

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For island of Oahu, no lane closures will be allowed during 24-hour periods as follows:

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- (1)** Day preceding holiday (3:00 p.m. to Midnight), except as otherwise specified.
- (2)** Holidays (Midnight to 6:30 p.m.).
- (3)** Thanksgiving weekend (Thursday to Sunday).
- (4)** Three-week holiday period for Christmas and New Year.
- (5)** One-week “Beat-the-School-Jam” period, to be determined, beginning approximately third week of August (first week of University of Hawaii Manoa Session).
- (6)** Other dates of events indicated in the contract documents.

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No time extension will be given for the above restrictions. The contract time for the project has accounted for any loss of time due to the above restrictions.

Before scheduling work, submit requests for detours, lane and/or full closures as follows:

- (1) Detours - 8 weeks before implementing detours.
- (2) Lane closures - 6 weeks before implementing lane closures.
- (3) Closing all lanes in one direction – 6 weeks before implementing full closure.

Detours or lane closures will not be allowed before the Engineer accepts detour or lane closure request.

(G) Advisory Signs. Submit advisory sign shop drawings. Furnish, install, maintain and remove two (2) advisory as ordered by the Engineer.

Place signs at locations designated by the Engineer. Provide signs, minimum 8 feet wide by 4 feet high, with black letters on orange background, and with three 4.00 pounds/foot flanged channel posts for each sign.

Include starting date and hours of construction in sign message. Use letter heights of 8 inches, Series D. The Engineer will review and accept advisory signs' wording before fabrication. Install advisory signs two weeks before start of construction. Remove advisory signs immediately after construction has been completed or as ordered by the Engineer.

(H) Advertisement. All public notices, including advertisements in newspaper, shall be paid for under lump sum contract item No. 697.1000 - Public Communication and Coordination, unless otherwise directed by the Engineer.

(I) Portable Message Sign. Furnish, deploy, maintain and remove the following as directed by the Engineer:

- (1) Up to eight (8) portable message signs/EMB in the outbound (OB) direction during project duration.
- (2) Up to five (5) portable message signs/EMB in the inbound (IB) direction during project duration.

The portable message signs/EMB shall have remote message capabilities to be used for the duration of the project, as directed by the

410 Engineer. Remote message access shall be granted to HDOT personnel if
411 requested by the Engineer.
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413 During work that would require lane closures, deploy portable
414 message signs/EMB on all approaches to the work area at locations
415 accepted by the Engineer, seven (7) days prior to and during such work.
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417 **645.04 Measurement.**
418

419 **(A)** Traffic control as specified in *Subsection 645.03 - Construction* will be
420 measured on a contract lump sum basis and will not include any work
421 performed under other specific traffic control contract bid items.
422 Measurement for payment will not apply.
423

424 **(B)** The Engineer will measure additional police officers, additional traffic
425 control devices, and advertisement, if ordered by the Engineer, on a force
426 account basis, in accordance with *Subsection 109.06 - Force Account*
427 *Provisions and Compensation.*
428

429 **(C)** Up to eight (8) portable message signs (i.e., electronic message
430 boards) in the outbound direction and up to five (5) in the inbound direction
431 with remote message capabilities for the duration of the project, as accepted
432 by the Engineer, shall not be paid for separately and shall be considered
433 incidental to the contract item No. 645.0100 - Traffic Control for respective
434 base bid and additive bid.
435

436 **645.05 Payment.** The Engineer will pay for the accepted "Traffic Control",
437 "Additional Police Officers, Additional Traffic Control Devices and Advertisement"
438 items at the contract price per pay unit, as shown in the proposal schedule.
439 Payment will be full compensation for the work prescribed in this section and the
440 contract documents.
441

442 All labor, materials, tools, equipment and incidentals, including but not
443 limited to, traffic control signs, detour route signs, traffic control devices, police
444 officers, portable message signs/EMBs, that are shown in site-specific Traffic
445 Control Plan (TCP) accepted by the Engineer shall not be paid for separately and
446 shall be consider incidental to the lump sum contract item No. 645.0100 - Traffic
447 Control for respective base bid and additive bid.
448

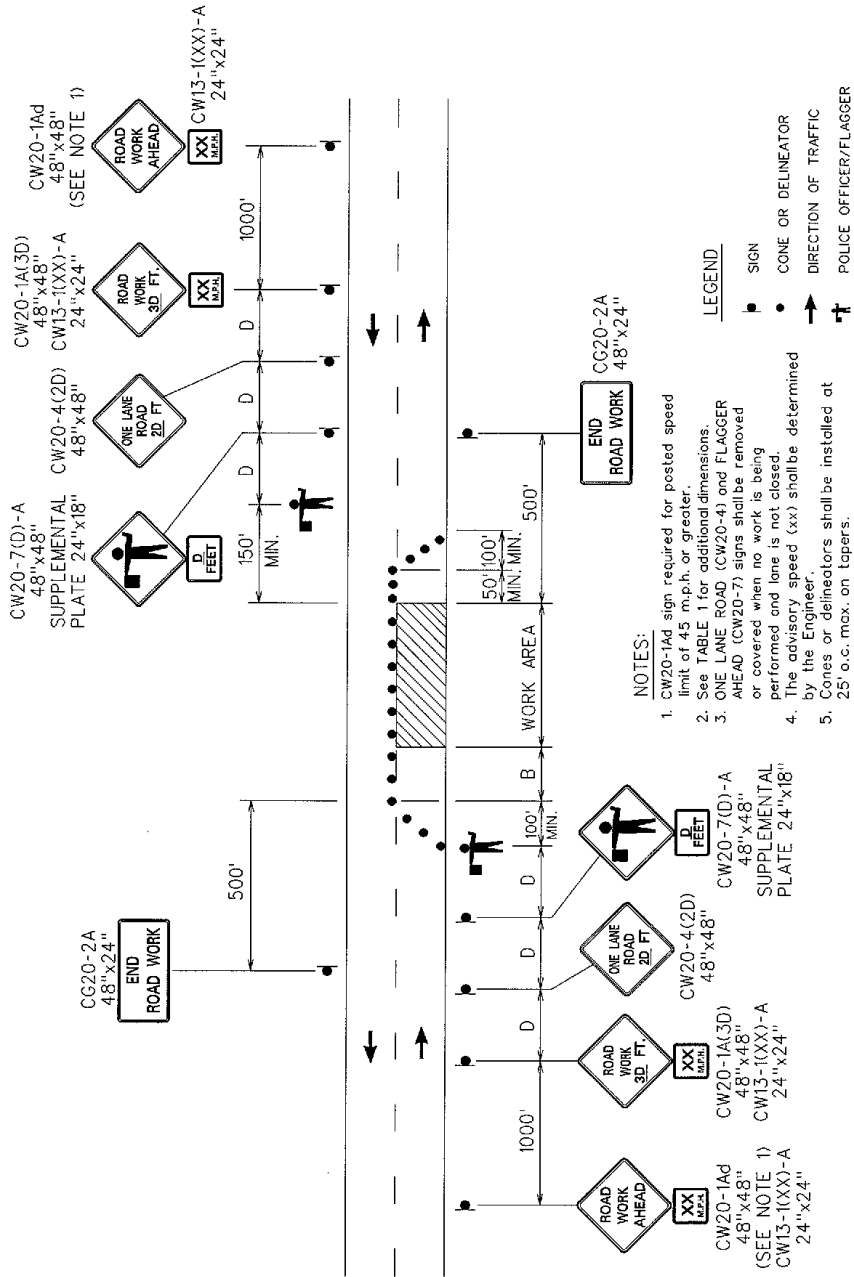
449 The Engineer will pay for the following pay items when included in the
450 proposal schedule:
451

| 452 Pay Item | 453 Pay Unit |
|---------------------|---------------------|
| 454 Traffic Control | 455 Lump Sum |

456 Additional Police Officers, Additional Traffic Control Devices,
457 And Advertisement Force Account

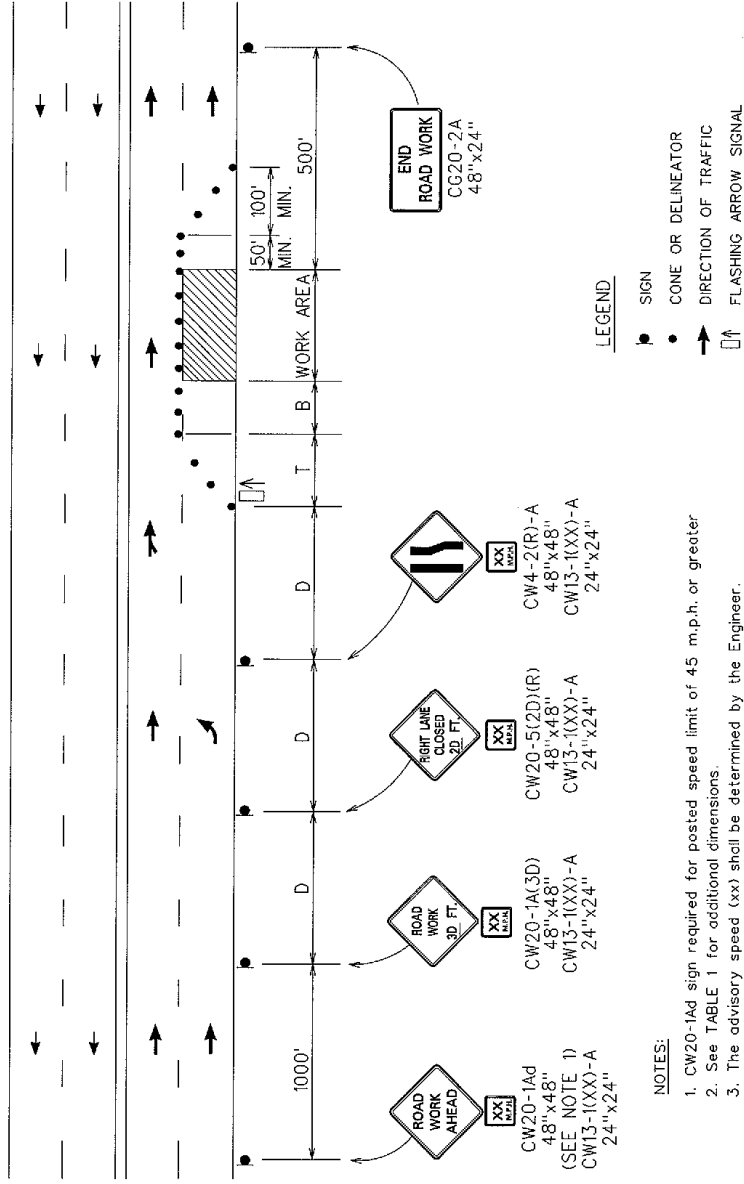
458
459 An estimated amount for the force account may be allocated in the proposal
460 schedule under “Additional Police Officers, Additional Traffic Control Devices, and
461 Advertisement”, but the actual amount to be paid will be the sum shown on the
462 accepted force account records, whether this sum be more or less than the
463 estimated amount allocated in the proposal schedule.

464
465 The Engineer will not pay for request submittals. The Engineer will not
466 consider claims for additional compensation of late submittals or requests by
467 Contractor.
468



TWO-LANE HIGHWAY - ONE LANE CLOSED
FIGURE 1 - TRAFFIC CONTROL PLAN

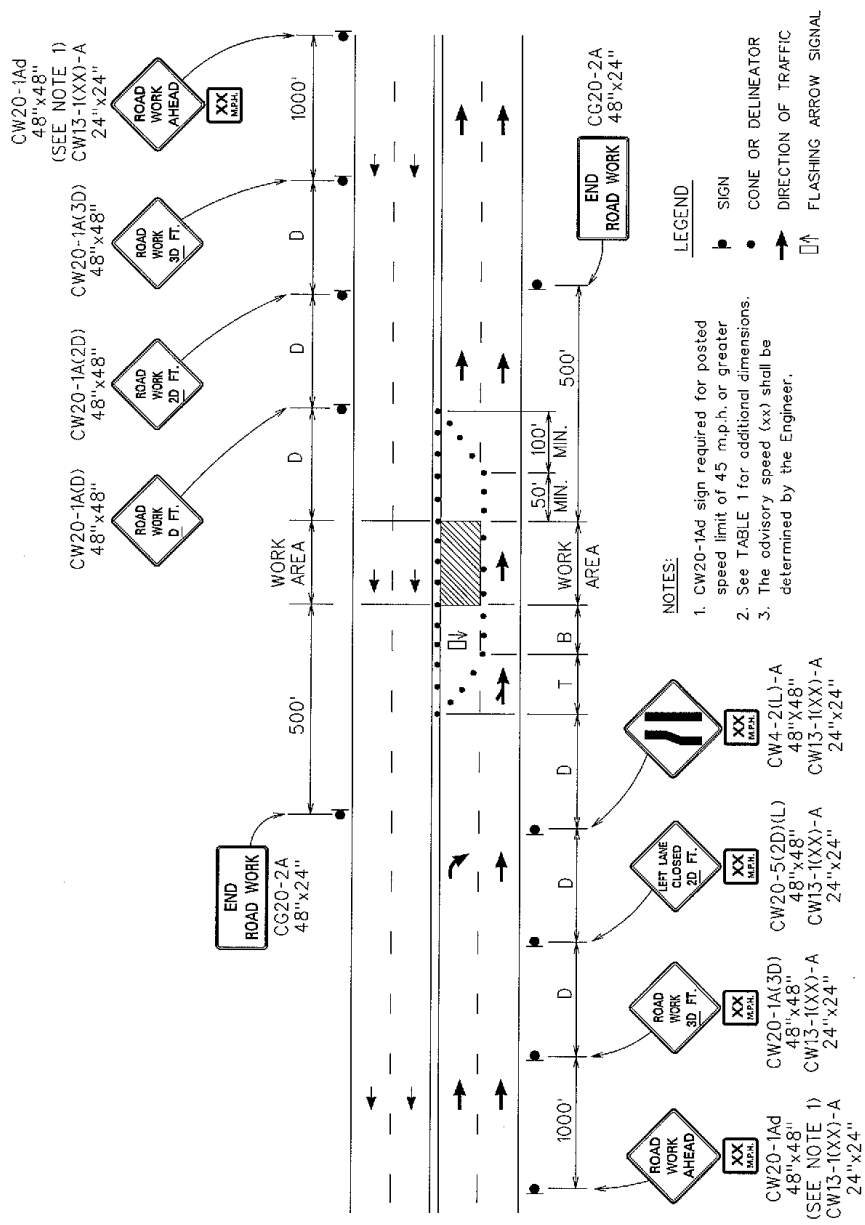
472
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MULTILANE UNDIVIDED HIGHWAY - RIGHT LANE CLOSED

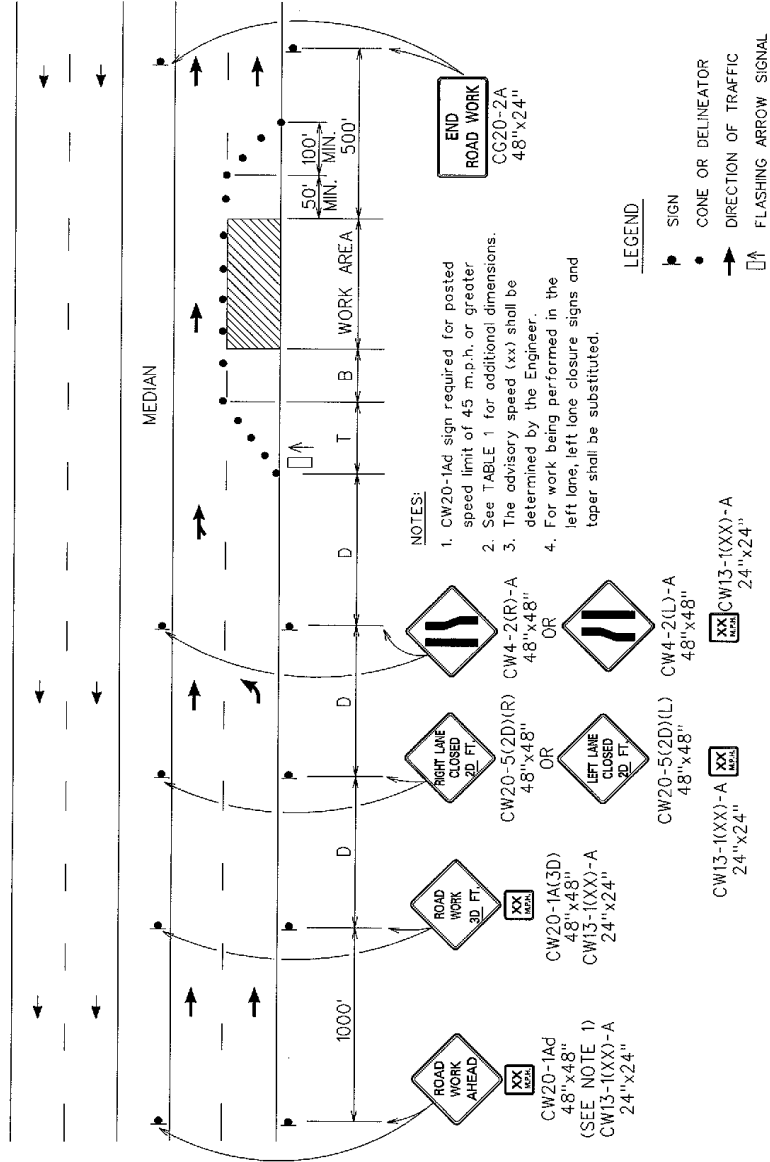
FIGURE 2 - TRAFFIC CONTROL PLAN

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MULTILANE UNDIVIDED HIGHWAY - LEFT LANE CLOSED
FIGURE 3 - TRAFFIC CONTROL PLAN

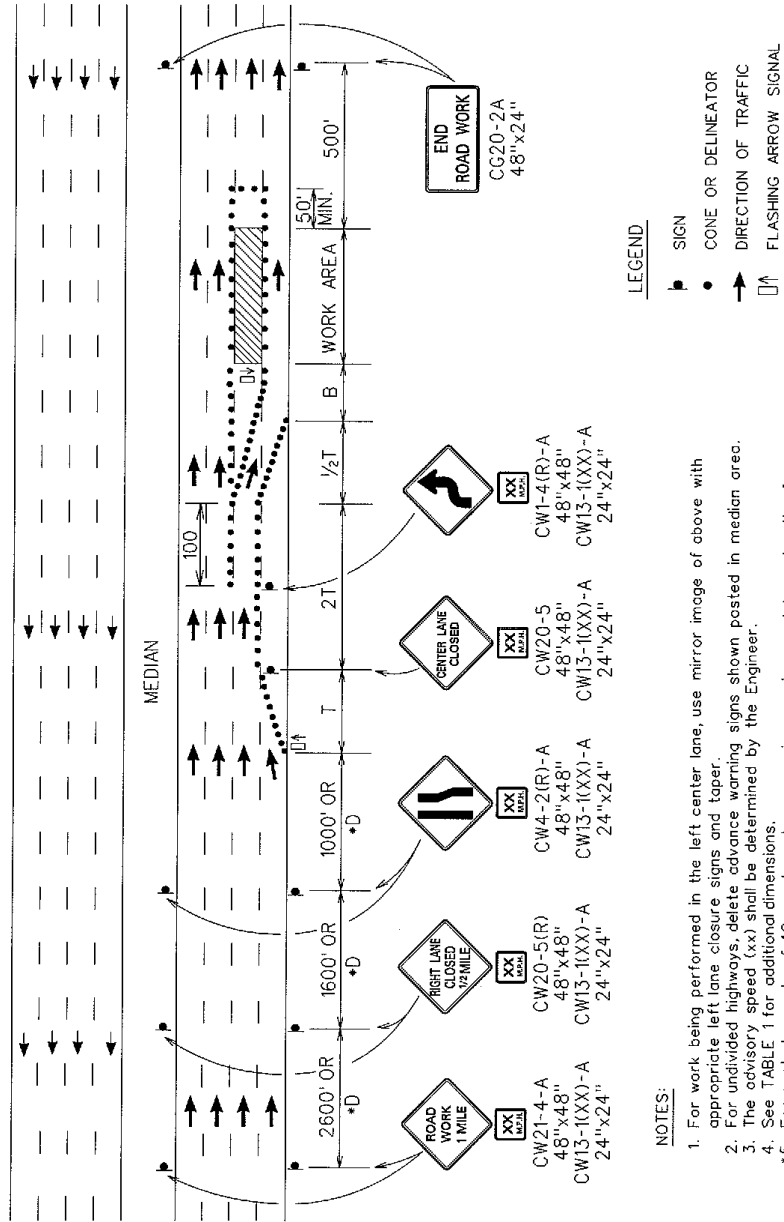
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MULTILANE DIVIDED HIGHWAY - ONE LANE CLOSED

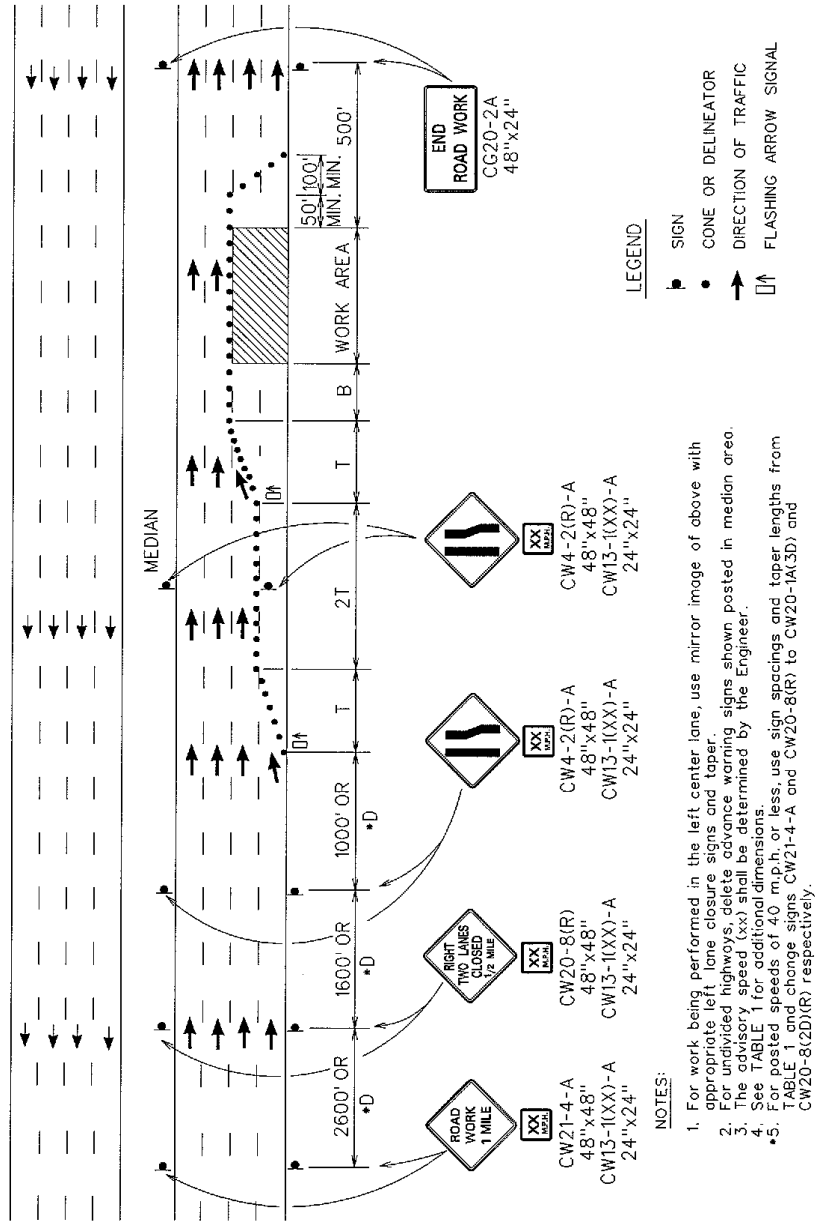
FIGURE 4 - TRAFFIC CONTROL PLAN

R10/96



MULTILANE HIGHWAY - CENTER LANE CLOSED

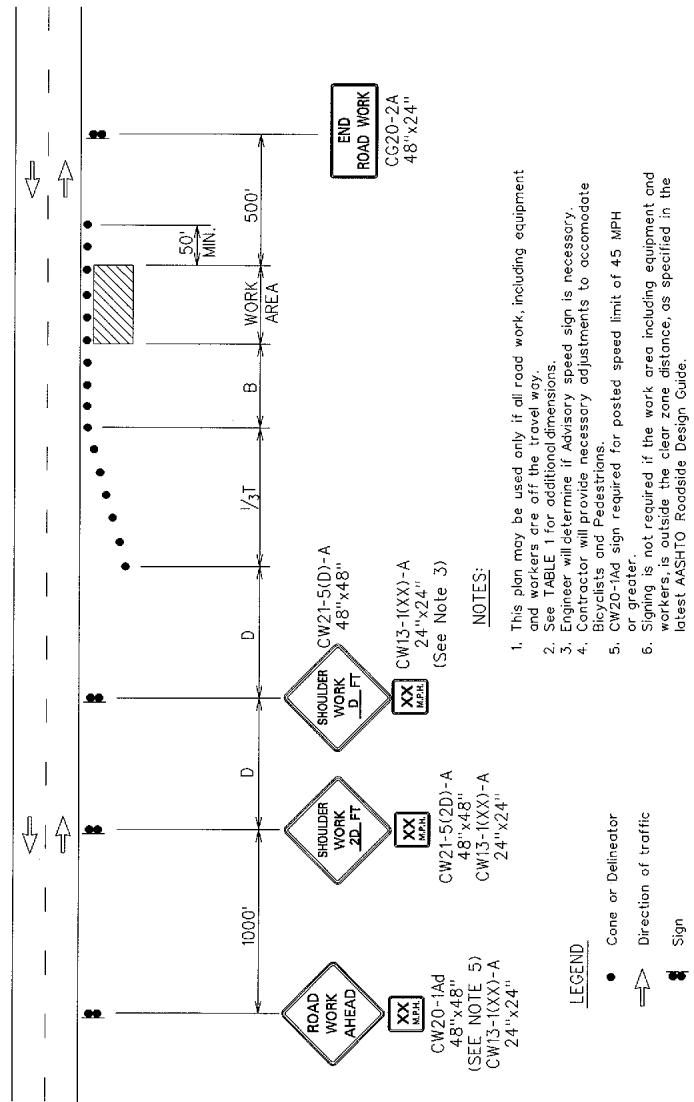
FIGURE 5 - TRAFFIC CONTROL PLAN



MULTILANE HIGHWAY - MULTIPLE LANE CLOSED
FIGURE 6 - TRAFFIC CONTROL PLAN

485
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489

END OF SECTION 645



WORKING ON SHOULDER OR ROADSIDE
FIGURE 7 - TRAFFIC CONTROL PLAN

R10/96

1 Make the following Section a part of the **Standard Specifications**:

2
3 **SECTION 660 – HANGER ROD ASSEMBLIES**
4
5

6 **660.01 Description.** This section describes furnishing, delivering, and installing
7 Epoxy Grout and a Corrosion Protection System, and installing State provided
8 Hanger Rod Assemblies comprised of Concrete Undercut Anchors, All Thread
9 Rod, Steel Plate Washers, and associated connecting hardware at locations
10 shown in the Contract Documents in such quantities and during the term of this
11 contract, all in accordance with the requirements of these Specifications.

12
13 For terminologies used in this section refer to: Section 101 – Terms,
14 Abbreviations, and Definitions.

15
16 **660.02 Material.**

17
18 **(A) Undercut Anchors.** Material provided by the State. See Contract
19 Drawings, Sheet S-601.

20 **(B) Threaded Rod.** Material provided by the State. See Contract
21 Drawings, Sheet S-601.

22 **(C) Steel Plate Washers.** Material provided by the State. See Contract
23 Drawings, Sheet S-601.

24 **(D) Sleeve Nuts.** Material provided by the State. See Contract
25 Drawings, Sheet S-601.

26 **(E) Heavy Hex Nuts.** Material provided by the State. See Contract
27 Drawings, Sheet S-601.

28 **(F) Washers.** Material provided by the State. See Contract Drawings,
29 Sheet S-601.

30 **(G) Epoxy Grout.** Epoxy grout shall be Sikadur®-35 Hi-Mod LV or
31 approved equal. The grout shall be a two-component, 100% solids,
32 moisture-tolerant, low-viscosity, high-strength, multipurpose, epoxy resin
33 adhesive developed to be used as a sealer. The grout shall be nontoxic after
34 curing.

35 (i) Epoxy resin adhesive binder/sealer:

36 1. Component “A” shall be a modified epoxy resin of the
37 diglycidether bisphenol A Type containing suitable viscosity
38 control agents. It shall not contain butyl glycidyl ether.

39 2. Component “B: shall be primarily a reaction product of a
40 selected amine blend with an epoxy resin of the diglycidether
41 bisphenol A Type containing suitable viscosity control agents,
42 pigments, and accelerators.

43 3. The ratio of Component "A": Component "B" shall be 2:1 by
44 volume.

45 (ii) Performance Criteria

- 46 1. Typical Properties of the mixed epoxy resin adhesive binder:
- 47 a. Pot life: 25 minutes (60 gram mass) at 73°F
- 48 b. Tack-free time to touch (20 mil thickness at 73°F):
- 49 3 - 3.5 hours
- 50 c. Color: clear, amber
- 51 2. Typical Properties of the mixed neat-cured epoxy resin
- 52 adhesive binder:
- 53 a. Compressive Properties (ASTM D-695) at 28 days
- 54 i. Compressive Strength: 13,000 psi min. (82.7 MPa)
- 55 ii. Compressive Modulus: 320,000 psi (2,200 MPa)
- 56 b. Tensile Properties: (ASTM D-638) at 14 days
- 57 i. Tensile Strength: 8,900 psi min. (61 MPa)
- 58 ii. Elongation at Break: 5.4%
- 59 iii. Modulus of Elasticity: 410,000 psi (2,551.7 MPa)
- 60 c. Flexural Properties: (ASTM D-790) at 14 days
- 61 i. Flexural Strength (Modulus of Rupture): 14,000 psi
- 62 min. (97 MPa)
- 63 ii. Tangent Modulus of Elasticity in Bending: 370,000
- 64 psi (2,600 MPa)
- 65 d. Shear Strength (ASTM D-732) at 14 days: 5,100 psi
- 66 min. (35 MPa)
- 67 e. Total water absorption (ASTM D-570) at 7 days: 0.90%,
- 68 max. (2-hour boil)
- 69 f. Bond Strength (ASTM C-882) Hardened Concrete to
- 70 Hardened Concrete
- 71 i. 2 days (dry cure): 2,800 psi min. (19 MPa)
- 72 ii. 14 days (moist cure): 2,900 psi min. (17 MPa)
- 73 g. Deflection Temperature (ASTM D-648) at 14 days:
- 74 124F min. (fiber stress loading = 264 psi)
- 75

76 **(H) Corrosion Prevention System.** Corrosion Prevention System
77 components shall be by Denso, Inc. or approved equal. The Contractor shall
78 comply with all written recommendations of the manufacturer regarding
79 applications of the specified system.

80 To obtain the specified materials contact Denso, Inc., 9710 Telge
81 Road, Houston, TX 77095, Tel: (281) 821-3355 or 90 Ironside Crescent Unit
82 12, Toronto, Ontario, Canada M1X1M3, Tel: 416-291-3435. E-mail:
83 info@densona.com.

84 **Primers/Paste** - Denso Paste™ or approved equal. The Primer shall
85 be comprised of saturated petroleum hydrocarbons (petrolatum) inert fillers
86 and passivating agents. The Primer will be an integral component of the
87 tape system for the preparation of metal surfaces prior to wrapping. Primers
88 will displace moisture, passivate surface oxides, fill surface imperfections
89 and ensure intimate contact between petrolatum tapes.

90 **Mastics** - Densyl™ Mastic or approved equal. Mastics shall be
91 comprised of saturated petroleum hydrocarbons (petrolatum), inert fillers,
92 reinforcing fibers, and thermal extenders. Variations may contain beads of
93 cellular polymer and flow control additives. Mastics shall be cold-applied,
94 self-supporting mastics for molding around irregular-shaped fittings to
95 provide a suitable profile for applying anti-corrosion tapes. The physical
96 specification values shall meet the manufacturer's guidelines.

97 **Petrolatum Tapes** - Densyl™ Tape or approved equal. Petrolatum
98 tapes shall have a stable character in composition and plasticity over a wide
99 temperature range. The tape shall be non-hardening and non-cracking,
100 accommodating vibration and extreme movement of the substrate.
101 Superficial oxidation renders the surface less tacky. The tape is highly
102 resistant to mineral acids and alkalis. The physical specification values shall
103 meet the manufacturer's guidelines.

104 **Protective Outer-wrap / Poly-Wrap** - Denso Poly-Wrap or approved
105 equal. Poly-wrap shall be a 200-gauge (2 mil) wrap made from high-
106 performance metallocene resins suitable for use as a compression film or
107 as a protective layer over petrolatum tape systems.

108 **(I) Zinc-Rich Paint.** Zinc-Rich Paint shall conform to the
109 requirements of Section 708 - Paints.

110 **660.03 Construction.**

111
112 **(A) Undercut Anchors.** DeWalt CCU+™ Preset (PS) anchors (Part No.
113 DFM1371350) shall be installed where specified on the Contract
114 Documents and to the manufacturer's specifications.

115 Existing reinforcing bars in the concrete structure shall not be cut
116 unless approved by the Engineer.

117 Submittal of all proposed products, with technical data and current
118 ICC-ESR reports is required for review and approval by the Engineer.
119 Additional application calculations may be required by the Engineer.

120 All anchors shall be installed in strict accordance with the
121 Manufacturer's Published Installation Instructions (MPII) in conjunction with
122 edge distance, spacing and embedment depth as indicated on the
123 Drawings.

124 The removal and resetting of undercut anchors is prohibited (ACI
125 318-19 17.1.3).

126 Drilled holes for undercut anchors in concrete shall be completed per
127 OSHA 29 CFR 1926.1153 – respirable crystalline silica using a tested
128 system such as DeWalt Dustx+ extractor and drill bit system.

129 Undercut anchors shall have been tested and qualified in
130 accordance with ACI 355.2 and ICC-ES AC193 for use in cracked, and
131 uncracked concrete including seismic where applicable.

132 Acceptable products in normal-weight and sand light-weight
133 uncracked and cracked concrete, heavy-duty expansion anchors: Dewalt
134 CCU+ Undercut Anchor (ICC-ES ESR-4810).

135
136 (i) Quality Assurance

137 1. The Contractor shall arrange for a manufacturer’s field
138 representative to provide MPII training for all products to
139 be used, prior to commencement of work. Only trained
140 installers shall perform undercut anchor installation. The
141 Contractor shall submit proof of training completion to the
142 Engineer prior to commencement of work and a record of
143 training shall be kept on site and be made available to the
144 Engineer as requested.

145 2. Installer Training: Conduct thorough MPII training with the
146 manufacturer or the manufacturer’s representative for the
147 installer on the project. Training must consist of a review
148 of the complete installation and proof load testing
149 processes for undercut anchors including, but not limited
150 to, the following:

- 151 a. Anchor element type, material, diameter, and length.
- 152 b. Hole drilling procedure.
- 153 c. Hole preparation and cleaning technique.
- 154 d. Undercut drilling procedure.
- 155 e. Anchor insertion and setting.
- 156 f. Torquing.
- 157 g. Proof load testing.

158 (ii) Field Quality Control

159 1. The Inspector shall perform full-time construction
160 inspections per the current ICC-ES report (IBC 2012,
161 2015, 2018 Table 1705.3 Type 4, Note B) for all undercut
162 anchor installations and proof load testing. Proof load

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- testing only does not meet construction inspection requirements.
2. The Inspector shall verify that each undercut anchor is installed in accordance with the Contract Documents and that each anchor is installed per the MPII.
 3. The Inspector shall be trained by the manufacturer or the manufacturer's representative and shall submit proof of training completion prior to any installation or inspection of the undercut anchors.

 4. Proof Load Testing:
 - a. Perform an unconfined test in accordance with ASTM E488 or ACI 355.2 equal to the following. Retighten undercut anchors tested by this method by applying the installation torque:
 - i. Tensile load equal to 80-percent of the specified nominal yield strength of the anchor bolt material times the tensile area of the bolt.
 - b. Test Frequency: twenty (20) undercut anchors for the Inbound Tunnel distributed along the tunnel length and twenty (20) undercut anchors for the Outbound Tunnel distributed along the tunnel length.
 - c. Acceptance Criteria: An undercut anchor is acceptable if the test load specified in this specification is attained without:
 - i. Slippage of more than: 2.5-percent of the embedded length, rounded to the nearest 1/16-inch for undercut anchors.
 - ii. Bolt failure.
 - iii. A sign of damage in the surrounding concrete.
 - d. Installation Inspection Record:
 - i. Test Inspection Record: Include in the test inspection record, but not be limited to, the following information:
 - ii. Product description, including product name.
 - iii. Anchor and steel grade.
 - iv. Anchor ID, tunnel, and location of anchor.
 - v. Method of test or verification.
 - vi. Proof load applied to anchor.
 - vii. Test results: accepted or rejected.
 - viii. Inspector's name.
 - ix. Date of test.
 - x. Identification number of testing tool.

206 **(B) Hanger Rod Assemblies.** Hanger Rod Assemblies comprised of
207 Concrete Undercut Anchors, All Thread Rod, Steel Plate Washers,
208 associated connecting hardware shall be constructed and installed in
209 accordance with the Contract Documents.

210 Each Concrete Undercut Anchor shall be installed in accordance with
211 Section 660.03(A) Undercut Anchors of these Specifications and installed
212 with one (1) 4"x4"x1/4" A36 plate washer and one (1) set of a standard
213 washer and hex nut (provided by the undercut anchor manufacturer).

214 Sleeve Nuts shall be threaded onto the undercut anchor and all thread rod
215 such that the two parts are joined. Threads shall be advanced to the
216 manufacturer's embedment recommendations.

217 One (1) hex nut shall be installed on each all thread rod above the plenum
218 floor slab to prevent rod plunging or unanticipated freefall onto the roadway
219 below.

220 Each all thread rod shall be secured at the underside of the plenum floor
221 slab with one (1) 6"x 6"x 3/4" A36 plate washer, one (1) standard washer,
222 and two (2) heavy hex nuts. Nuts shall be hand tightened only; mechanical
223 tightening or torquing is strictly prohibited. After the nuts are tightened, the
224 exposed all thread rod threads shall be fouled to prevent nut movement.

225 **(C) Epoxy Grout.**

226 (i) Surface Preparation.

- 227 1. Areas to be repaired must be clean, sound, and free of
228 contaminants, dust, and debris. All loose and deteriorated
229 concrete shall be removed by mechanical means.
230 Mechanically prepare the concrete substrate to obtain a
231 surface profile of +/- 1/16" (CSP 4 or greater as per ICRI
232 Guidelines) with a new exposed aggregate surface.
233 2. Where reinforcing steel with active corrosion is encountered,
234 sandblast the steel to a white metal finish to remove all
235 contaminants and rust.

236 (ii) Mixing and Application.

- 237 1. Mixing the epoxy resin adhesive binder: Proportion 2 parts
238 by volume of Component "A" and 1 part of Component "B"
239 by volume into a clean, dry mixing pail. Mix thoroughly for 3
240 minutes min. with a jiffy paddle on a low-speed (400-600
241 rpm) drill. Mix only that quantity of material that can be used
242 within its pot life (20-30 minutes at 73F).
243 2. After the complete Hanger Rod Assembly is installed and
244 before the Corrosion Prevention System is installed, pour

245 epoxy into the annular space in the plenum floor slab up to
246 the top of the slab to seal the void. In its cured state, the
247 epoxy must be level with the top of the plenum floor slab.
248 3. Adhere to all limitations and cautions for the epoxy resin
249 adhesive binder in the manufacturers current printed
250 literature.

251

252 (iii) Cleaning.

- 253 1. The uncured epoxy resin adhesive can be cleaned from tools
254 with an approved solvent. The cured epoxy resin adhesive
255 can only be removed mechanically.
256 2. Leave finished work and work area in a neat, clean condition
257 without evidence of spillovers onto adjacent areas.

258

259 **(D) Corrosion Prevention System.**

260 (i) General Surface Preparation Requirements.

261 Remove dirt, grease, and oil including excessive moisture and
262 frost in accordance with the requirements of SSPC-SP-1,
263 "Solvent Cleaning".

264 Remove weld spatter, sharp points, and edges.

265 Remove loose rust, paint, and foreign matter by hand and/or
266 power tools cleaning in accordance with SSPC-SP-2, or SP-3,
267 "Hand Tool Cleaning" or "Power Tool Cleaning", respectively.

268 (ii) Application.

- 269 1. Primers/Pastes. Apply specified paste/primer by hand,
270 brush, glove, rag, or roller. Apply a thin uniform film over
271 the entire surface to be wrapped. Apply a liberal coating to
272 threads, cavities, shoulders, pits, etc.
273 2. Mastics. To protect complex surfaces and configurations
274 such as around sleeve nuts, hardware, etc., apply mastic
275 by filling and packing to achieve a uniform contour to which
276 tape can be applied without bridging or voids.
277 3. Petrolatum Tapes. The tape shall be spirally wrapped on
278 Hanger Rod Assemblies using a minimum 1" (25 mm),
279 50%, overlap on all applications. Where additional
280 protection is required, the overlap shall be increased to
281 beyond 50%, which will provide a double thickness of tape.

282 Hold the end of the tape firmly against the starting point
283 and press it firmly onto the surface. Unroll the tape,

284 keeping the roll close to the surface. Do not get a long lead
285 of tape, as it will tend to fold and gap on the surface being
286 wrapped. The tape is best applied by rolling it around the
287 pipe and giving it proper tension. Apply sufficient tension
288 to provide continuous adhesion, but do not stretch the
289 tape. As application proceeds, press out all folds and air
290 pockets that may occur.

291 Maintain a minimum 6" (150 mm) overlap when
292 overlapping one roll with the end of a new roll. At the
293 completion of each roll, smooth the overlaps by hand in
294 the direction of the spiral to ensure the sealing of the
295 overlap.

296 Wrapping shall be started with two (2) circular wraps
297 before beginning the spiral wrapping progression and shall
298 end with two (2) circular wraps at the completion of a spiral
299 wrapping progression.

300 Excess wax paste protruding from the tape during the
301 wrapping process shall be removed with a cloth.

302 4. Protective Outer-wrap / Poly-Wrap. Poly-wrap shall be
303 applied as an overwrap for mechanical protection or as a
304 general non-tack barrier. Poly-wrap shall start from the
305 bottom of the Hanger Rods and be spirally wrapped
306 upward against the petrolatum tape using a minimum 2"
307 (50 mm), 50%, overlap on all applications.

308 Maintain a minimum 6" (150 mm) overlap when
309 overlapping one roll with the end of a new roll.

310 Wrapping shall be started with three (3) circular wraps
311 before beginning the spiral wrapping progression and shall
312 end with three (3) circular wraps at the completion of the
313 spiral wrapping progression.
314

315 **660.04 Measurement.**

316
317 For each item listed below, all applicable inspection, proof load
318 testing, and/or material testing records must be submitted to the Engineer
319 for approval in accordance with the Specifications and Contract Documents.
320 Once a pay item is approved by the Engineer, it shall be considered
321 complete and successful.
322

323 (A) Hanger Rod Assemblies comprised of Undercut Anchors, All Thread
324 Rod, Steel Plate Washers, associated connecting hardware, shall be
325 measured by each complete and successful Hanger Rod Assembly
326 installed.

327 (B) Epoxy Grout shall be measured by each complete and successful
328 installation per Hanger Rod Assembly location.

329 (C) Corrosion Protection System shall be measured by each complete
330 and successful installation per Hanger Rod Assembly location.

331

332 **660.05 Payment.**

333

334 For each pay item listed below, all applicable inspection, proof load
335 testing, and/or material testing records must be submitted to the Engineer
336 for approval in accordance with the Specifications and Contract Documents.
337 Once a pay item is approved by the Engineer, it shall be considered
338 complete and successful and applicable for payment.

339

340 All payments will be for full compensation for all materials, labor,
341 equipment, applicable taxes, and incidentals necessary to manufacture,
342 fabricate, deliver, and install the specified items, all in accordance with the
343 Specifications and Contract Documents.

344

345 (A) Installation of Hanger Rod Assemblies comprised of Undercut
346 Anchors, All Thread Rod, Steel Plate Washers, associated connecting
347 hardware, shall be paid by each complete and successful Hanger Rod
348 Assembly installed.

349 (B) Procurement and Installation of Epoxy Grout shall be paid by each
350 complete and successful installation per Hanger Rod Assembly location.

351 (C) Procurement and Installation of Corrosion Protection System shall
352 be paid by each complete and successful installation per Hanger Rod
353 Assembly location.

354 (D) Field adjustments required by reasons other than Contractor error,
355 and as directed or approved by the Engineer, shall be paid by pay item
356 Miscellaneous Field Adjustment Work.

| 357 | Pay Item | Pay Unit |
|-----|---|-----------------|
| 358 | Install Hanger Rod Assemblies | EA |
| 359 | Procure and Install Epoxy Grout | EA |
| 360 | Procure and Install Corrosion Prevention System | EA |
| 361 | Miscellaneous Field Adjustment Work | F.A. |

362

END OF SECTION 660

1 Make the following section a part of the Standard Specifications:

2
3 **“SECTION 697 – PROJECT WEB PAGE**
4

5
6 **697.01 Description.** This section describes the development of the project web
7 page in accordance with the contract documents.

8
9 **697.02 Materials.** Not applicable.

10
11 **697.03 Construction.** The Department’s goal is to minimize inconvenience and
12 provide up to date information to highway users, businesses and neighborhoods
13 that abut, or are serviced by, the highways that comprise the project. It will be the
14 responsibility of the Contractor to provide the following services for the well-being
15 of the affected highway users, residents, and businesses.

16
17 The Contractor shall develop a project web page that contains the
18 information listed below:

19

| | Information | Update Frequency |
|----|--|----------------------------|
| 20 | | |
| 21 | | |
| 22 | (A) Project Work Scope/Description | Beginning of job |
| 23 | | |
| 24 | (B) Project Site Map with description | Beginning of job |
| 25 | of information needed | |
| 26 | | |
| 27 | (C) Contractor’s 24 hour 7 day a week | Beginning of job |
| 28 | Phone Number for Complaints | |
| 29 | | |
| 30 | (D) Project Schedule/Milestones | Beginning of job and when |
| 31 | | schedule is adjusted or |
| 32 | | updated. Schedule |
| 33 | | changes shall be submitted |
| 34 | | to the Engineer for review |
| 35 | | and acceptance prior to |
| 36 | | posting. |
| 37 | | |
| 38 | (E) Work Progress Narrative | Every 14 calendar days |
| 39 | | with Sketches |
| 40 | | |

41 Work progress narrative with sketches may be provided in PDF
42 format. Graphics images posted on the project web page shall not exceed
43 100k bytes per image and 300k bytes per page to facilitate public viewing.
44 Enlarged images such as maps and information provided in PDF format
45 may be linked to the project web page. Information on linked pages has no
46 size limits. Web technologies that require an extended waiting period for

47 loading like Flash shall not be used.
48 **(F) Scheduled Road/Lane Closures** 14 calendar days prior to
49 closure changes. 14
50 calendar days notice shall
51 be provided to the
52 Engineer for any road/lane
53 closures or changes to
54 road/lane closures
55

56 The Engineer may link this project web page to the Department
57 website. The Contractor shall include the web page address on a
58 construction advisory sign that will be visible to the public in a format and
59 location as directed by the Engineer.
60

61 The web page shall be established within 14 calendar days from
62 construction award date or 14 calendar days prior to any lane closures, road
63 closures, or traffic detours, whichever is earlier. The web page shall be
64 maintained by the contractor until all lane closures, road closures, or traffic
65 detours are completed.
66

67 **697.04 Measurement.** The Engineer will not measure project web page for
68 payment.
69

70 **697.05 Payment.** The Engineer will not pay for project web page separately
71 and will consider the cost for project web page as indicated in the contract prices
72 for various contract pay items. The cost is for the work prescribed in this section
73 and the contract documents.”
74

75
76
77
78

END OF SECTION 697

1 **SECTION 699 – MOBILIZATION**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend 699.03 Applicability** by revising from lines 21 to 24 to read as
6 follows:

7
8 **“699.03 Applicability.** Maximum bid allowed for this item is an amount not to
9 exceed 6 percent of the sum of all items excluding the bid price of this item.”

10
11 **(II) Amend 699.05 Payment** by revising from lines 44 to 47 to read as follows:

12
13 “Mobilization (Not to exceed 6 percent of the sum of all items
14 excluding the bid price of this item) Lump Sum”

15
16
17
18
19
20 **END OF SECTION 699**

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

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **Subsection 750.01(A)(1) Retroreflectorization** by replacing lines
6 8 through 31 to read:

7
8 **“(1) Retroreflectorization.** The following shall be retroreflectorized:

9
10 **(a)** Background for illuminated guide signs and exit number panels ("E"
11 designation) with ASTM D 4956 Type XI retroreflective sheeting.

12
13 **(b)** Background for non-illuminated guide signs and exit number panels
14 ("D" designation) with ASTM D 4956 Type XI retroreflective sheeting.

15
16 **(c)** Messages, arrows, and borders of guide signs and exit number
17 panels ("D" and "E" designations) with ASTM D 4956 Type XI retroreflective
18 sheeting.

19
20 **(d)** Regulatory and warning signs, directional signs ("DIR" designation),
21 route and auxiliary markers, shield symbols, yellow "EXIT ONLY" panels,
22 construction warning signs, and barricade rails, completely, with Type III,
23 IV, or IX retroreflective sheeting.

24
25 **(e)** Pedestrian, school, bicycle crossing series, completely with Type IX
26 fluorescent yellow green retroreflective sheeting.”

27
28
29 **(II)** Amend **Subsection 750.01(B) Backing** by replacing lines 72 through 73
30 to read:

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

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

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

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

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

46

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

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

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

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

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END OF SECTION 750

Requirements of Chapter 104, HRS Wages and Hours of Employees on Public Works Law

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/vsd> or contact any of the following DLIR offices:

Oahu (Wage Standards Division).....(808) 586-8777
Hawaii Island(808) 974-6464
Maui and Kauai(808) 243-5322

"General Decision Number: HI20240001 07/19/2024

Superseded General Decision Number: HI20230001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/05/2024 |
| 1 | 01/12/2024 |
| 2 | 01/19/2024 |
| 3 | 04/19/2024 |
| 4 | 05/17/2024 |
| 5 | 06/07/2024 |
| 6 | 07/19/2024 |

ASBE0132-001 09/03/2023

| | Rates | Fringes |
|---|----------|---------|
| Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls..... | \$ 44.80 | 27.50 |

BOIL0627-005 01/01/2021

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

BRHI0001-001 09/05/2023

| | Rates | Fringes |
|--|----------|---------|
| BRICKLAYER Bricklayers and Stonemasons.. | \$ 48.03 | 32.23 |
| Pointers, Caulkers and Weatherproofers..... | \$ 48.28 | 32.23 |

BRHI0001-002 09/05/2023

| | Rates | Fringes |
|---|----------|---------|
| Tile, Marble & Terrazzo Worker Terrazzo Base Grinders..... | \$ 44.69 | 33.00 |
| Terrazzo Floor Grinders and Tenders..... | \$ 43.14 | 33.00 |
| Tile, Marble and Terrazzo Workers..... | \$ 46.50 | 33.00 |

CARP0745-001 10/01/2021

| | Rates | Fringes |
|---|-------|---------|
| Carpenters: Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit | | |

| | | |
|--|----------|-------|
| and/or Layout Man..... | \$ 51.25 | 24.84 |
| Millwrights and Machine Erectors..... | \$ 51.50 | 24.84 |
| Power Saw Operators (2 h.p. and over)..... | \$ 51.40 | 24.84 |

 CARP0745-002 09/04/2023

| | Rates | Fringes |
|---|----------|---------|
| Drywall and Acoustical Workers and Lathers..... | \$ 53.00 | 27.74 |

 ELEC1186-001 08/22/2023

| | Rates | Fringes |
|------------------------------|----------|---------|
| Electricians: | | |
| Cable Splicers..... | \$ 61.64 | 31.91 |
| Electricians..... | \$ 54.55 | 31.70 |
| Telecommunication worker.... | \$ 38.00 | 14.84 |

 ELEC1186-002 08/22/2023

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction: | | |
| Cable Splicers..... | \$ 61.64 | 31.91 |
| Groundmen/Truck Drivers..... | \$ 40.91 | 26.03 |
| Heavy Equipment Operators... | \$ 49.10 | 29.37 |
| Linemen..... | \$ 54.55 | 31.70 |
| Telecommunication worker.... | \$ 38.00 | 14.84 |

 ELEV0126-001 01/01/2024

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 70.90 | 37.885+a+b |

a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

 ENGI0003-002 09/03/2018

| | Rates | Fringes |
|--|----------|---------|
| Diver (Aqua Lung) (Scuba)) | | |
| Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)... | \$ 66.00 | 31.26 |
| Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet).. | \$ 56.63 | 31.26 |
| Stand-by Diver (Aqua Lung) (Scuba)..... | \$ 47.25 | 31.26 |
| Diver (Other than Aqua Lung) | | |
| Diver (Other than Aqua Lung)..... | \$ 66.00 | 31.26 |
| Diver Tender (Other than Aqua Lung)..... | \$ 44.22 | 31.26 |
| Stand-by Diver (Other than | | |

| | | |
|-----------------------------|----------|-------|
| Aqua Lung)..... | \$ 47.25 | 31.26 |
| Helicopter Work | | |
| Airborne Hoist Operator | | |
| for Helicopter..... | \$ 45.80 | 31.26 |
| Co-Pilot of Helicopter..... | \$ 45.98 | 31.26 |
| Pilot of Helicopter..... | \$ 46.11 | 31.26 |
| Power equipment operator - | | |
| tunnel work | | |
| GROUP 1..... | \$ 42.24 | 31.26 |
| GROUP 2..... | \$ 42.35 | 31.26 |
| GROUP 3..... | \$ 42.52 | 31.26 |
| GROUP 4..... | \$ 42.79 | 31.26 |
| GROUP 5..... | \$ 43.10 | 31.26 |
| GROUP 6..... | \$ 43.75 | 31.26 |
| GROUP 7..... | \$ 44.07 | 31.26 |
| GROUP 8..... | \$ 44.18 | 31.26 |
| GROUP 9..... | \$ 44.29 | 31.26 |
| GROUP 9A..... | \$ 44.52 | 31.26 |
| GROUP 10..... | \$ 44.58 | 31.26 |
| GROUP 10A..... | \$ 44.73 | 31.26 |
| GROUP 11..... | \$ 44.88 | 31.26 |
| GROUP 12..... | \$ 45.24 | 31.26 |
| GROUP 12A..... | \$ 45.60 | 31.26 |
| Power equipment operators: | | |
| GROUP 1..... | \$ 41.94 | 31.26 |
| GROUP 2..... | \$ 42.05 | 31.26 |
| GROUP 3..... | \$ 42.22 | 31.26 |
| GROUP 4..... | \$ 42.49 | 31.26 |
| GROUP 5..... | \$ 42.80 | 31.26 |
| GROUP 6..... | \$ 43.45 | 31.26 |
| GROUP 7..... | \$ 43.77 | 31.26 |
| GROUP 8..... | \$ 43.88 | 31.26 |
| GROUP 9..... | \$ 43.99 | 31.26 |
| GROUP 9A..... | \$ 44.22 | 31.26 |
| GROUP 10..... | \$ 44.28 | 31.26 |
| GROUP 10A..... | \$ 44.43 | 31.26 |
| GROUP 11..... | \$ 44.58 | 31.26 |
| GROUP 12..... | \$ 44.94 | 31.26 |
| GROUP 12A..... | \$ 45.30 | 31.26 |
| GROUP 13..... | \$ 42.22 | 31.26 |
| GROUP 13A..... | \$ 42.49 | 31.26 |
| GROUP 13B..... | \$ 42.80 | 31.26 |
| GROUP 13C..... | \$ 43.45 | 31.26 |
| GROUP 13D..... | \$ 43.77 | 31.26 |
| GROUP 13E..... | \$ 43.88 | 31.26 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose ""A"" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A" Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "" struck"" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds ""struck""m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic

Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

| | |
|---|------|
| Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet | 0.50 |
| Booms and/or Leads of 130 feet up to but not including 180 feet | 0.75 |
| Booms and/or Leads of 180 feet up to and including 250 feet | 1.15 |
| Booms and/or Leads over 250 feet | 1.50 |

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

| | |
|--|------|
| Booms of 180 feet up to and including 250 feet | 1.25 |
| Booms over 250 feet | 1.75 |

ENGI0003-004 09/04/2017

Rates Fringes

| | | |
|--|----------|-------|
| Dredging: (Boat Operators) | | |
| Boat Deckhand..... | \$ 41.22 | 30.93 |
| Boat Operator..... | \$ 43.43 | 30.93 |
| Master Boat Operator..... | \$ 43.58 | 30.93 |
| Dredging: (Clamshell or Dipper Dredging) | | |
| GROUP 1..... | \$ 43.94 | 30.93 |
| GROUP 2..... | \$ 43.28 | 30.93 |
| GROUP 3..... | \$ 42.88 | 30.93 |
| GROUP 4..... | \$ 41.22 | 30.93 |
| Dredging: (Derricks) | | |
| GROUP 1..... | \$ 43.94 | 30.93 |
| GROUP 2..... | \$ 43.28 | 30.93 |
| GROUP 3..... | \$ 42.88 | 30.93 |
| GROUP 4..... | \$ 41.22 | 30.93 |
| Dredging: (Hydraulic Suction Dredges) | | |
| GROUP 1..... | \$ 43.58 | 30.93 |
| GROUP 2..... | \$ 43.43 | 30.93 |
| GROUP 3..... | \$ 43.28 | 30.93 |
| GROUP 4..... | \$ 43.22 | 30.93 |
| GROUP 5..... | \$ 37.88 | 26.76 |
| Group 5..... | \$ 42.88 | 30.93 |
| GROUP 6..... | \$ 37.77 | 26.76 |
| Group 6..... | \$ 42.77 | 30.93 |
| GROUP 7..... | \$ 36.22 | 26.76 |
| Group 7..... | \$ 41.22 | 30.93 |

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

- GROUP 1: Clamshell or Dipper Operator.
- GROUP 2: Mechanic or Welder; Watch Engineer.
- GROUP 3: Barge Mate; Deckmate.
- GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

- GROUP 1: Leverman.
- GROUP 2: Watch Engineer (steam or electric).
- GROUP 3: Mechanic or Welder.
- GROUP 4: Dozer Operator.
- GROUP 5: Deckmate.
- GROUP 6: Winchman (Stern Winch on Dredge)
- GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

- GROUP 1: Operators (Derricks, Piledrivers and Cranes).
- GROUP 2: Saurman Type Dragline (over 5 cubic yards).
- GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
- GROUP 4: Deckhand, Fireman, Oiler.

 ENGI0003-044 09/03/2018

Rates Fringes

| | | |
|------------------------------------|----------|-------|
| Power Equipment Operators (PAVING) | | |
| Asphalt Concrete Material | | |
| Transfer..... | \$ 42.92 | 32.08 |
| Asphalt Plant Operator..... | \$ 43.35 | 32.08 |
| Asphalt Raker..... | \$ 41.96 | 32.08 |

| | | |
|--|----------|-------|
| Asphalt Spreader Operator... | \$ 43.44 | 32.08 |
| Cold Planer..... | \$ 43.75 | 32.08 |
| Combination Loader/Backhoe (over 3/4 cu.yd.)..... | \$ 41.96 | 32.08 |
| Combination Loader/Backhoe (up to 3/4 cu.yd.)..... | \$ 40.98 | 32.08 |
| Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)..... | \$ 42.92 | 32.08 |
| Grader..... | \$ 43.75 | 32.08 |
| Laborer, Hand Roller..... | \$ 41.46 | 32.08 |
| Loader (2 1/2 cu. yds. and under)..... | \$ 42.92 | 32.08 |
| Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.)..... | \$ 43.24 | 32.08 |
| Roller Operator (five tons and under)..... | \$ 41.69 | 32.08 |
| Roller Operator (over five tons)..... | \$ 43.12 | 32.08 |
| Screed Person..... | \$ 42.92 | 32.08 |
| Soil Stabilizer..... | \$ 43.75 | 32.08 |

IRON0625-001 09/01/2023

| | Rates | Fringes |
|---|----------|---------|
| Ironworkers:..... | \$ 46.50 | 39.00 |
| a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala. | | |

LAB00368-001 09/05/2023

| | Rates | Fringes |
|---|----------|---------|
| Laborers: | | |
| Driller..... | \$ 41.65 | 25.01 |
| Final Clean Up..... | \$ 30.85 | 20.27 |
| Gunite/Shotcrete Operator and High Scaler..... | \$ 41.15 | 25.01 |
| Laborer I..... | \$ 40.65 | 25.01 |
| Laborer II..... | \$ 38.05 | 25.01 |
| Mason Tender/Hod Carrier.... | \$ 41.15 | 25.01 |
| Powderman..... | \$ 41.65 | 25.01 |
| Window Washer (bosun chair).\$ | 40.15 | 25.01 |

LABORERS CLASSIFICATIONS

Laborer I: Air Blasting run by electric or pneumatic compressor; Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter

(Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any

substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work); Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant

Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, stablishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unloading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially

designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Stripper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

 LAB00368-002 09/04/2023

| | Rates | Fringes |
|---------------------------------|----------|---------|
| Landscape & Irrigation Laborers | | |
| GROUP 1..... | \$ 27.85 | 16.45 |
| GROUP 2..... | \$ 28.85 | 16.45 |
| GROUP 3..... | \$ 22.55 | 16.45 |

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems.

Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons):.

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and ""gang"" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not ""take"" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of ""weed eaters"", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and ""gang"" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement

of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

LAB00368-003 09/05/2023

| | Rates | Fringes |
|---------------------|----------|---------|
| Underground Laborer | | |
| GROUP 1..... | \$ 41.25 | 24.96 |
| GROUP 2..... | \$ 42.75 | 24.96 |
| GROUP 3..... | \$ 43.25 | 24.96 |
| GROUP 4..... | \$ 44.25 | 24.96 |
| GROUP 5..... | \$ 44.50 | 24.96 |
| GROUP 6..... | \$ 44.60 | 24.96 |
| GROUP 7..... | \$ 44.85 | 24.96 |

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabetenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 01/01/2024

| | Rates | Fringes |
|-------------------------|----------|---------|
| Painters: | | |
| Brush..... | \$ 41.65 | 30.05 |
| Sandblaster; Spray..... | \$ 41.65 | 30.05 |

* PAIN1889-001 07/01/2024

| | Rates | Fringes |
|---------------|----------|---------|
| Glaziers..... | \$ 46.00 | 37.15 |

PAIN1926-001 03/05/2023

| | Rates | Fringes |
|------------------------|----------|---------|
| Soft Floor Layers..... | \$ 39.77 | 33.80 |

PAIN1944-001 01/07/2024

| | Rates | Fringes |
|------------|----------|---------|
| Taper..... | \$ 45.20 | 31.40 |

PLAS0630-001 09/04/2023

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 46.12 | 34.53 |

PLAS0630-002 09/04/2023

| | Rates | Fringes |
|------------------------------|----------|---------|
| Cement Masons: | | |
| Cement Masons..... | \$ 44.12 | 33.63 |
| Trowel Machine Operators.... | \$ 44.27 | 33.63 |

* PLUM0675-001 01/07/2024

| | Rates | Fringes |
|---|----------|---------|
| Plumber, Pipefitter, Steamfitter & Sprinkler Fitter... | \$ 52.83 | 31.02 |

ROOF0221-001 11/06/2022

| | Rates | Fringes |
|--|----------|---------|
| Roofers (Including Built Up, Composition and Single Ply)..... | \$ 43.15 | 21.21 |

SHEE0293-001 03/05/2023

| | Rates | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 47.37 | 31.71 |

* SUHI1997-002 09/15/1997

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

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to

which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

P R O P O S A L

6/02/98

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

PROJECT: LIKELIKE HIGHWAY, WILSON TUNNEL
STRUCTURAL REPAIRS,
DISTRICT OF HONOLULU AND KOOLAUPOKO,
ISLAND OF OAHU

PROJECT NO.: BR-063-1(028)

COMPLETION TIME: 310 Working Days from the
Start Work Date from the Department.

DBE PROJECT GOAL: 4.3%

DESIGN PROJECT MANAGER:

| | |
|------------------|--|
| NAME | Robert Loo |
| ADDRESS | 601 Kamokila Boulevard, Room 609, Kapolei, HI 96707 |
| PHONE NO. | (808) 692-8438 |
| EMAIL | robert.s.loo@hawaii.gov |

ELECTRONIC SUBMITTAL: Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Bidders shall refer to SPECIAL PROVISIONS 102.09 Delivery of Proposal for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e., an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.
4. It will not maintain for its employees any segregated facilities at any of its establishments.
5. Does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 1032D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Unless amended by Special Provision, agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: Hawaii Standard Specifications for Road and Bridge Construction, 2005, and/or the General Provisions for Construction Projects for AIR and WATER Transportation Facilities Division dated 2016, as applicable, the Notice to Bidders, Special Provisions, Proposal, Contract, Bond Forms, and Project Plans.

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

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ (Fill in other acceptable security.)

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

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder has listed the name of each person or firm who will be engaged by the Bidder on the project as Subcontractor or Joint Contractor and the nature of work to be done by each on the following page. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor. For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

The undersigned Bidder asserts that affirmative action has been taken to seek out and consider Disadvantaged Business Enterprises (DBEs) for portions of the work which can be subcontracted, and the affirmative actions of the Bidder are fully documented in its records and are available upon request by the Department. It is also understood that it must meet or exceed the DBE contract goal listed on page P-1 or demonstrate that it made good faith efforts to meet the DBE project goal. The undersigned as Bidder, agrees to utilize each participating DBE that it submitted to meet the contract goal of _____% (percentage to be completed by Bidder) DBE participation if the contract is awarded to it, and shall maintain such DBE participation during the construction of this project.

SUBCONTRACTOR LISTING
(Attach additional sheets if necessary.)

| | NAME OF FIRM | NATURE OF WORK |
|-----------------------|-------------------------|----------------|
| SUBCONTRACTOR: | | |
| 1. | _____ | _____ |
| | 1a ¹ . _____ | _____ |
| 2. | _____ | _____ |
| | 2a. _____ | _____ |
| 3. | _____ | _____ |
| | 3a. _____ | _____ |
| 4. | _____ | _____ |
| | 4a. _____ | _____ |
| 5. | _____ | _____ |
| | 5a. _____ | _____ |
| 6. | _____ | _____ |
| | 6a. _____ | _____ |
| 7. | _____ | _____ |
| | 7a. _____ | _____ |

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING
 (Attach additional sheets if necessary.)

| | NAME OF FIRM | NATURE OF WORK |
|--------------------------|-------------------------|----------------|
| JOINT CONTRACTOR: | | |
| 1. | _____ | _____ |
| | 1a ¹ . _____ | _____ |
| 2. | _____ | _____ |
| | 2a. _____ | _____ |
| 3. | _____ | _____ |
| | 3a. _____ | _____ |
| 4. | _____ | _____ |
| | 4a. _____ | _____ |
| 5. | _____ | _____ |
| | 5a. _____ | _____ |
| 6. | _____ | _____ |
| | 6a. _____ | _____ |
| 7. | _____ | _____ |
| | 7a. _____ | _____ |

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

¹ Second tier joint contractors

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

Bidder (Company Name)

Authorized Signature

Title

Business Address

Business Telephone

Email

Date

Contact Person (If different from above.)

Phone: _____ Email: _____

NOTE:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If Bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

PROPOSAL SCHEDULE

| ITEM NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-----------------|---|-------------------------|-------------|-------------------|----------------------|
| 209.0100 | Installation, Maintenance, Monitoring, and Removal of BMP | L.S. | L.S. | L.S. | \$ _____ |
| 209.0200 | Additional Water Pollution, Dust, and Erosion Control | F.A. | F.A. | F.A. | \$ <u>10,000.00</u> |
| 636.1000 | E-Construction License | F.A. | F.A. | F.A. | \$ <u>56,000.00</u> |
| 645.0100 | Traffic Control | L.S. | L.S. | L.S. | \$ _____ |
| 645.0200 | Additional Police Officers And/or Additional Control Device | F.A. | F.A. | F.A. | \$ <u>50,000.00</u> |
| 648.0100 | Field-Posted Drawings | L.S. | L.S. | L.S. | \$ _____ |
| 660.0100 | Install Hanger Rod Assemblies | 1,262 | EA. | \$ _____ | \$ _____ |
| 660.0200 | Procure and Install Epoxy Grout | 1,262 | EA. | \$ _____ | \$ _____ |
| 660.0300 | Procure and Install Corrosion Prevention System | 1,262 | EA. | \$ _____ | \$ _____ |
| 660.5000 | Miscellaneous Field Adjustment Work | F.A. | F.A. | F.A. | \$ <u>150,000.00</u> |
| 696.0100 | Maintenance of Trailers | F.A. | F.A. | F.A. | \$ <u>50,000.00</u> |
| 699.1000 | Mobilization (Not to Exceed 6 Percent of the Sum of All Items Excluding the Bid Price of this Item) | L.S. | L.S. | L.S. | \$ _____ |

PROPOSAL SCHEDULE

| ITEM NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|------|------------------|------|------------|--------|
|----------|------|------------------|------|------------|--------|

Sum of All Items \$ _____

NOTES:

1. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
2. Bids shall include all Federal, State, County, and other applicable taxes and fees.
3. The SUM OF ALL ITEMS will be used to determine the lowest responsible bidder.
4. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
5. **Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HlePRO.**

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HlePRO solicitation, the specifications shall govern and control, unless otherwise specified.

1 **PROPOSAL SCHEDULE**

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

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

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

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

18

SURETY BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS:

That we, _____
(Full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

(Name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

(Required amount of bid security)

Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for _____

(Project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____

(Seal) _____
Name of Principal (Offeror)

Signature

Title

(Seal) _____
Name of Surety

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SAMPLE FORMS

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Disclosure of Lobbying Activities (Standard Form - LLL and LLL-A)

Statement of Compliance (Form WH-348)

Chapter 104, HRS Compliance Certificate

C O N T R A C T

THIS AGREEMENT, made this day _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE_OF_INCORPORATON», whose business/post office address is «ADDRESS» hereinafter 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

“«PROJECT_NAME_AND_NO»”,

or such a part thereof as shall be required by the STATE, the total amount of which labor, materials 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 «BASIC»----- DOLLARS

(\$«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC_NUMERIC»

which shall be provided from the following funds:

Federal Funds.....
State Funds.....
TOTAL AMOUNT.....

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT NO ONLY», and any supplements thereto, 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, undertakings 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 «BASIC»-----DOLLARS (\$«BASIC NUMERIC») 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.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA NUMERIC») is hereby provided for extra work and shall be provided from the following funds:

Federal Funds.....
State Funds.....
Total.....

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sum of ----«FEDERAL_BASIC»----DOLLARS (\$«FEDERAL_BASIC_NUMERIC») and ----«FEDERAL_EXTRAS»----DOLLARS (\$«FEDERAL_EXTRAS_NUMERIC»), a portion of the contract price and extras, respectively, 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.

All words used herein in the singular shall extend to and include the plural. All words used in the plural 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

Director of Transportation

«CONTRACTOR»

Signature

Print name

Print Title

Date

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

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

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

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

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

(State/County entity)

its successors and assigns, as Oblige, hereinafter called Oblige, in the amount

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

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

- Legal Tender;**

- Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____;

- Certificate of Deposit, No.** _____, dated _____
issued _____ by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Cashier's Check No.** _____, dated _____
drawn _____ on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Teller's Check No.** _____, dated _____
drawn _____ on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Treasurer's Check No.** _____, dated _____
drawn _____ on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

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

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

WHEREAS:

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

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

NOW THEREFORE,

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

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

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

Signed and sealed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

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

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

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

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

- Legal Tender;**

- Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____

- Certificate of Deposit, No.** _____, dated _____
issued by _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Cashier's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Teller's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Treasurer's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

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

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

WHEREAS:

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

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

NOW THEREFORE,

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

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

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

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

Signed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by
 0348-0046

| | | |
|--|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> : | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, <i>if known</i> : |
| 6. Federal Department/Agency: | 7. Federal Program Name/Destination: CFDA Number, <i>if applicable</i> : | |
| 8. Federal Action Number, <i>if known</i> : | 9. Award Amount, <i>if known</i> : \$ | |
| 10. a. Name and address of Lobbying Entity (if individual, last name, first name, MI): | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): |
| (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| 11. Amount of Payment (<i>check all that apply</i>): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | 13. Type of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | |
| 12. Form of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees(s) or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form - LLL |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal Agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) or Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by
0348-0046

Reporting Entity: _____ Page _____ of _____

STATEMENT OF COMPLIANCE

Date _____

I, _____ do hereby state:

(Name of signatory party) (Title)
(1) That I pay or supervise the payment of the persons employed by _____ on
(Contractor or subcontractor)
the _____; that during the payroll period commencing on the _____ day of _____,
(Building or work)
_____ and ending the _____ day of _____, all persons employed on said project have been paid the
full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
_____ from the full weekly wages earned by any person and that no deductions have
(Contractor or subcontractor)
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63
Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 2760), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborers or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-
Referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to
appropriate program for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an
amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe
benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
| | |
| | |
| | |
| REMARK | |

| | |
|---|-----------|
| NAME AND TITLE | SIGNATURE |
| THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE. | |

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:

A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and

B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.

2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this _____ day of _____, 20__.

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____
Notary signature _____
Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

Notary signature _____
Date _____