STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

HONOLULU, HAWAII

SPECIAL PROVISIONS PROPOSAL, CONTRACT, BOND AND PLANS

FOR

GRATED DROP INLET AND PAVEMENT REPAIR
HIGH STREET AND MAIN STREET

PROJECT NO. HWY-ME-24-03

DISTRICT OF WAILUKU

ISLAND OF MAUI

FY 2024

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"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.



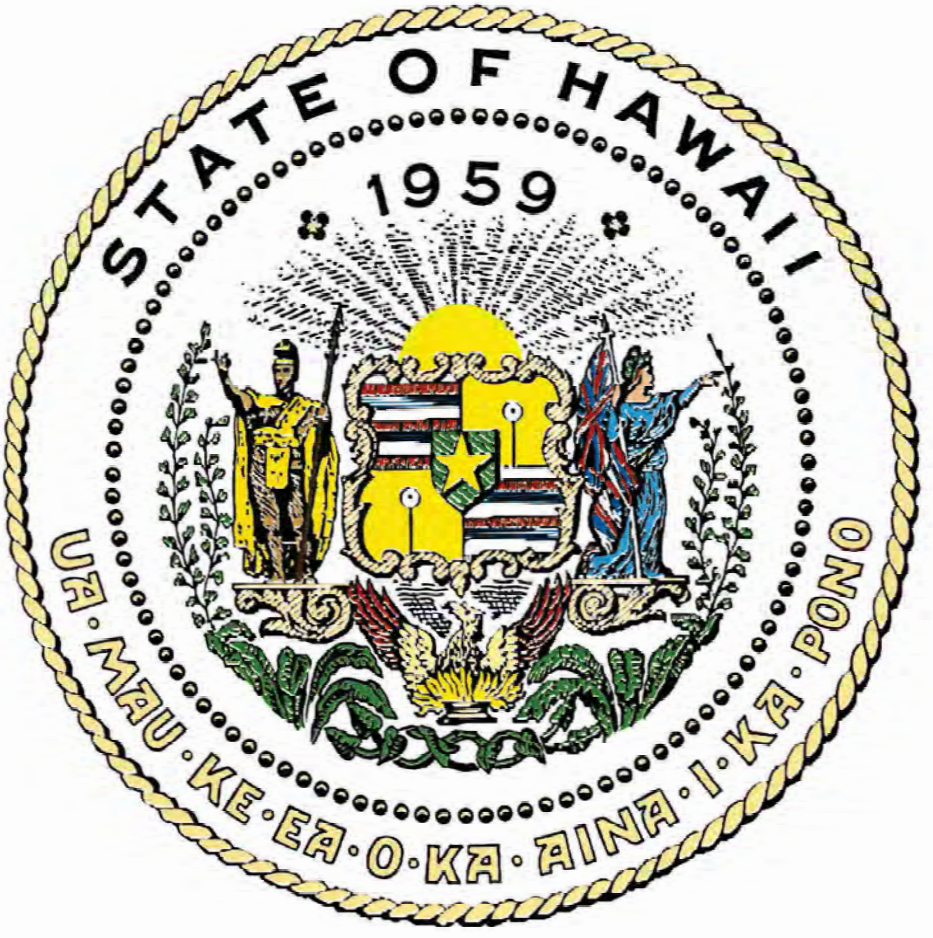
PROJECT LABOR AGREEMENT

For the State of Hawaii

(Administrative Directive No. 24-01)

The Contractor awarded the project shall be required to submit to the Department of Transportation Project Manager, a complete, fully executed Agreement-To-Be-Bound – Attachment A, within fourteen (14) calendar days of project award, or as soon thereafter as is practicable as determined by the Department. The Contractor shall also obtain Letters of Assent (Letters) from each Subcontractor, regardless of tier, who may be employed on the project and submit copies of such Letters to the Department of Transportation Project Manager within 14 calendar days of project award, or as soon thereafter as is practicable as determined by the Department. The required Contractor's Agreement-To-Be-Bound – Attachment A and Subcontractors' Letter of Assent document are in the Project Labor Agreement, included in the solicitation.

Failure to timely submit any required Agreement-To-Be-Bound – Attachment A or any required Letter of Assent shall be cause for the State, in its sole discretion, to rescind the subject award and to award the project to the responsive and responsible bidder with the next lowest bid price for solicitations made under HRS § 103D-302.



PROJECT LABOR AGREEMENT

For the State of Hawaii

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PROJECT LABOR AGREEMENT

This agreement is entered into by and between the State of Hawaii ("State"), the Hawaii Construction Alliance and its affiliated labor unions, and the Unions that become signatory to this Agreement for any construction project covered by this Agreement (hereinafter referred to as the "Union" or "Unions" individually or collectively, as the context may require).

ARTICLE I – Purpose and Findings

Public works projects involve numerous contractors and employees in different trades, have critical timelines for completion, and require skilled and properly trained workers to successfully complete the work in a safe and timely manner. To avoid delays and additional expense to the State of Hawaii, it is essential that the most critical public works projects proceed without labor disruptions, whether due to external labor relations factors or the frictions that can arise when a large number of contractors and their employees and subcontractors work in proximity to one another on a job site.

As the State grows in size and connects more communities via infrastructure development, the State has an overriding interest in maintaining the continuity of efficient construction work by using skilled and trained labor. In a complex environment such as the State of Hawaii, it is essential to avoid delay in completing critical public works projects so that public funds are utilized prudently and residents and visitors are not adversely impacted by interruption in public services or delay in the use of facilities that are important to the essential operations or infrastructure of the State.

A Project Labor Agreement ("PLA"), is a construction industry collective bargaining agreement applied to a particular public works project or set of projects. PLAs have been used for many years to achieve high-quality construction performance and the economic benefits that result from having a guaranteed source of skilled workers and avoiding work disruptions.

In the private sector, PLAs have been and are being used successfully on a variety of projects, such as the United States Navy's privatized military housing stabilization agreement, and other large and small private developments, including the retrofitting and remodeling of existing buildings and facilities. On public works projects, PLAs have been and are being used successfully by governmental entities, including the Honolulu Authority for Rapid Transportation.

PLAs on public works projects are open to both union and non-union contractors. A public agency awarding a project covered by a PLA may select any qualified bidder for the award, without regard to whether it is otherwise a signatory to a union collective bargaining agreement.

PLAs are effective mechanisms for controlling construction costs, ensuring efficient completion of projects, and establishing fair wages and benefits for all workers.

PLAs also help ensure worker health and safety protections while providing a unique opportunity for workforce development

PLAs on public works projects also promote government efficiency, thus lowering costs, in a number of ways. They prevent labor strikes or slowdowns during the life of the agreement; set work rules, schedules and conditions; build jobsite harmony by placing all contractors and workers on a level playing field; and provide for arbitration procedures to resolve grievances and jurisdictional disputes. They also increase public confidence in government procurement and improve transparency in the competitive bidding process.

The construction crafts needed on public works projects require a supply of new apprentices to perpetuate those crafts into the future. It is essential to train a local pool of skilled labor in the construction sector who will be able to competently and safely construct future public works projects. Through their apprenticeships, local construction unions provide genuine opportunities for long-term, well-paid careers in the construction industry. Entry into and employment through these apprenticeships can be facilitated by a formal understanding between the State and the local construction unions who fund and operate such apprenticeships.

In addition, veterans may be seeking employment on public works projects and training opportunities for entrance into the construction industry. Such training opportunities are available through programs such as "Helmets to Hardhats."

PLAs have proven to be a valuable mechanism across the United States in addressing many of these issues and have been a major factor in producing high quality construction work and projects that are completed on time, within budget, and without labor strife or disruptions. This PLA is intended to promote labor harmony, prevent labor disputes and slowdowns, achieve and promote efficient, high-quality construction that meets strict construction deadlines, improve State services, and ensure a steady local supply of skilled and trained labor on proprietary construction projects.

ARTICLE II – Definitions

As used in this Agreement:

"Agreement To Be Bound" means the acceptance agreement signed by each Contractor, agreeing to be bound by the terms of this PLA, in the form attached hereto as Attachment "A."

"Project Labor Agreement" or "PLA" means this multi-craft collective bargaining agreement between the State, the Hawaii Construction Alliance and its affiliated labor unions, and the Unions signatory to this Agreement, which shall be approved for use on Covered Projects by the Chief Procurement Officers of the State.

"Contractor" means any individual, firm, partnership, corporation, or other business entity (including but not limited to a general contractor, project manager,

construction manager, or primary employer, or combination thereof), including joint ventures, and any successors and assigns of the foregoing, that has entered into a contract to perform, assign, award, or subcontract any part of the construction work on a Covered Project, and all contractors and subcontractors of any tier.

"Covered Work" means on site construction work covered by each respective Master Agreements of the Unions signatory to this Agreement for a Covered Project., including facilities dedicated exclusively to supplying products to Covered Projects.

"Covered Project" means all large-scale public works projects in excess of one million five hundred thousand dollars ($1,500,000) for the building, erection, installation, or assembly of a structure, building, or facility, or infrastructure, including any such projects receiving funding from a bond issuance of the State, and any other public works project where the State has determined that delay in completing the project may lead to interruption or delay of services or use of facilities that are important to the essential operations or infrastructure of the State; provided, however, that the term does not include the routine operation or maintenance of a structure, building, or facility, or of new infrastructure.

"Maintenance" means the upkeep of a structure, building, or facility, or of infrastructure, to preserve the original functional and operational state of the structure, building, facility, or infrastructure, and includes any task that has been traditionally and historically performed by public workers in or upon structures, buildings, facilities, and infrastructure.

"Master Agreement" means the master collective bargaining agreement of each Union signatory to the Project Labor Agreement.

"Operation" means activities related to the normal performance of the functions for which a structure, building, facility, or infrastructure is intended to be used.

"Union" or "Unions" includes the Hawaii Construction Alliance ("HCA"), and their affiliated labor organizations, and the Unions signatory to this Agreement, acting on their own behalf and on behalf of their own respective affiliates and member organizations whose names are subscribed to the Project Labor Agreement. The parties to the Project Labor Agreement may mutually agree, in writing, to amend or modify the list of affiliated labor organizations in the event there is a change in affiliation. Nothing in this article is intended to imply that the state has the authority to approve which local unions may affiliate with the HCA.

"Work Disruption" means any strike, lockout, sympathy strike, slowdown, work stoppage, boycotting, picketing or similar activity that interferes with work on a Covered Project.

ARTICLE III – Scope of Agreement

The State shall require all Contractors to agree to be bound by this PLA by executing an Agreement To Be Bound as a condition of any future request for proposal issued on or after the effective date of this PLA for a Covered Project. The Unions agree that this PLA will be available to, and will fully apply to, any successful bidder for the project work for a Covered Project, without regard to whether the successful bidder performs work at other sites as either a union or non-union Contractor, and without regard to whether employees of such bidder are or are not members of any union.

It is understood that this PLA constitutes a stand-alone agreement, and by virtue of executing an Agreement To Be Bound, Contractor will not be obligated to sign any other collective bargaining agreement as a condition of performing work within the scope of this PLA.

All Contractors on all Covered Projects must execute an Agreement to be Bound by this PLA as a precondition of performing, assigning, awarding, or subcontracting work on the Covered Project.

It is understood that each party to this PLA acts independently of the other, and this PLA does not give rise to any joint and several liability between or amongst the parties. The Unions agree that this PLA does not have the effect of creating any joint employment status between and among the State and any Contractor.

ARTICLE IV – Appointment of Administrator

It is understood that the parties hereto support the active and effective administration and enforcement of the terms of this PLA by all signatory parties to ensure that the benefits envisioned from it flow to all intended parties. In furtherance thereof, the Joint Administrative Committee (as such term is defined in Article XVIII hereof) shall appoint the Director or Deputy Director of the Department of Labor and Industrial Relations, or its Interim Director if appropriate, as the administrator (the "Administrator"), to oversee the parties' compliance with this PLA and, subject to the provisions of Article XVIII hereof pertaining to the authority of the Joint Administrative Committee, to interpret, monitor and enforce the terms and conditions of this PLA. For such purposes, the Administrator shall be considered a party in interest in all matters related to this PLA, except the resolution of grievances and jurisdictional disputes.

ARTICLE V – Union Recognition

The Contractor recognizes the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on Covered Projects.

There shall be no discrimination against any Employee or applicant for employment because of his or her membership or non-membership in the Union or based upon race, creed, color, sex, age or national origin of such employee or applicant,

or any other factor prohibited by state or federal law.

The Contractor agrees to deduct dues and fees in the amount designated by a particular Union, subject to applicable law, provided that the Employee has executed a written assignment calling for such a deduction, which is provided to the Contractor, and provided further that the form of the written assignment is that form that is used for all operations by the particular Union for its members in the State of Hawaii. The Contractor will remit to the Union the dues and fees deducted in the manner set forth in the applicable Master Agreement. All Employees of Contractor who are not member of any Union shall pay dues and uniform assessments in accordance with the requirements of the applicable Union and applicable law. Such dues and assessments shall be limited to fees necessary for the performance for the Union's representation duties. Any employee failing to meet the above condition of employment shall upon written notice by the Union be discharged by the Contractor within five (5) working days, if permitted by existing law.

This PLA shall not unlawfully deprive, nor shall it be construed to unlawfully deprive, any non-union or union employee of his or her rights under federal and state laws.

Each Union shall have the right to designate a working craft employee as steward for each Contractor employing such craft on the Covered Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be a non-working steward. Stewards shall be permitted a reasonable amount of time during work hours to perform applicable Union duties related to the work being performed by the craft employees of his or her Contractor and not to the work being performed by the other Contractors or their employees.

Authorized representatives of the Union shall have access to the Project, provided that such representatives fully comply with the posted visitor, security, and safety rules and the environmental compliance requirements of the Project, provided they do not unnecessarily interfere with the employees or cause them to neglect their work. The Contractor recognizes the right of access set forth in this Section and such access will not unreasonably be withheld from an authorized representative of the Union.

To the extent this PLA addresses a subject, it represents the complete agreement of the parties on that subject. To the extent the PLA does not address a subject, the terms and conditions of the respective Master Agreement for the appropriate craft shall apply to that subject.

ARTICLE VI – Management Rights of Contractors

Contractors retain full and exclusive authority for the management of their respective operations except as specifically set forth in this PLA. The Contractors shall have the right to direct its work forces at their sole discretion, including, but not limited to, hiring, promotion, determining competency to perform work, transfer, lay-off, discipline or discharge for just cause; the selection of foreman and general foreman; the

assignment and scheduling of work; the requirement of overtime work; the determination of when work will be done; and the number and identity of employees engaged to perform such work.

The Contractor may, in its sole discretion, utilize the most effective method or techniques of construction, tools, or other labor-saving devices. Except as otherwise expressly stated in this PLA, there shall be no limitation or restriction upon the Contractor's choice of materials or design, nor upon the full use and installation and utilization of equipment, machinery, tools, or other labor- saving devices. If there is any disagreement between the Contractor and a Union concerning the manner or implementation of such device or methods of work, the implementation shall proceed as directed by the Contractor and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VIII of this PLA.

ARTICLE VII -- Hiring Procedures

Unless otherwise required by this PLA, Contractors shall utilize the job referral system of the appropriate signatory Union to acquire employees to work on the Project. The job referral system will be operated in a non-discriminatory manner and in full compliance with federal, State, and local laws and regulations which require equal employment opportunities and non- discrimination.

A probationary period of ten (10) working days shall be established for all new employees; during such time period such named employees may be summarily discharged and such discharge is not subject to the grievance and arbitration process. Notwithstanding the above, the Contractor may reject any referral for any lawful nondiscriminatory reason provided it complies with this Article. All disputes involving the discipline and/or discharge of an employee working on a Covered Project shall be resolved through the grievance and arbitration provisions. The Contractors shall have the right to reject any applicant referred by a Union, in accordance with the applicable Master Agreement.

In the event a Union is unable to fill a request for qualified employees within forty-eight (48) hours after such request is made by a Contractor (Saturdays, Sundays and Holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicant hired from the other sources and shall refer the applicant to the Union for dispatch to the Project within twenty-four (24) hours after hiring.

Except as required by law, the Unions shall not knowingly refer an employee currently employed by any Contractor working under this PLA to any other Contractor. This provision shall not be applicable in any case in which the Covered Employee has given notice to the Contractor- Employer of his or her intent to quit.

The selection of craft foremen and/or general foreman and the number of such foremen and/or general foreman required shall be entirely the responsibility of the Contractor, and Craft foremen shall be designated working foremen at the request of the Contractor and once so designated shall be allowed to perform work on the Project in

their respective crafts.

The parties recognize the State's interest in providing opportunities to participate on the Project to emerging Contractors, as well as other enterprises which may not have previously had a relationship with the Unions signatory to this PLA. To ensure that Contractors will have an opportunity to employ their "core" employees on this Project, all "core" employees must register with the appropriate Union prior to employment. The parties agree that such Contractor may request by name, and the Union will honor, referral of such persons who have registered with the appropriate Union for Project work and who demonstrate the following qualifications:

(a) possess any license required by State or federal law for the Project work to be performed;

(b) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;

(c) were on the Contractor's active payroll for at least sixty (60) out of one hundred eighty (180) calendar days prior to the contract award; and

(d) have the ability to perform safely the basic functions of the applicable trade.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired seven (7) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s), if available. For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, covered Employees shall be reduced in the same ratio of "core" covered Employees to hiring hall referrals as was applied in the initial hiring.

It is understood that Contractors that do not follow this process shall be subject to the Grievance Procedure of the PLA.

ARTICLE VIII – Work Stoppages

During the term of this PLA, there shall be no strikes, picketing, work stoppages, slow- downs, or other work disruption for any reason by the Union, its applicable Local Union or by an Employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union, or Employee to cross any picket line established at the Project site is a violation of this Article.

In the case of nonpayment of wages or benefits on a Covered Project, the Union shall give the State and the Contractor three (3) business days' notice should the Union intend to withhold labor from the Contractor's workforce, during which time the

Contractor or its upper tier contractor or the State may take action to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay wages or benefits shall not be considered a violation of this Article.

If the State or any Contractor contends that any Union signatory to this Agreement has violated this Article, it will so notify in writing the senior executive of th Union, setting forth the facts alleged to violate this Article. The HCA or the Union in violation of this Article and signatory to this Agreement will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

ARTICLE IX – Grievance Procedure

This PLA is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Covered Project for the purpose of completing the construction of the project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

It is understood that the Contractors, the Unions, and the Contractors' Employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the project and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Any question or dispute arising out of and during the term of this PLA (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any Contractor's Employee feels he or she is aggrieved by a violation of this PLA, he or she, through his or her local union business representative or job steward, shall, within ten (10) working days after becoming aware of the dispute, but in no event more than thirty
(30) business days after the Employee reasonably should have become aware of the event giving rise to the dispute, give notice to the work-site representative of the involved Contractor, stating the provision(s) alleged to have been violated. The business representative of the local Union or the job steward and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information

concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the PLA alleged to have been violated.

(b) Should the Local Union(s) or the Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Union Representative, and other representatives as needed, and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to the appropriate Arbitrator from the list of the permanent panel of Arbitrators, as described herein. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally be the Contractor and the involved Local Union(s).

The Contractors and the Unions agree to the following permanent panel of five (5) arbitrators from which an Arbitrator shall be selected to hear and decide disputes arising under this Article. The members of the panel are:

Eden Hifo
Louis Chang
Lori Aquino
Ron Brown
James Duffy

In the event any panel member is no longer available to serve under this PLA, the State and the Unions collectively shall agree on a substitute panel member within thirty (30) calendar days of notification by the panel member of the member's unavailability to serve. If the parties cannot reach an agreement within the specified time, the remaining panel members shall establish a list of five (5) individuals from which the State and the Unions collectively shall select the substitute panel member by striking an individual from the list in an alternating and equal number of strikes. The remaining individual shall thereafter serve as the new panel member in substitution for the member who is no longer available to serve.

Selection of the Arbitrator from the panel shall be by mutual agreement of the Contractor and the Union(s) involved in the dispute. If an Arbitrator cannot mutually be agreed to by the parties, each party shall have an alternating and equal amount of strikes

from the panel of five (5) and the remaining panel member shall serve in the dispute. The Contractor or Union(s) invoking this procedure shall notify the Arbitrator selected. In the event that the selected Arbitrator is unavailable, the Contractor and Union(s) shall mutually agree upon another Arbitrator.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

The Project Contractor shall be notified of all actions at Steps 2 and 3.

The time limits in this Article may be extended by mutual written agreement of the parties to the grievance.

Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit trust funds to collect delinquent wages or Trust Fund contributions from Contractors on the Project.

ARTICLE X – Pre-Job Conferences

The Contractor shall conduct a pre-job conference with the designated representatives for the HCA, and the Unions signatory to this agreement within thirty (30) days after the execution of the Contractor's contract with the State. The Contractor shall provide such representatives with a list of subcontractors seven (7) days prior to the pre-job conference.

ARTICLE XI – Jurisdictional Disputes

The Contractor performing the work shall be responsible for the assignment of work within the scope of work they will perform.

Should a jurisdictional dispute arise, including based on the assignment of work by the Contractor performing the work, there shall first be an attempt to resolve the dispute at the Project level by the Contractor and the Unions involved in the dispute by no later than seven (7) calendar days from the date a written notice of the dispute was received by the Contractor. If the dispute is not resolved within seven (7) calendar days, it shall be settled and adjudicated according to the following process. The decision rendered in the Plan proceeding described below or arbitration shall be final, binding and conclusive on the Contractor and Unions parties to the Plan proceeding or arbitration. A decision in any Plan proceeding or arbitration proceeding shall not create or be perceived to create a

precedent for future disputes. It is understood that the Joint Administrative Committee has no authority to rule on any issue involved in the jurisdictional dispute. Each signatory union to this PLA agrees to make a good faith effort to avoid jurisdictional disputes.

Jurisdictional disputes between Unions signatory to this Agreement who are members of the Hawaii Building and Construction Trades Council ("HBCTC") may be settled and adjudicated according to the current Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") established by the North America's Building Trades Unions ("NABTU") or any other dispute resolution plan or procedure that may be adopted in the future by the HBCTC if all such unions agree. If there is no mutual agreement, then the dispute shall be resolved as set forth below.

Unions that are not members of the HBCTC, or HBCTC members who are also members of the Hawaii Construction Alliance ("HCA") and decide not to use the procedure set forth in the immediately preceding paragraph or jurisdictional disputes between a member of HBCTC and a member of HCA shall utilize the following procedure. An arbitrator, based upon a review of Hawaii local industry standards and applying the other factors utilized by the National Labor Relations Board to resolve jurisdictional disputes, such as NLRB certification, collective bargaining agreements with the contractor, relative skills and training, past practice of employer, performance of employees, employer performance, and economy and efficiency of operations, shall determine the jurisdictional dispute.

(a) Either party may request, in writing, that the dispute be submitted to arbitration, before a single arbitrator, in accordance with the Arbitration Rules, Procedures and Protocols of Dispute Prevention & Resolution, Inc. ("DPR"), or its successors, then in effect, a current copy of which is attached hereto as Exhibit A, and the provisions of the Federal Arbitration Act, as amended (collectively, the "Required Arbitration Procedures").

(b) The arbitrator shall be selected in accordance with the Required Arbitration Procedures.

(c) The arbitration on the dispute shall be held at a mutually acceptable location in Honolulu, Hawaii. The decision of the arbitrator rendered in any such arbitration shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof. The cost of the arbitration service and the fees of the arbitrator shall be shared equally and paid by the parties to the arbitration. Each party to the arbitration shall bear its own attorneys' fees and costs in the defense or prosecution thereof. Such arbitration award or decision shall not constitute a precedent for any future dispute.

All jurisdictional disputes between Unions signatory to this Agreement shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved by agreement, Plan proceeding or arbitration award covering all employees who are involved. The Arbitrator is not authorized to award back pay or any other damages for a misassignment of work, except that a party may seek back pay or damages for the period of non-compliance with an Arbitrator's decision from any party that fails to comply with such decision within seven (7) business days of the issuance of the Arbitrator's decision.

ARTICLE XII – General Work Rules: Obligations of Contractor and Unions

Slowdowns, standby crews, and featherbedding practices will not be tolerated.

It is understood that the Project Contractor may establish reasonable project rules that will be uniformly applied and adhered to by all Contractors, the Unions, and all employees. These rules will be provided to all Contractors for the Contractor's pre-job conference and made available in writing to their Covered Employees. These rules shall be provided to the Unions.

Security procedures for the control of tools, equipment, and materials are the responsibility of the Contractor. Covered Employees having in their possession without authorization any property of the Contractor or of another employee shall be subject to immediate discharge by the Contractor. The Contractor will be responsible for the establishment of reasonable security measures for the protection of personal, company, and Contractor property.

There shall be no restrictions on the use of any tools by any qualified employee in any emergency situation endangering life, limb, or property; or on the use of any tools or equipment for the performance of work within the Union's jurisdiction, provided the employee can safely use the tools and/or the equipment involved.

The selection of a craft foreman and general foreman and the number of same required shall be entirely the right and responsibility of the Contractor.

The Contractor has the sole and exclusive right to assign specific Covered Employees and/or crews to perform overtime work when such overtime work is necessary to accomplish the job. The overtime work shall be assigned to Covered Employees and/or crew(s), to the extent needed, who performed the work involved during the regular work day or work shift.

The Contractor shall provide a convenient and sanitary supply of drinking water and sanitary drinking cups.

The Contractor shall provide adequate sanitary toilet facilities, water, and clean up facilities to Covered Employees.

The Contractor shall provide a safe and secure place for storage of tools.

All required safety equipment will be provided by the Contractor.

ARTICLE XIII – Safety, Environmental and Health

It shall be the responsibility of the Contractor to ensure safe working conditions and employee compliance with any safety rules herein or established by the Contractor.

Covered Employees shall be bound by the safety, security and site access rules established by the Contractor for the Project. These rules will be published and given to each employee as part of their new-hire orientation, as well as posted throughout the Project.

The Contractor shall conduct safety meetings at least once a week for all Covered Employees. Such mandatory meetings will be conducted on paid time. Attendance at such meetings is mandatory and employees who do not attend may be subject to disciplinary action.

Covered Employees shall use, maintain, and care for personal protective equipment and other health and safety equipment issued or assigned them. Proper use of the equipment is mandatory, and failure to do so may result in disciplinary action up to and including discharge.

To further the health, safety and security of the workplace, the Contractor and Unions agree to implement the policy covering drugs and other controlled substances pursuant to Article XII.

ARTICLE XIV – Substance Abuse Policy and Drug and Alcohol Testing Procedure

The parties to this PLA acknowledge the prohibition of the use, sale, transfer, purchase, and/or possession of a controlled substance, alcohol, and/or firearms while on Project premises. Additionally, all parties to this PLA agree to a "drug free" workplace policy, which prohibits those working on this Project from having a level of alcohol which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system. No employee shall be permitted to work on the Project under the influence of intoxicants or drugs and shall be removed from the Project if found under the influence of intoxicants or drugs.

To that end, the parties agree that all employees performing work under this PLA shall be obligated and bound to their employer's drug and alcohol prevention policies and programs, whether those policies and procedures are contained in separate collective bargaining agreement between the Union and Contractor or policies and procedures of a contractor that has no separate collective bargaining agreement with the union. If a Contractor with no separate collective bargaining agreement with a union has drug and alcohol prevention policies and procedures, those policies and procedures shall be just as

effective in preventing drug and alcohol abuse as the policies and procedures contained in the corresponding collective bargaining agreement with the union, and shall have no lower testing standards than contained in that agreement. The Contractor shall provide a copy of those policies and procedures to the Union upon request. If a Contractor with no separate collective bargaining agreement with a union has no drug and alcohol prevention policies and procedures, those policies and procedures contained in the corresponding collective bargaining agreement with the union shall apply.

ARTICLE XV – Apprenticeship Program

All apprentices must be indentured in a State-approved apprenticeship program.

Contractors shall employ apprentices in their respective craft to perform work customarily performed by the craft in which they are apprenticed and within their capabilities.

To promote training and employment opportunities for military veterans who are interested in careers in the building and construction trades, the Contractor-Employer and Unions agree, when appropriate, to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment in the Center's "Helmets for Hardhats" program to serve as a resource for assessment for construction aptitude of the military veterans and for possible referral to apprenticeship programs.

Consistent with any restriction contained in applicable federal and state law and regulations, including those governing equal employment opportunity, prevailing wage and apprenticeship requirements and limitations, the Contractor may employ registered apprentices.

Apprentice pay scales and ratios shall be governed by the appropriate Union's joint apprenticeship program.

ARTICLE XVI – Wages, Hours, Etc.

The wages, hours, shift schedules, holidays, and other terms and conditions of employment will be governed by the master agreement of the applicable craft.

ARTICLE XVII – Subcontracting: Obligations of Contractors

Contractor agrees that it will not subcontract any Covered Work to be performed on a Covered Project, except to an individual firm, partnership, corporation, or any combination thereof or joint venture that signs an Agreement To Be Bound and thereby agrees to become a Contractor subject to this PLA.

ARTICLE XVIII – Joint Administrative Committee

The parties to this PLA shall establish a four (4) person Joint Administrative Committee (JAC). This JAC shall be comprised of a management party made up of two

(2) representatives selected by the State, including one Contractor who has signed the Agreement To Be Bound during the term of this PLA; and a labor party made up of two (2) representatives from the Unions signatory to this Agreement of which one representative shall be a member in good standing, officer or administrator of the Hawaii Construction Alliance. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this PLA.

The JAC shall not be involved in or rule upon any individual grievances or on any issue involved in a jurisdictional dispute. Outside of the context of an individual grievance or a jurisdictional dispute, the JAC will resolve any interpretations or clarifications of this PLA that may be required by the Unions and/or the Contractor by majority vote with such resolutions to be binding on all signatories of this PLA as provided herein. Any question regarding the meaning, interpretation, or application of the provisions of this PLA, shall be referred directly to the JAC for resolution prior to such question being referred to arbitration in the event the JAC is unable to resolve the question. Such resolutions or clarifications shall be reduced to writing, jointly signed by the JAC and distributed to the signatory parties to this PLA. If the JAC fails to resolve any questions regarding the meaning, interpretation, or application of the provisions of this PLA within its authority, the Administrator shall have the authority to resolve such question. Labor and management shall each have one equal vote at JAC meetings regardless of the number of attendees. Labor and management shall jointly chair the JAC. In addition to its charter to rule on interpretations or clarifications to this PLA, the JAC shall annually review the effectiveness of the PLA in meeting the PLA goals of:

a. No construction Work Disruption on this Project.

b. Reducing friction that may arise when union and open shop employees are working at a common jobsite.

c. High quality, cost effective construction work.

d. Providing training opportunities for local craft workers.

e. Ensuring compliance with health and safety policies and laws.

ARTICLE XIX – No Discrimination

The Contractor and Unions shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, sexual orientation, marital status, ancestry, arrest or court record, or any other protected status pursuant to federal or state law or regulations.

All covered projects shall comply with and be in accordance with the right to organize for the purpose of collective bargaining guaranteed under Article XIII, Sections 1 and 2, of the State Constitution, and the operation and maintenance of facilities that are constructed pursuant to this PLA shall be consistent with the merit principle under Article XVI, Section 1, of the State Constitution.

Contractor agrees that it will not subcontract any Covered Work to be performed on a Covered Project, except to an individual firm, partnership, corporation, or any combination thereof or joint venture that signs an Agreement To Be Bound and thereby agrees to become a Contractor subject to this PLA. Any Contractor working on a Covered Project shall, as a condition to working on said Project, perform all work under the terms of Article XV – Subcontracting: Obligations of Contractors.

ARTICLE XX – Savings Clause

This document contains the entire agreement of the parties, and no party has made any representations to another party which are not contained herein. This PLA is intended to fully conform to all applicable statutes, regulations, and Executive Orders. Should any provision herein contained be rendered or declared invalid by reason of any existing legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this PLA shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. The parties shall immediately meet to renegotiate the portion or portions thereof rendered invalid.

ARTICLE XXI – Duration

The PLA shall become effective upon the execution by the State, the HCA, and the Unions signatory to this Agreement. The PLA shall remain in full force and effect until December 31, 2026 and, unless extended by the parties to the PLA, shall terminate thereafter. Amendments and modifications to the PLA must be made by mutual agreement of all the parties.

The PLA shall apply until the completion of any individual Covered Project regardless of the PLA term.

ARTICLE XXII – Execution in Counterparts

This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

ARTICLE XXIII – Annual Review upon Request

At each anniversary of the commencement date of the PLA, any signatory union (the "Requesting Party") may request a review of any issues of concern arising under the PLA to determine whether such issues can be resolved. If the Requesting Party is not satisfied with the outcome of the review process, the Requesting Party shall have the right to terminate its participation in the PLA upon thirty (30) days advance written notice to the Administrator.

This Project Labor Agreement is executed on this 22 day of December, 2023, Honolulu, Hawaii.

State of Hawaii

Governor

Hawaii Construction Alliance

UNION SIGNATURES

The undersigned Unions hereby agree to comply with all of the terms and conditions of Covered Projects.

It is understood that this signing shall be as binding on the undersigned Unions as though they signed the above-referenced Project Labor Agreement.

Iron Workers Local 625

12/13/23

Date

Ironworkers Local 625S

12/13/23

Date

United Union of Roofers, Waterproofers & Allied Workers Local 221

12.13.23

Date

International Union of Heat & Frost Insulators & Allied Workers Local 132

Douglas Fulp

Date 12/15/2023

IBUAC, AFL-CIO Local 1 Hawaii

12/13/2023

Date

Plumbers & Fitters UA Local 675

Valentino Ceria

Date 12/28/23

International Brotherhood of Electrical Workers Local 1186

Date 12/13/23

International Association of Sheet Metal, Air, Rail & Transportation Local 293

12/20/2023

Date

Hawaii Regional Council of Carpenters

12/14/23

Date

International Union of Operating Engineers Local 3

Dan Reding

1/31/2024

Date

Laborers' International Union of North America Local 368

12/14/23

Date

Operative Plasterer's & Cement Masons International Association Local 630

Date

Hawaii Teamsters & Allied Workers Local 996

12/13/23

Date

International Union of Elevator Constructors Local 126

Date

International Brotherhood of
Boilermakers Local 627

December 13, 2023

Date

International Brotherhood of
Electrical Workers Local 1260

Date

District Council 50
International Union of
Painters & Allied Trades
Local 1791
Glaziers, Architectural
Metal & Glass Workers
Local 1889 Carpet,
Linoleum & Soft Tile
Local 1926
Drywall, Tapers &
Finishers Local 1944

Date

ATTACHMENT "A"
AGREEMENT TO BE
BOUND

This is to certify that the undersigned Contractor has examined a copy of the Project Labor Agreement between the State of Hawaii, the Hawaii Construction Alliance, and its Affiliated Labor Unions, and the Unions signatory to this Agreement ("PLA"). The undersigned Contractor hereby agrees to comply with all of the terms and conditions of the PLA on this Covered Project, entitled _[Name of Project]_.

It is understood that the signing of this Agreement To Be Bound shall be as binding on the undersigned Contractor as though the Contractor had signed the above-referenced PLA. The Contractor further agrees that all of its subcontractors, of whatever tier, shall execute this Agreement To Be Bound and agree to be bound by the PLA for all work within the scope of this Covered Project, entitled _[Name of Project]_.

The Contractor agrees to pay contributions to the bona fide fringe benefit trust funds established by the applicable Master Agreement(s) for each hour worked on the Covered Project, in the amounts designated in the applicable Master Agreement(s). By signing this Agreement To Be Bound, the Contractor adopts and agrees to be bound by the legally established trust agreements governing such trust funds, which may from time to time be amended. The Contractor authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed. The Contractor agrees to execute a separate subscription agreement in the event the trust funds so require.

CONTRACTOR/SUBCONTRACTOR:_____

Contractor State License # or Motor Carrier Permit #: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person:_____

Address of Authorized Person:_____

LETTER OF ASSENT

Director of Transportation
Department of Transportation
State of Hawaii
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Director:

Subject: PROJECT LABOR AGREEMENT FOR **[Insert PROJECT TITLE AND PROJECT NUMBER]** (PROJECT)

This is to certify that the undersigned SUBCONTRACTOR has examined a copy of the PROJECT LABOR AGREEMENT (PLA) for the State of Hawaii, for the subject Project and hereby agrees to comply with all the terms and conditions of the PLA.

It is understood that the signing of this LETTER OF ASSENT shall be as binding on the undersigned SUBCONTRACTOR as though the SUBCONTRACTOR had signed the subject PLA.

This LETTER OF ASSENT shall become effective and binding upon the undersigned SUBCONTRACTOR on this _____ day of _____, and shall remain in full force and effect until the completion of the subject Project Construction Contract.

Sincerely,

_____
Print Name
Company Title

SUBCONTRACTOR COMPANY NAME: _____

Contact Phone: _____

Contact Email: _____

Contact Person: _____

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

HONOLULU, HAWAII

S P E C I A L P R O V I S I O N S

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

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

"DIVISION 100 - GENERAL PROVISIONS

SECTION 101 - TERMS, ABBREVIATIONS, AND DEFINITIONS

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

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

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

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

ARA	American Railway Association
AREA	American Railway Engineering Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
CCO	Contract Change Order
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
DCAB	Disability and Communication Access Board, Department of Health, State of Hawaii
DOTAX	Department of Taxation, State of Hawaii
EPA	U.S. Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards, General Services Administration, U.S. Department of Defense
HAR	Hawaii Administrative Rules
HDOT	Department of Transportation, State of Hawaii

HIOSH	Occupational Safety and Health, Department of Labor and Industrial Relations, State of Hawaii
HMA	Hot Mix Asphalt
HRS	Hawaii Revised Statutes
ICEA	Insulated Cable Engineers Association (formerly IPCEA)
IMSA	International Municipal Signal Association
IRS	Internal Revenue Service
ITE	Institute of Transportation Engineers
MUTCD	Manual on Uniform Traffic Control Devices for Streets and Highways, FHWA, U.S. Department of Transportation
NCHRP	National Cooperative Highway Research Program
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Forest Products Association
NPDES	National Pollutant Discharge Elimination System
OSHA	Occupational Safety and Health Administration/Act, U.S. Department of Labor
SAE	Society of Automotive Engineers
SI	International Systems of Units
UFAS	Uniform Federal Accessibility Standards
UL	Underwriter's Laboratory
USGS	U.S. Geological Survey
VECP	Value Engineering Cost Proposal

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

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

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

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

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

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

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

Bag - 94 pounds of cement.

Barrel - 376 pounds of cement.

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

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

Bid - See Proposal.

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

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

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

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

Calendar Day - See Day.

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

Completion - See Substantial Completion and Final Completion.

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

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

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

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

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

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

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

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

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

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

Contracting Officer - See Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 101

Make this section a part of the Standard Specifications:

"SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

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

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

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

102.02 Contents of Proposal Forms. The Department will furnish prospective bidders with proposal forms posted in HIePRO stating:

(1) The location,

(2) Description of the proposed work,

(3) The approximate quantities,

(4) Items of work to be done or materials to be furnished,

(5) A schedule of items, and

(6) The time in which the work shall be completed.

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

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

102.03 (Unassigned)

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

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

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

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

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

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

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

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

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

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

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

(1) The nature and location of the work;

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

(3) The difficulties to be encountered; and

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

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

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

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

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

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

(3) The lump sum amount; and

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

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

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

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.

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

(1) A deposit of legal tender; or

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

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

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

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

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

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

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

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

102.10 Withdrawal or Revision of Proposals. A bidder may withdraw or revise a proposal after the bidder submits the proposal in HIePRO. Withdrawal or

revision of proposal must be completed before the time set for the receiving of bids.

102.11 Public Opening of Proposals. Not applicable.

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

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

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

(3) Lack of proposal guaranty.

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

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

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

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

(8) Suspended or debarred in accordance with HRS Chapter 104-25.
(9) Failure to complete the prequalification questionnaire, if applicable.

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

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

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

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

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

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

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

102.15 Preferences.

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

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

The following provisions apply to this Apprenticeship Program.

(1) Definitions

(a) "Apprenticeable trade", HRS Section 103-55.6 (c), shall have the same meaning as 'apprenticeable occupation' pursuant to Hawaii Administrative Rules (HAR) Section 30-1-5.

(b) "Department" means the department of labor and industrial relations.

(c) "Director" means the director of labor and industrial relations.

(d) "Employ" means the employment of a person in an employer-employee relations.

(e) "Governmental body" means as defined in HRS Section 103D-104.

(f) "Party to an apprenticeship agreement" means party to a registered apprenticeship program with the department of labor and industrial relations.

(g) "Preference" means the 5% by which the qualified bidder's offer amount would be decreased for evaluation purposes.

(h) "Public work" shall be as defined in HRS Section 104-2 and HAR Section 12-22-1.

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

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

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

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

(2) Qualification Procedures

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

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

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

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

(b) The department shall:

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

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

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

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

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

1. Contractor information;

2. Solicitation reference;

3. Trade(s);

4. Date and name of apprenticeship program;

5. Signature of authorized training coordinator or training trust fund administrator certifying that the contractor is a participant in the program, and that the program is registered with the department;

6. Contract information for sponsor's authorized representative signing the form;

7. Number of apprentices enrolled in the program, number who successfully completed the apprenticeship program in the past 12 months, including whether the contractor is signatory to a collective bargaining agreement for that trade, or if not, provide for attachment of a copy of the agreement between the contractor and the program.

(3) Solicitation Procedures.

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

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

1. Allow bidder seeking to claim the preference to state the trades the bidder will employ to perform the work;

2. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *Certification Form 1* verifying participation in an apprenticeship program registered with the department;

3. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the department's list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and

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

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

(4) Evaluation and Contract Award

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

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

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

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

(5) Contract Administration

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

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

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

1. Withholding of the requested payment until the required form(s) are submitted;

2. Temporary or permanent cessation of work on the project , without recourse to breach of contract claims by the contractor; provided the agency shall be entitled to restitution for nonperformance or liquidated damages claims; or

3. Proceed to debar or suspend pursuant to HRS Section 103D-702.

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

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

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

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

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

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

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

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

END OF SECTION 102

Make this section a part of the Standard Specifications:

"SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.01 Consideration of Proposals. The Department will compare the proposals in terms of the summation of the products of the approximate quantities and the unit bid prices after the submittal date and time established in HIePRO. If a discrepancy occurs between the unit bid price and the bid price, the unit bid price shall govern.

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

103.02 Award of Contract. The award of contract, if it be awarded, will be made within 60 calendar days after the opening of bids, to the lowest responsible bidder whose proposal complies with all the requirements. (Through HIePRO). The successful bidder will be notified by letter mailed to the address shown in its proposal, that its proposal has been accepted, and that it has been awarded the contract.

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

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

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

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

https://tax.hawaii.gov/

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

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

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

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

http://labor.hawaii.gov/

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

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

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

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

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

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

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

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

http://cca.hawaii.gov/

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

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

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

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

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

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

(a) Legal tender;

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

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

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 bidder or the Department may readvertise and construct the work under contract."

END OF SECTION 103

SECTION 104 – SCOPE OF WORK

Make the following amendment to said Section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 104

SECTION 105 – CONTROL OF WORK

Make the following amendments to said Section:

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

"**105.01 Authority.**

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

(1) Interpretation of the contract documents.

(2) Acceptability of the materials furnished and work performed.

(3) Manner of performance and rate of progress of the work.

(4) Acceptable fulfillment of the contract on the part of the Contractor.

(5) Compensation under the contract.

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

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

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

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

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

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

"**105.02 Submittals.**

(A) Submittal Procedures. The contract contains the description of various items that the Contractor must submit to the Engineer for review and acceptance. The Contractor shall review all submittals for correctness, conformance with the requirements of the contract documents and completeness before submitting them to the Engineer. The submittal shall indicate the contract items and specifications subsections for which the submittal is provided. The submittal shall be legible and clearly indicate what portion of the submittal is being submitted for review. The Contractor shall provide six copies of the required submissions at the earliest possible date.

Coordinate Work and Submittals: Contractor shall certify the submittals were reviewed and coordinated.

Submittal Certification: Provide in MS Word when submitting electronically. Contracting Officer will provide an electronic copy of the Submittal Certification. Provide a reproduction (or stamp) of the "Submittal Certification" and furnish the required information with all submittals. Include the certification on:

(1) The title sheet of each shop drawing, or on

(2) The cover sheet of submittals in 8 1/2 inch x 11-inch format, or on

(3) One face of a cardstock tag (minimum size 3-inch x 6-inch) tied to each sample. On the sample tag, identify the sample to ensure sample can be matched to the tag if accidentally separated. The opposite face of the tag will be used by the Contracting Officer to receive, review, log stamp and include comments.

Variances: The Contractor shall request approval for a variance. Clearly note any proposed deviations or variances from the Specifications,

Drawings, and other Contract Documents on the submittal and also in a separately written letter accompanying the submittal.

Submittal Certification Form (stamp or digital)

CONTRACTOR'S NAME: _____

PROJECT: _____

DOT JOB NO: _____

As the General Contractor, we checked this submittal and we certify it is correct, complete, and in compliance with Contract Drawings and Specifications. All affected Contractors and suppliers are aware of, and will integrate this submittal into their own work.

SUBMITTAL NUMBER _____ DATE RECEIVED _____

REVISION NUMBER _____ DATE RECEIVED _____

SPECIFICATION SECTION NUMBER /PARAGRAPH NUMBER _____

DRAWING NUMBER _____

SUBCONTRACTOR'S NAME _____

SUPPLIER'S NAME _____

MANUFACTURER'S NAME _____

NOTE: DEVIATIONS FROM THE CONTRACT DOCUMENTS ARE PROPOSED AS FOLLOWS (Indicate "NONE" if there are no deviations)

_____

_____

_____

CERTIFIED BY	

Note: Form can be combined with Design Consultant's Review stamp. This is available from the Contracting Officer.

(B) Submittal Register and Transmittal Form

Contractor shall use submittal register and transmittal forms as directed by the Contracting Officer.

The listing of required submittals within this Section is provided for the Contractor's convenience. Review the specification technical sections and prepare a comprehensive listing of required submittals. Furnish submittals to the Contracting Officer for review.

Contractor shall separate each submittal item by listing all submittals in the following groups with the items in each group sequentially listed by the specification section they come from:

(1) Administrative

(2) Data

(3) Tests

(4) Closing

Contractor shall separate all different types of data as separate line items all with the column requirements.

Contractor shall send monthly updates and reconciled copies electronically to the Contracting Officer and the Design Consultant in MS Word or MS Excel or other format as accepted by the Contracting Officer.

NOTE: Division 100 items have been filled-in as samples. Edit as necessary and add all technical sections as applicable to the project to this schedule.

Section No. – Title	Shop Drawings & Diagrams	Samples	Certificates (Material, Treatment, Applicator, etc.)	Product Data, Manufacturer's Technical Literature	SDS Sheets	Calculations	Reports (Testing, Maintenance, Inspection, etc.)	Test Plan	O & M Manual	Equipment or Fixture Listing	Schedules (Project Installation)	Maintenance Service Contract	Field Posted As-Built Drawings	Others	Guaranty or Warranty	Manufacturer's Guaranty or Warranty (Greater than one year)
102 – Bidding Requirements			■											■		
103 – Award and Execution of Contract			■											■		
107 – Legal Relations and Responsibility to the Public														■		
108 – Prosecution and Progress							■							■		
109 – Measurement and Payment							■							■		

Note: Division 0 and 1 items have been filled-in as samples. Edit as necessary and add all technical sections as applicable to the project to this schedule.

Expand matrix as necessary to suit project requirements. Clearly describe the required submittals under Part 1 of each specification section. List Section Number and Titles by Division Number and in numerical order. For Guaranty and Warranty information, list the required years of the guaranty or warranty in the matrix."

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

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

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

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

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

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

END OF SECTION 105

SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS

Make the following amendment to said Section:

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

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

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

"**106.11 Steel and Iron Construction Material.** (Not Applicable)"

END OF SECTION 106

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Make the following amendments to said Section:

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

> **"(A) Obligation of Contractor.** Contractor shall not commence any work until it obtains, at its own expense, all required insurance described herein. Such insurance shall be provided by an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii. Coverage by a "Non-Admitted" carrier is permissible provided the carrier has a Best's Rating of "A-VII" or better. The Contractor shall maintain and ensure all insurance policies are current for the full period of the contract until final acceptance of the work by the State.
>
> The Certificate of Insurance shall contain: a clause that it is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy; and shall be accompanied by endorsement form CG2010 or equivalent naming the State as an additional insured to the policy which status shall be maintained for the full period of the contract until final acceptance of the work by State.
>
> The Contractor shall obtain all required insurance as part of the contract price. Where there is a requirement for the State of Hawaii and its officers and employees to be named as additional insureds under any Contractor's insurance policy, before the State of Hawaii issues the Notice to Proceed, the Contractor shall obtain and submit to the Engineer a Certificate of Insurance and a written policy endorsement that confirms the State of Hawaii and its officers and employees are additional insureds for the specific State project number and project title under such insurance policies. The written policy endorsement must be issued by the insurance company insuring the Contractor for the specified policy type or by an agent of such insurance company who is vested with the authority to issue a written policy endorsement. The insurer's agent shall also submit written confirmation of such authority to bind the insurer. Any delays in the issuance of the Notice to Proceed attributed to the failure to obtain the proof of the State of Hawaii and its officers and employees' additional insured status shall be charged to the Contractor.

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

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

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

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

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

(B) Types of Insurance. Contractor shall purchase and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the

contract, whether such operations be by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

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

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

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

(a) Products - Completed/Operations Aggregate,

(b) Personal & Advertising Injury, and

(c) Bodily Injury & Property Damage

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

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

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

"107.18 Citizen and Residential Labor Force.

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

(B) Residential Labor Force. In accordance with Act 192; SLH 2011, no less than eighty (80) percent of the bidder's labor force working on the contract shall be provided by Hawaii residents. This act applies to all construction procurements under HRS Chapter 103D; however this act does not apply to procurements for professional services under Section 103D-304 and small purchases under Section 103D-305. This act is also applicable to any subcontract of $50.000.00 or more in connection with this contract.

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

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

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

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

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

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

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

END OF SECTION 107

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

"SECTION 108 – PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

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

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

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

(3) Work Schedule including hours of operation.

(4) Initial Progress Schedule (See Subsection 108.06 – Progress Schedule).

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

(6) Solid Waste Disposal form.

(7) Tax Rates.

(8) Insurance Rates.

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

(10) Schedule of agreed prices.

(11) List of suppliers.

(12) Traffic Control Plan, if applicable.

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

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

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

108.05 Contract Time.

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

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

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

(1) Changes in the Work, Additional Work, and Delays Caused by the State. If the Contractor believes that an extension of time is justified on account of any act or omission by the State, and is not adequately provided for in a field order or change order, it must request the additional time as provided above. At the request of the Engineer, the Contractor must show how the critical path will be affected and must also support the time extension request with schedules, as well as statements from its subcontractors, suppliers, or manufacturers, as necessary. Claims for compensation for any altered or additional work will be determined pursuant to Subsection 104.02 – Changes.

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

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

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

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

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

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

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

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

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

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

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

(b) The Contractor, if requested, must submit to the Engineer within five 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.

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.

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

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

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

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

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

108.06 Progress Schedules.

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

Schedule submittals shall be as follows:

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

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

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

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

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

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

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

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

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

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

(i) Show target bars for all activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Incorporate all physical access and availability restraints.

(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.

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

(a) Has a duration longer than five days.

(b) Is a milestone activity.

(c) Is a contract item that exceeds $10,000 on the contract cost proposal.

(d) Is a critical path activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The duration of all events and delays.

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

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

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

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

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

When the Contractor fails to reach substantial completion of the work for which liquidated damages are specified, within the time or times fixed in the contract or any extension thereof, in addition to all other remedies for breach that may be available to the State, the Contractor shall pay liquidated damages to the State, in the amount of $ 2,500.00 per working day.

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

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

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

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

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

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

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

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

108.10 Suspension of Work.

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

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

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

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

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

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

(b) Carry out orders given by the Engineer.

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

(d) Provide adequate supervision on the jobsite.

(5) The convenience of the State.

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

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

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

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

(1) For weather related conditions.

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

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

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

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

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

108.11 Termination of Contract for Cause.

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

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

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

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

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

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

108.12 Termination For Convenience.

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

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

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

(1) Any completed work.

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

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

(D) Compensation.

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

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

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

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

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

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

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

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

108.13 Pre-Final and Final Inspections.

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

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

(1) All written guarantees required by the contract.

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

(3) Complete weekly certified payroll records for the Contractor and Subcontractors.

(4) Certificate of Plumbing and Electrical Inspection.

(5) Certificate of building occupancy as required.

(6) Certificate of Soil and Wood Treatments.

(7) Certificate of Water System Chlorination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

108.14 Substantial Completion and Final Acceptance.

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

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

108.15 Use of Structure or Improvement. The State has the right to use the structure, equipment, improvement, or any part thereof, at any time after it is considered by the Engineer as available. In the event that the structure, equipment or any part thereof is used by the State before final acceptance, the Contractor is not relieved of its responsibility to protect and preserve all the work until final acceptance.

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

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

108.17 Guarantee of Work.

(1) Regardless of, and in addition to, any manufacturers' warranties, all work and equipment shall be guaranteed by the Contractor against defects in materials, equipment or workmanship for one year from the date of final acceptance or as otherwise specified in the contract documents.

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

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

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

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

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

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

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

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

(2) Any extension of time.

(3) Any possession taken by the Engineer.

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

108.19 Final Settlement of Contract.

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

(1) All written guarantees required by the contract.

(2) Complete and certified weekly payrolls for the Contractor and its subcontractor's.

(3) Certificate of plumbing and electrical inspection.

(4) Certificate of building occupancy.

(5) Certificate for soil treatment and wood treatment.

(6) Certificate of water system chlorination.

(7) Certificate of elevator inspection, boiler and pressure pipe installation.

(8) Tax clearance.

(9) All other documents required by the Contract or by law.

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

END OF SECTION 108

SECTION 109 - MEASUREMENT AND PAYMENT

Make the following amendment to said Section:

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

"**(1)** 20 percent of the direct cost for any work performed by the Contractor's own labor force.

(2) 20 percent of the direct cost for any work performed by each subcontractor's own labor force.

(3) For the Contractor or any subcontractor for work performed by their respective subcontractor or tier subcontractor, 10 percent of the amount due to the performing subcontractor or tier subcontractor."

(II) Amend **109.08(A) Monthly Payment** by adding the following after line 411:

"**(1) Retainage.** If the Engineer finds that the Contractor is progressing satisfactorily in completing the project work and:

a. Less than 50% of the whole contract cost is complete, the Engineer shall retain 5% of the value of the work done until the Engineer makes final payment;

b. More than 50% of the whole contract cost is complete, the Engineer may make the remaining progress payments in full.

c. After satisfactory completion of work other than landscaping items, the Engineer may adjust the amount of retainage to 15% of the landscaping items or 2½% of the total contract amount whichever is less. Do not use this subsection if the contract is only landscaping."

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

"**(2)** The materials shall be stored and handled in accordance with Subsection 105.14 – Storage and Handling of Materials and Equipment."

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

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

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

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

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

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

END OF SECTION 109

SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Make the following amendments to said Section:

(I) Amend **202.04 – Measurement** by revising lines 119 to 120 to read as follows:

"**202.04 Measurement.** If the proposal provides a contract item for the removal of structure and obstructions, the Engineer will measure the removal of structures and obstructions by the square yard, each, or linear foot.

The Engineer will not measure the removal of structures and obstructions when contracted on a lump sum basis."

(II) Amend **202.05 – Payment** by revising lines 122 to 131 to read as follows:

"**202.05 Payment.** If the proposal does not show a contract item for the removal of structures and obstructions, the Engineer will not pay for the removal of structures and obstructions separately. The Contractor shall consider them incidental to the various contract items.

The Engineer will pay for specific items stipulated for removal and disposal at the contract price bid per unit specified in the proposal. The price shall be full compensation for removal and disposal of that items, excavation, backfill, salvage of materials removed. Salvaging of materials removed includes their custody, preservation, storage on the right-of-way. Also, the price shall be full compensation for equipment, tools, labor materials and incidentals necessary to complete the work.

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

Pay Item	**Pay Unit**
Removal of Curb and Gutter	Linear Foot
Removal of Concrete Collar	Linear Foot

END OF SECTION 202

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

"SECTION 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL

209.01 Description. This section describes the following:

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

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

(C) Potential pollutant identification and mitigation measures are listed in Appendix A for use in the development of the Contractor's Site-Specific BMP plan.

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

209.02 Materials. Comply with applicable materials described in Chapters 2 and 3 of the current HDOT "Construction Best Management Practices Field Manual". In addition, the materials shall comply with the following:

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

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

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

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

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

209.03 Construction.

(A) Preconstruction Requirements.

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

(2) Water Pollution, Dust, and Erosion Control Submittals. Submit a Site-Specific BMP Plan within 21 calendar days of date of award. Submission of complete and acceptable Site-Specific BMP Plan is the sole responsibility of the Contractor and additional contract time will not be issued for delays due to incompleteness. Include the following:

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

1. An identification of potential pollutants and their sources.

2. A list of all materials and heavy equipment to be used during construction.

3. Descriptions of the methods and devices used to minimize the discharge of pollutants into State waters, drainage or sewer systems.

4. Details of the procedures used for the maintenance and subsequent removal of any erosion or siltation control devices.

5. Methods of removing and disposing hazardous wastes encountered or generated during construction.

6. Methods of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydrodemolition water. Disposal by percolation is prohibited.

7. Spill Control and Prevention and Emergency Spill Response Plan.

8. Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.

9. Methods of storing and handling of oils, paints and other products used for the project.

10. Material storage and handling areas, and other staging areas.

11. Concrete truck washouts.

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.

(h) Site-Specific BMP Review Checklist. The checklist may be downloaded from HDOT's Stormwater Management website at http://stormwaterhawaii.com.

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

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

Follow Honolulu's City and County "Rules for Soil Erosion Standards and Guidelines" for all projects on Oahu. Use respective Soil Erosion Guidelines for Maui, Kauai and Hawaii projects.

(3) Solid Waste Disclosure Form for Construction Sites. Submit Solid Waste Disposal form as specified in Subsection 108.03 – Preconstruction Data Submittal. The form may be downloaded from the State of Hawaii, Department of Health website at: https://health.hawaii.gov/shwb/files/2013/06/swdiscformnov2008.pdf

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

Install, maintain, monitor, repair and replace site-specific BMP measures, such as for water pollution, dust and erosion control; installation, monitoring, and operation of hydrotesting activities; removal and disposal of hazardous waste indicated on plans, concrete cutting slurry, concrete curing

water; or hydrodemolition water. Site-Specific BMP measures shall be in place, functional and accepted by HDOT personnel prior to initiating any ground disturbing activities.

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

The Contractor shall observe and comply with the State Department of Health regulations regarding storm water discharge.

Address all comments received from the Engineer.

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

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

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

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

ceased.

For projects with an NPDES Permit for Construction activities:

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

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

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

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

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

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

(3) Seeding or planting the exposed area;

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

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

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

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

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

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:

(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**.**

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

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

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

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

(1) Hydro-mulching the lower region of embankments in the immediate area.

(2) Installing check dams and siltation control devices.

(3) Other methods acceptable to the Engineer.

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

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

The work shall be done in conformance with air pollution control standards contained in Hawaii Administrative Rules: Chapter 11-60, “Air Pollution Control”.

Cleanup and remove any pollutant that can be attributed to the Contractor. The Contractor shall remove all rubbish and debris from the project site before the end of each workday, or immediately, if it creates a traffic hazard, and keep the working area in a neat orderly condition. No rubbish resulting from Contractor’s operations, material or equipment shall be stored where it will interfere with the adjacent areas. Debris and rubbish shall be disposed of in accordance with City, State, and Federal laws and regulations. Disposal of debris and rubbish shall be considered as an

incidental cost. Burning of debris and rubbish is prohibited.

Provide a copy of all the disposal receipts from the facility permitted by the Department of Health to receive solid waste to the Engineer monthly. This should also include documentation from any intermediary facility where solid waste is handled or processed, or as directed by the Engineer.

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

Properly maintain all Site-Specific BMP measures.

For projects with an NPDES Permit for Construction Activities:

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

(a) Weekly.

(b) Within 24 hours of any rainfall of 0.25 inch or greater which occurs in a 24-hour period.

(c) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP plan.

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

(a) Weekly.

(b) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP plan.

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

(a) Weekly.

(b) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP plan.

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

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

The Contractor's designated representative specified in Subsection 209.03(A)(2)(d) shall address any Site-Specific BMP deficiencies brought up by the Engineer immediately, including weekends and holidays, and complete work to fix the deficiencies by the close of the next work day if the problem does not require significant repair or replacement, or if the problem can be corrected through routine maintenance. Address any Site-Specific BMP deficiencies brought up by the State's Third-Party Inspector in the timeframe above or as specified in the Consent Decree or MS4 NPDES Permit, whichever is more stringent. The Consent Decree timeframe requirement applies statewide. The MS4 NPDES Permit only applies to Oahu. In this section, "immediately" means the Contractor shall take all reasonable measures to minimize or prevent discharge of pollutants until a permanent solution is installed and made operational. If a problem is identified at a time in the day in which it is too late to initiate repair, initiation of repair shall begin on the following work day. When installation of a new pollution prevention control or a significant repair is needed, complete installation or repair no later than 7 calendar days from the time of notification/Contractor discovery. Notify the Engineer and document why it is infeasible to complete the installation or repair within 7 calendar days and complete the work as soon as practicable and as agreed to by the Engineer. Address Site-Specific BMP deficiencies discovered by the Contractor within the timeframe above. The Contractor's failure to satisfactorily address these Site-Specific BMP deficiencies, the Engineer reserves the right to employ outside assistance or use the Engineer's own labor forces to provide necessary corrective measures. The Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Engineer will make appropriate deductions from the Contractor's monthly progress estimate. Failure to apply Site-Specific BMP measures may result in one or more of the following: assessment of liquidated damages, suspension, or cancellation of Contract with the Contractor being fully responsible for all additional costs incurred by the State.

(C) Discharges of Storm Water Associated with Construction

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

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

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

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

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

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

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

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

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

209.05 Payment. The Engineer will pay for accepted pay items listed below on a contract lump sum basis. Payment will be full compensation for work prescribed in this section and contract documents.

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

Pay Item	Pay Unit
Installation, Maintenance, Monitoring, and Removal of BMP	Lump Sum

No progress payment will be authorized until the Engineer accepts in writing the Site-Specific BMP plan or when the Contractor fails to maintain project site in accordance with accepted BMP plan.

For all citations or fines received by the Department for non-compliance, including compliance with NPDES Permit conditions, the Contractor shall reimburse State within 30 calendar days for full amount of outstanding cost State has incurred, or the Engineer will deduct cost from progress payment.

The Engineer will assess liquidated damages up to $27,500 per day for non-compliance of each BMP requirement and all other requirements in this section.

Appendix A

The following list identifies potential pollutant sources and corresponding BMPs used to mitigate the pollutants. Each BMP is referenced to the corresponding section of the current HDOT Construction Best Management Practices Field Manual or appropriate Supplemental Sheets. The Manual may be obtained from the HDOT Statewide Stormwater Management Program Website at *https://www.stormwatermaui.com/resources/designers-and-contractors* under Construction Best Management Practices Field Manual.

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Construction debris, green waste, general litter	• *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*	*See Solid Waste Management Section SM-6. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Materials associated with the operation and maintenance of equipment, such as oil, fuel, and hydraulic fluid leakage	• *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 clean-up methods where possible, and dispose of used materials properly.* • *Do not clean surfaces or spills by hosing the area down.* • *Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.* • *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.*	*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.*

Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Soil erosion from the disturbed areas	• *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.*	*Soil Stabilization* *1. SM-22 Topsoil Management* *2. EC-12 Seeding and Planting* *3. EC-14 Mulching* *4. EC-11 Geotextiles and Mats* *Slope Protection* *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* *SC-1 Storm Drain Inlet Protection*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	*BMP Requirements*
		Perimeter Controls and Sediment Barriers *1. SC-7 Silt Fence or Filter Fabric Fence* *2. SC-2 Vegetated Filter Strips and Buffers* *3. SC-6 Compost Filter Berm/Sock* *4. SC-8 Sandbag Barrier* *5. SC-9 Brush or Rock Filter* *Sediment Basins and Detention Ponds* *1. SC-4 Sediment Trap* *2. SC-5 Sediment Basin* *SC-3 Check Dams* *EC-6 Level Spreader* *SM-20 Paving Operations* *SC-10 Construction Roads and Parking Area Stabilization*

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Pollutant Source	*Appropriate Site-Specific BMP to be Implemented*	*BMP Requirements*
		Controlling Storm Water Flowing onto and Through the Project *1. EC-3 Run-On Diversion* *2. EC-5 Earth Dike, Swales and Ditches* *Post Construction BMPs* *1. EC-2 Flared Culvert End Sections* *2. EC-10 Rip-Rap and Gabion Inflow Protection* *3. EC-8 Outlet Protection and Velocity Dissipation Devices* *4. SM-22 Topsoil Management* *Non-Structural BMPs* *1. SM-1 Construction BMP Training* *2. SM-14 Scheduling* *3. SM-15 Location of Potential Sources of Sediment* *4. SM-17 Preservation of Existing Vegetation*

Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Sediment from soil stockpiles	• *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	• *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***
Materials associated with painting, such as paint and paint wash solvent	• *Hazardous chemicals shall be well-labeled and stored in original containers.* • *Keep ample supply of cleanup materials on site.* • *Dispose container only after all of the product has been used.* • *Remove as much paint from brushes on painted surface.* • *Rinse from water-based paints shall be discharged into the sanitary sewer system where possible. If not, direct all 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.* • *Do not dump liquid wastes into the storm drainage system.* • *Filter and re-use solvents and thinners.* • *Dispose of oil-based paints and residue as a hazardous waste.* • *Ensure collection, removal, and disposal of hazardous waste complies with regulations.* • *Immediately clean up spills and leaks.* • *Properly store paints, solvents, and epoxy compounds.* • *Properly store and dispose waste materials generated from painting and structure repair and construction activities.* • *Mix paints in a covered and contained area, when possible, to minimize adverse impacts from spills.* • *Do not apply traffic paint or thermoplastic if rain is forecasted.* • *See Material Storage and Handling Use SM-2, Hazardous Materials and Waste Management Section SM-9, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21 for additional requirements.* *Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.*	*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.*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Industrial chemicals, fertilizers, and/or pesticides	• *Hazardous chemicals shall be well-labeled and stored in original containers.* • *Keep ample supply of cleanup materials on site.* • *Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.* • *Do not clean surfaces or spills by hosing the area down.* • *Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge.* • *Dispose container only after all of the product has been used.* • *Retain a complete set of safety data sheets (formerly MSDS) on site.* • *Store industrial chemicals in water-tight containers and provide either cover or secondary containment.* • *Provide cover when storing fertilizers or pesticides to prevent these chemicals from coming into contact with rainwater.* • *Restrict amount of pesticide prepared to quantity necessary for the current application.* • *Do not apply fertilizers or pesticides during or just before a rain event.* • *Do not apply to stormwater conveyance channels with flowing water.* • *Comply with fertilizer and pesticide manufacturer's recommended usage and disposal instructions. Document departures from manufacturer's specifications in Attachment J.* • *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.* • *Follow federal, state, and local laws regarding fertilizer application.* • *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.*	*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*

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Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
	• *Ensure collection, removal, and disposal of hazardous waste complies with regulations. Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.* *See Material Storage and Handling Use SM-2, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.*	
Hazardous waste (Batteries, Solvents, Treated Lumber, etc.)	• *Do not dispose of toxic materials in dumpsters allocated for construction debris.* • *Ensure collection, removal, and disposal of hazardous waste complies with regulations.* • *Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.* • *Segregate and recycle wastes from vehicle/equipment maintenance activities such as used oil or oil filters, greases, cleaning solutions, antifreeze, automotive batteries, and hydraulic and transmission fluids.* • *Store waste in sealed containers, which are constructed of suitable materials to prevent leakage and corrosion, and which are labeled in accordance with applicable Resource Conservation and Recovery Act (RCRA) requirements and all other applicable federal, state, and local requirements.* • *All containers stored outside shall be kept away from surface waters and within appropriately sized secondary containment (e.g., spill berms, decks, spill containment pallets). Provide cover if possible.* • *Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.* • *Do not clean surfaces or spills by hosing the area down.* • *Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.*	*See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Maintenance SM-12*

Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
	• *Ensure collection, removal, and disposal of hazardous waste complies with manufacturer's recommendations and is in compliance with federal, state, and local requirements.* • *See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Management, Vehicle and Equipment Maintenance SM-12 for additional requirements.*	
Metals and Building Materials	• *Inspect construction waste and recycling areas regularly.* • *Schedule solid waste collection regularly.* • *If building materials or metals are stored on site (such as rebar or galvanized poles) store under cover under tarps or in containers.* • *Minimize the amount of material stored on site.* • *Do not stockpile uncovered metals or other building materials in close proximity to discharge points.* • *See Solid Waste Management Section SM-6 for additional requirements.*	*See Solid Waste Management Section SM-6*
Contaminated Soil	• *See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9 for additional requirements.* • *At minimum contain contaminated material soil by surrounding with impermeable lined berms or cover exposed contaminated material with plastic sheets.*	*See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Fugitive Dust Control and Dust Control Water	• *Do not over spray water for dust control purposes which will result in runoff from the area.* • *Apply water as conditions require.* • *Washing down of debris or dirt into drainage, sewage systems, or State waters is not allowed.* • *Minimize exposed areas through the schedule of construction activities.* • *Utilize vegetation, mulching, sprinkling, and stone/gravel layering to quickly stabilize exposed soil.* • *Direct construction vehicle traffic to stabilized roadways.* • *Cover dump trucks hauling material from the site with a tarpaulin.* *See Dust Control Section SM-19 for additional requirements.*	*See Dust Control Section SM-19*
Concrete Truck Wash Water	• *Disposal of concrete truck wash water via percolation is prohibited.* • *Wash concrete-coated vehicles or equipment off-site or in the designated wash area.* • *Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.* • *Runoff from the on-site concrete wash area shall be contained in a temporary pit or level bermed area where the concrete can set.* • *Design the area so that no overflow can occur due to inadequate wash area sizing or precipitation.* • *The temporary pit shall be lined with plastic to prevent seepage of wash water into the ground.* • *Allow wash water to evaporate or collect wash water and all concrete debris in a concrete washout system bin.* • *Do not dump liquid wastes into storm drainage system.* • *Dispose of liquid and solid concrete wastes in compliance with federal, state, and local standards.* • *See Waste Management, Concrete Wash and Waste Management Section SM-4 for additional requirements.*	*See Waste Management, Concrete Wash and Waste Management Section SM-4*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Sediment Track-Out	• *Include Stabilized Construction Entrance at all points that exit onto paved roads.* • *A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.* • *The pavement shall not be cleaned by washing down the street.* • *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.* • *Use BMPs for adjacent drainage structures.* • *Remove sediment tracked onto the street by the end of the day in which the track-out occurs.* • *Restrict vehicle use to properly designated exit points.* • *Include additional BMPs that remove sediment prior to exit when minimum dimensions cannot be met.* *See Stabilized Construction Entrance/Exit Section SC-11 for additional requirements.*	*See Stabilized Construction Entrance/Exit Section SC-11*
Irrigation Water	• *Consider irrigation requirements.* • *Where possible, avoid species which require irrigation.* • *Design, timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.* *See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation included in SWPPP Attachment A for additional requirements.*	*See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation*
Hydrotesting Effluent	• *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.*	*Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Dewatering Effluent	*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.*	*See Dewatering Operations SM-18. Site specific BMPs will be included in the NOI/NPDES Permit Form G submittal.*
Saw-cutting Slurry	• *Saw cut slurry shall be removed from the site by vacuuming.* • *Provide storm drain protection during saw cutting. See Paving Operations Section SM-20 for additional requirements.* *Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.*	*See Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, Perimeter sediment controls where applicable*
Concrete Curing Water	• *Avoid overspraying of curing compounds.* • *Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.* *See California Stormwater BMP Handbook NS-12 Concrete Curing included in SWPPP Attachment A for additional requirements.*	*See California Stormwater BMP Handbook NS-12 Concrete Curing*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Plaster Waste Water	• *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	• *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	• *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.*

"

END OF SECTION 209

SECTION 301 – HOT MIX ASPHALT BASE COURSE

Make the following amendments to said Sections:

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

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

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

"**301.04 Measurement.**

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

(B) The Engineer will measure HMAB course per ton in accordance with contract documents."

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

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

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

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

The Engineer may, in lieu of requiring removal and replacement, use the sliding scale factor to accept HMAB compacted below 92.0 percent. The Engineer will make payment for the material in that production day at a reduced price arrived at by multiplying the contract unit price by the pay factor shown in Table 301.05-1.

Table 301.05-1 – Sliding Scale Pay Factor	
Percent Compaction	**Percent Payment**
92.0 or greater	100
90.0 – 91.9	80
<90.0	Removal

"

END OF SECTION 301

SECTION 304 – AGGREGATE BASE COURSE

Make the following amendments to said Section:

(I) Amend **304.04 – Measurement** by revising lines 54 to 55 to read as follows:

"**304.04 Measurement.**

(A) Aggregate base will be paid on a lump sum basis. Measurement for payment will not apply.

(B) The Engineer will measure aggregate base per ton or cubic yard in accordance with the contract documents."

(II) Amend **304.05 – Payment** by revising lines 57 to 66 to read as follows:

"**304.05 Payment.** The Engineer will pay for the accepted aggregate base at the contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for the work prescribed in this section and the contract documents.

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

	Pay Item	**Pay Unit**
(A)	Aggregate Base	Lump Sum

END OF SECTION 304

SECTION 401 – HOT MIX ASPHALT (HMA) PAVEMENT

Make the following amendments to said Sections:

(I) Amend **Section 401.02 Materials**, by adding the following after line 14:

"Warm Mix Asphalt Additive 702.06"

(II) Amend **Section 401.02(A) General**, by adding the following paragraph after line 24:

"The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these specifications. WMA processes include combinations of organic additives, chemical additives, and foaming."

(III) Amend **Section 401.02(A) General**, by replacing lines 36 - 37 to read as follows:

"In surface and binder courses, aggregate for HMA may include RAP quantities up to 20 percent of total mix weight."

(IV) Amend **Section 401.02(C) Submittals**, by adding the following paragraph after line 89:

"The Contractor may use warm mix asphalt (WMA) processes in the production of HMA. The Contractor shall submit to the Engineer for approval, the proposed process and how it will be used in the manufacture of HMA. The process submittal shall include the temperature range of the WMA."

(V) Amend **Section 401.03(B)(3) Asphalt Pavers**, from line 200 to include the following:

"**(h)** Equipped with a mean of preventing the segregation of the coarse aggregate particles from the remainder of the bituminous plant mix when that mix is carried from the paver hopper back to the paver augers. The means and methods used shall be approved by the paver manufacturer and may consist of chain curtains, deflector plates, or other such devices and any combination of these.

The following specific requirements shall apply to the identified bituminous pavers:

(1) Blaw-Knox bituminous pavers shall be equipped with the Blaw-Knox Materials Management Kit (MMK).

(2) Cedarapids bituminous pavers shall be those that were manufactured in 1989 or later.

(3) Barber-Green/Caterpillar bituminous pavers shall be equipped with deflector plates as identified in the December 2000 Service Magazine entitled “New Asphalt Deflector Kit {6630, 6631, 6640}”.

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

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

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

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

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

“**(3) HMA Pavement Courses One and a Half Inches Thick or Greater In Special Areas Not Designated For Vehicular Traffic.** For areas such as bikeways that are not part of roadway and other

areas not subjected to vehicular traffic, compact to not less that 90.0 percent of maximum specific gravity determined in accordance with AASHTO T 209, modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate. Increase asphalt content by at least 0.5 percent above that used for HMA pavements designed for vehicular traffic."

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

"**401.04 Measurement.**

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

(B) The Engineer will measure asphalt concrete pavement per ton in accordance with the contract documents.

(C) The Engineer will measure leveling course per ton in accordance with the contract documents."

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

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

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

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

(1) 80% of the contract unit price upon completion of submitting a job-mix formula acceptable to the Engineer; preparing the surface, spreading, and finishing the mixture; and compacting the mixture;

(2) 20% of the contract unit price upon completion of cutting samples from the compacted pavement for testing; placing and

compacting the sampled area with new material conforming to the surrounding area; protecting the pavement; and final analysis.

(B) Leveling Course Ton

(1) 80% of the contract unit price upon completion of submitting a job-mix formula acceptable to the Engineer; preparing the surface, spreading, and finishing the mixture; and compacting the mixture;

(2) 20% of the contract unit price upon completion of cutting samples from the compacted pavement for testing; placing and compacting the sampled area with new material conforming to the surrounding area; protecting the pavement; and final analysis.

The Engineer will pay for cold planing in accordance with and under Section 415 – Cold Planing of Existing Pavement.

The Engineer will pay for adjusting existing frames and covers and valve boxes in accordance with and under Section 604 – Manholes, Inlets and Catch Basins and Section 626 – Manholes and Valve Boxes for Water and Sewer Systems.

The Engineer may, in lieu of requiring removal and replacement, use the sliding scale factor to accept HMA pavements compacted below 92.0 percent and above 97.0 percent. The Engineer will make payment for the material in that production day at a reduced price arrived at by multiplying the contract unit price by the pay factor shown in Table 401.05-1.

Table 401.05-1 – Sliding Scale Pay Factor for Compaction

Percent Compaction	Percentage Payment
> 98.0	Removal
97.1 - 98.0	95
92.0 - 97.0	100
90.0 - 91.9	80
<90.0	Removal

"

END OF SECTION 401

SECTION 415 – COLD PLANING OF EXISTING PAVEMENT

Make the following amendments to said Sections:

(I) Amend **Section 415.04 Measurement**, from line 67 to 68 to read as follows:

"**415.04 Measurement.**

(A) Cold Planing will be paid on a lump sum basis. Measurement for payment will not apply.

(B) The Engineer will measure cold planing per square yard in accordance with the contract documents."

(II) Amend **Section 415.05 Payment**, from line 70 to 79 to read as follows:

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

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

	Pay Item	**Pay Unit**
(A)	Cold Planing	Lump Sum

(1) 80 percent of the contract bid price upon completion of removing the indicated thickness and clean and sweep before opening to public traffic;

(2) 20 percent of the contract bid price upon completion of removing the material and disposing of the removed material."

END OF SECTION 415

DIVISION 600 - MISCELLANEOUS CONSTRUCTION

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

SECTION 601 - STRUCTURAL CONCRETE

601.01 Description. This section describes structural concrete consisting of Portland Cement, fine aggregate, coarse aggregate, and water. This will include adding admixtures for the purpose of entraining air, retarding or accelerating set, tinting, and other purposes as required or permitted. To reduce the embodied carbon footprint of concrete, concrete design on the island of Oahu shall include the use of carbon dioxide mineralization or equivalent technology. Other methods to reduce the cement content such as use of supplementary cementitious materials (SCMs) or admixtures such as C-S-H nanoparticle-based strength-enhancing admixture (CSH-SEA) or equivalent may also be used to reduce the embodied carbon footprint including the combination thereof the previously mentioned methods.

601.02 Materials.

Portland Cement	701.01
Fine Aggregate for Concrete	703.01
Coarse Aggregate for Portland Cement Concrete	703.02
Admixtures	711.03
Water	712.01

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

601.03 Construction.

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

Sample, test, and inspect concrete to ensure quality control of component materials and concrete. Sampling and testing for quality control in accordance with standard methods shall be performed by certified ACI Concrete Field Technician Grade I. Perform quality control tests for slump, air content, temperature, and unit weight during production of structural concrete other than concrete for incidental construction. Submit quality control test results.

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

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

The 28-day compressive strength, f'_c, less than 4,000 psi listed in Table 601.03-1 – Design of Concrete, is for design information and designation of class only.

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

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

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

Class A concrete shall be used when type of concrete is not indicated in the contract documents.

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

TABLE 601.03-1 - DESIGN OF CONCRETE (800 Maximum Cement Content lbs./c.y.)					
Class of Concrete	**28-Day Strength** f'_C, psi.	**Minimum Cement Content lbs./c.y.**	**Maximum Water-Cement Ratio, lb./lb.**	**Minimum Cement Content with Mineralized CO2 lbs./c.y.**	**Maximum Water-Cement Ratio with Mineralized CO2 lb./lb.**
A	3000	532	0.59	504	0.62
B	2500	475	0.66	450	0.70
C	2000	418	0.75	396	0.79
D	1500	380	0.85	360	0.87
BD	3750	610	0.49	NA	NA
SEAL	3000	610	0.55	NA	NA
Designated by Strength f'_c or $^*f'_r$	As Specified	610	0.49	NA	NA
$^*f'_r$ = Specified Modulus of Rupture					

Concrete Design – Projects on Oahu will utilize CO_2 Mineralization technology or equivalent. Supplementary cementitious materials (SCMs), CSH-SEA or equivalent or combination thereof the previously mentioned methods may also be used. Concrete design shall allow a reduction of portland cement content while maintaining the concrete design strength, durability and other requirements. See Table 601.03-1 Design of Concrete specified limits for adjusted minimum cement content and water cement ratio when using CO_2 mineralization. Material certifications for the above shall include a list of at least 3 projects that used the technology, SCMs, admixtures or combination thereof.

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

Use coarse aggregate size No. 57 (one inch to No. 4) or No. 67 (3/4 inch to No. 4) for concrete. For concrete placed in bottom slabs and stems of box girders, use No. 67 size aggregate. Smaller size aggregates may be permitted when encountering limited space between forms and reinforcement or between reinforcement when accepted by the Engineer in writing. Maximum aggregate size shall not be greater than 1/3 of the space between reinforcing steel bars or reinforcing steel and the form.

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

TABLE 601.03-2 – STANDARD METHODS

Sampling Fresh Mixed Concrete	AASHTO T 141
Mass Per Cubic Meter (Cubic Foot) Yield and Air Content (Gravimetric) of Concrete	AASHTO T 121
Slump of Hydraulic Cement Concrete	AASHTO T 119
Air Content of Freshly Mixed Concrete by the Pressure Method	AASHTO T 152
Specific Gravity and Absorption of Fine Aggregate	AASHTO T 84
Specific Gravity and Absorption of Coarse Aggregate	AASHTO T 85
Temperature of Freshly Mixed Portland Cement Concrete	ASTM C1064
Making and Curing Concrete Test Specimens in the Field	AASHTO T 23
Compressive Strength of Molded Concrete Cylindrical Specimens	AASHTO T 22 (4 inch by 8 inch or 6 inch by 12 inch cylinders)
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	AASHTO T 97

When concrete is designated by compressive strength, f'_c, or flexural strength, f'_r, or includes CO2 Mineralization technology, CSH-SEA or SCMs, the Engineer will require prequalification of materials and mix proportions proposed for use before placing such concrete. The Engineer will prequalify concrete based on past performance records using statistical computations of population sizes and (n-1) weighting, or trial batch test reports in compliance with computed minimum average strength for material and mix proportions. The Engineer will determine minimum average strength on probability of not more than one in 20 tests falling below specified strength for the following conditions:

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

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

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

The Engineer will analyze performance records to establish standard deviation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Liquid Admixtures. Dispense chemical admixtures, air entraining admixtures, and corrosion inhibiting admixtures in liquid form. Use mechanical dispensers for liquid admixtures with sufficient capacity to measure prescribed quantity for each batch of concrete. Include graduated measuring unit in each dispenser to measure liquid admixtures to within 5 percent, plus or minus, of prescribed quantity for each batch. Read graduations accurately from point of measuring unit, and control proportioning operations to permit visual check of batch accuracy before discharging. Mark each measuring unit clearly for type and quantity of admixture.

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

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

When using liquid admixtures in concrete that is completely mixed in paving or continuous mixers, operate dispensers automatically with batching control equipment. Equip such dispensers with automatic warning system that shall provide visible or audible signals at points where proportioning operations are controlled, when the following occurs:

a. Quantity of admixture measured for each batch of concrete varies from pre-selected dosage by more than 5 percent; or

b. Entire contents of measuring unit from dispenser is not emptied into each batch of concrete.

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

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

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

Provide adequate facilities to ensure that mineral admixtures meeting specified requirements are kept separate from other mineral admixtures and that only specified mineral admixtures are allowed to enter into the work. Provide safe and suitable facilities for sampling mineral admixtures at weigh hopper or in feed line immediately in advance of hopper.

Incorporate mineral admixtures into concrete using equipment conforming requirements for Portland Cement weigh hoppers and charging and discharging mechanisms specified in ASTM C94 and Subsection 601.03(C) - Batching.

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

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

In determining maximum quantity of free water that may be used in concrete, consider mineral admixture and supplementary cementitious materials (SCMs) to be cement.

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

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

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

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

Maintain scale accuracy to 0.5 percent throughout range of use. Design poises to lock to prevent unauthorized change of position. Use scales inspected by the State Measurement Standards Branch of the Department of Agriculture to ensure their continued accuracy. Provide not less than ten 50-pound weights for testing scales.

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

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

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

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

(D) Mixing. Mix concrete in mechanically operated mixers.

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

Charge batches into central or truck mixers so that portion of mixing water enters ahead of cement and aggregates. Deliver uniform flow of water. Place entire amount of batch water in mixer by end of first quarter of mixing period. When mixers with multiple compartment drums are used, time required to transfer material between compartments will be included as mixing time. Use drum rotation speed as designated by manufacturer. If mixing does not produce concrete of uniform and smooth texture, provide additional revolutions at same speed until thorough mixing of each concrete batch is attained. Begin measuring mixing time from time cement, aggregates, and 60 percent of water are in drum. Do not exceed manufacturer's rated capacity for volume of concrete mixed in each batch.

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

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

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

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

Manufacturer's standard metal rating plate shall be attached to each truck mixer, stating maximum rating capacity in terms of volume of mixed concrete for various uses and maximum and minimum mixing speeds. When using truck mixers for mixing, adhere to maximum capacity shown on metal rating plate for volume of concrete in each batch.

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

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

When accepted by the Engineer, hand mixing may be allowed. The entire concrete placement at one location shall not exceed 1/3 cubic yard. It shall be hand mixed on a watertight, level platform. Use no aluminum to construct platform. Measure proper amount of coarse aggregate in measuring boxes and spread on platform. Spread fine aggregate on that coarse aggregate layer. Limit coarse and fine aggregate layers to total depth of one foot. Spread dry cement on this mixture. Turn whole mass not less than two times dry. Add sufficient clean water, distributed evenly. Turn whole mass again, not less than three times, not including placing in carriers or forms.

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

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

Bodies of non-agitating hauling equipment shall be smooth, watertight, metal containers equipped with gates to permit control of concrete discharge. Protect open-topped haul vehicle against weather with cover accepted by the Engineer.

When hauling concrete in non-agitating trucks, complete discharge within 30 minutes after introducing mixing water to cement and aggregates.

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

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

(1) Name of concrete plants.

(2) Serial number of ticket.

(3) Date and truck number.

(4) Name of Contractor.

(5) Specific project, route, or designation of job (name and location), and truck overweight permit number when required.

(6) Specific class or designation of concrete in accordance with contract documents.

(7) Quantity of concrete in cubic yards.

(8) Time of loading batch or mixing of cement and aggregates.

(9) Water added by receiver of concrete and receiver's initials.

(10) Information necessary to calculate total mixing water added by producer. Total mixing water includes free water on aggregates, water, and water added by truck operator from mixer tank.

(11) Readings of non-resettable revolution counters of truck mixers after introduction of cement to aggregates, or introduction of mixing water to cement aggregates.

(12) Supplier's mix number or code.

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

(F) Consistency. Regulate quantity of water used in concrete mixes so that concrete consistency, as determined by AASHTO T 119 test method, is within nominal slump range specified in Table 601.03-3 - Slump for Concrete or as stated on the accepted concrete mix design. If concrete slump exceeds nominal slump, adjust mixture of subsequent batches. If slump exceeds maximum slump, the Engineer will reject concrete unless deemed satisfactory for its use.

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

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

TABLE 601.03-3 - SLUMP FOR CONCRETE

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

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

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

(H) Placing Concrete. Place concrete in accordance with applicable sections.

(I) Finishing Concrete Surfaces. Finish concrete surfaces in accordance with applicable sections.

(J) Curing Concrete. Cure concrete in accordance with applicable sections.

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

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

END OF SECTION 601

SECTION 604 –MANHOLES, INLETS AND CATCH BASINS

604.01 Description. This section describes constructing and reconstructing manholes, inlets, catch basins and other types of drainage structures. This section also describes furnishing, installing, and adjusting steel and cast iron frames and covers. Manholes, inlets, catch basins and other types of drainage structures hereinafter referred to as structures unless otherwise noted.

604.02 Materials.

Structural Concrete	601
Asphalt Filler	702.07
Structure Backfill Material	703.20
Trench Backfill Material	703.21
Clay or Shale Brick	704.01
Concrete Brick	704.02
Joint Filler	705.01
Asphalt	705.06(C)
Mortar for Manhole	705.08
Reinforcing Steel	709.01
Non-Shrink Grout	712.04(A)
Precast Concrete Unit	712.06
Frames, Grates, Covers and Ladder Rungs	712.07
Cullet Materials for Drainage Systems	717.04

604.03 Construction.

(A) General. Excavate and backfill in accordance with Section 206 - Excavation and Backfill for Drainage Facilities.

When furnishing or installing precast units, combined precast and cast-in-place units, or cast-in-place structures in concrete sidewalks or portland cement concrete pavements, form isolation joints between

structures extending into and through concrete sidewalk or portland cement concrete pavement. Install 1/4-inch premolded expansion joint filler in these joints.

For connection of pipe to structures, provide hole 3 inches or larger than outside diameter of pipe through concrete wall and fill space around pipe with non-shrink grout or concrete.

Conform concrete construction to Section 503 - Concrete Structures.

Modify proportioning of concrete in accordance with Section 625 – Sewer System for structures in direct contact with sewage or sewage gases.

Conform reinforcing steel work to Section 602 - Reinforcing Steel.

Use certified welder to do shop and field welding in accordance with Section 501 - Steel Structures.

Furnish and install structures as precast units, combined precast and cast-in-place units, or cast-in-place units. Conform units completed in place to required cast-in-place construction. If precast units or combination of precast and cast-in-place units are used, submit shop drawings and calculations for acceptance by Engineer prior to construction.

Design precast units or combination of precast units and cast-in-place units to most current AASHTO Load and Resistance Factor Design Bridge Design Specifications with subsequent interims. Stamp calculations and shop drawings by a Structural Engineer licensed in State of Hawaii.

Brick and mortar may be used for manhole neck construction.

Dip brick in water prior to laying. Make joints fully mortared and not more than 1/2 inch wide. Finish all completed joints neatly on interior of manhole.

(B) Structures. Finish concrete while concrete is still workable. Remove forms in accordance with Subsection 503.03(D) – Removal of Falsework and Forms.

When height of structure measured from invert to finish grade exceeds four feet:

(1) Install lowest rung 16 inches above invert.

(2) Place rungs at 12 inches on center.

(3) Place top rung not more than 12 inches below finish grade of the frame and cover.

If height of structure is four feet or less, install one rung 16 inches above invert.

Reinforce and construct precast concrete manhole sections in accordance with contract documents and ASTM C 478.

(C) Setting Frames. For cast-in-place structures, set frames in concrete. Tamp fresh concrete around frame.

For precast concrete structures, set frames in full mortar beds. Bring mortar up around bottom of frame.

(D) Excavation and Backfill. Excavate and backfill in accordance with Section 206 - Excavation and Backfill for Drainage Facilities.

(E) Reconstructing Manholes. Reconstruct existing neck of manhole to required elevation. Adjust manhole frame to required grade using brick and mortar. Remove, clean, and paint existing frame and cover with asphaltum paint before reinstallation.

604.4 Measurement. Manholes, inlets, and catch basins, and other types of drainage structure will be paid per each in accordance with contract documents.

Engineer will measure steel frame grates, steel grates, and cast iron frame and cover, and adjusting frame and cover per each in accordance with contract documents, for work on grates, frames, and covers that are not part of a newly constructed or reconstructed drainage structure.

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

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

Pay Item	Pay Unit
Grated Inlet Riser	Each

END OF SECTION 604

SECTION 629 - PAVEMENT MARKINGS

Make the following amendments to said Section:

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

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

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

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

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

"**629.04 Measurement.**

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

The Engineer will measure the transverse markings by the linear foot, per lane, or per each according to the contract.

The Engineer will not measure the crosswalk markings when contracted on a lump sum basis.

The Engineer will not measure the thermoplastic and pavement marking tape when contracted on a lump sum basis.

The Engineer will not measure temporary pavement markings including flexible delineator posts with reflector makers or Type I Barricades and temporary signs installed for the longitudinal guidance of public traffic over reconstructed areas, cold planed surfaces, newly paved surfaces or other unmarked or scarified areas for payment.

The Engineer will measure the temporary pavement markings and temporary signs installed as ordered by the Engineer for special temporary traffic patterns on a force account basis, if the contract specifies payment in the proposal.

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

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

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

(C) The Engineer will measure the painted stripes that are twelve (12) inches wide or less as a single stripe. The Engineer will measure the painted stripes over twelve (12) inches wide as two (2) stripes. The Engineer will measure the double stripes that are twelve (12) inches or

less in total width including the transverse space between the stripes as a single stripe.

The Engineer will not measure the painted pavement striping including curb markings when contracted on a lump sum basis.

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

The Engineer will measure the transverse markings by the linear foot, per lane, per each or per gallon according to the contract.

The Engineer will not measure the crosswalk markings when contracted on a lump sum basis.

The Engineer will measure the curb markings by the linear foot or per gallon according to the contract."

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

"**629.05 Payment.**

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

The Engineer will pay for double four (4) inch striping with a four (4) inch space between stripes at the contract price per linear foot or on a lump sum basis according to the contract.

The Engineer will pay for crosswalk markings at the contract price per lane of traffic marked, per each or on a lump sum basis according to the contract.

The Engineer will pay for pavement arrows (single and multiple heads), symbols, and words at the contract price per each according to the contract.

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

The Engineer will not pay for the temporary pavement markings including flexible delineator posts with reflector markers or Type I

Barricades and temporary signs installed for the longitudinal guidance of public traffic over reconstructed areas, cold planed surfaces, newly paved surfaces or other unmarked or scarified areas for payment if not shown in the proposal separately. The Engineer will consider them incidental to the various contract items.

If the contract specifies payment for temporary pavement markings installed as ordered by the Engineer for special temporary traffic patterns, the Engineer will pay from an allowance for "Temporary Construction Zone Markings".

The Engineer will compute the actual amount paid to the Contractor for force account work according to Subsection 109.06 – Force Account Provisions and Compensation.

If the contact specifies payment for removal of pavement markings under unit price pay items, the Engineer will pay for the accepted quantities at the contract unit prices bid. The prices shall be full compensation for removing such items according to the contract.

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

(C) The Engineer will pay for painted pavement striping at the contract price per linear foot or on a lump sum basis according to the contract.

The Engineer will pay for quantities of crosswalk marking at the contract price per lane of traffic marked, per each or on a lump sum basis according to the contract.

The Engineer will pay for pavement arrows (single or multiple arrow heads), symbols, and words at the contract price per each according to the contract.

The Engineer will pay for the accepted quantities of curb markings at the contract price per linear foot or on a lump sum basis.

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

Pay Item	Pay Unit
8 - Inch Pavement Striping (Type I Tape or Thermoplastic Extrusion)	Linear Foot
12 - Inch Pavement Striping (Type III Tape or	

Thermoplastic Extrusion)	Linear Foot
Crosswalk Marking (Tape, Type III or Thermoplastic)	Linear Foot
Pavement Arrow (Paint, Type I Tape, or Thermoplastic)	Each
Type C Pavement Marker	Each

END OF SECTION 629

SECTION 638 – PORTLAND CEMENT CONCRETE CURB AND GUTTER

Make the following amendments to said Section:

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

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

The Engineer will not measure curb and/or gutter both new and reset when contracted on a lump sum basis.

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

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

The Engineer will measure precast concrete drop curb and driveway curb or cast-in-place integral driveway curb and gutter under the adjacent normal curb and/or gutter."

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

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

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

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

Pay Item	**Pay Unit**
Curb, Type 2DG	Linear Foot

END OF SECTION 638

SECTION 699 – MOBILIZATION

Make the following amendments to said Section:

(I) Amend **699.03 Applicability** by revising from lines 21 to 24 to read as follows:

"**699.03 Applicability.** Maximum bid allowed for this item is an amount not to exceed 6 percent of the sum of all items excluding the bid price of this item."

(II) Amend **699.05 Payment** by revising from lines 44 to 47 to read as follows:

"Mobilization (Not to exceed 6 percent of the sum of all items excluding the bid price of this item) Lump Sum"

END OF SECTION 699

SECTION 702 – BITUMINOUS MATERIALS

Make the following amendments to said Section:

(I) Amend **Subsection 702.06 (Unassigned)** by replacing line 23 to read:

"**702.06 Warm Mix Asphalt (WMA) Additive.** Additives for WMA shall be approved by the Engineer."

END OF SECTION 702

SECTION 712 - MISCELLANEOUS

Make the following amendment to said Section:

(I) Amend **712.07(A) Frame and Cover** from line 98 to line 112 to read as follows:

"**(A) Frame and Cover.** Frame and cover for manhole or handhole shall meet requirements of AASHTO M 306."

(II) Amend **712.07(B) Frame and Grate** from line 114 to line 132 to read as follows:

(B) Frame and Grate. Cast iron frame and grate shall conform to AASHTO M 306, unless steel is specified in the contract documents.

Steel frame and grate shall conform to ASTM A 283/A 283 M, Grade D; ASTM A 27/A 27M, Grade 65-35; or ASTM A 47/A 47 M, Grade 35018. Zinc coating shall be provided in accordance with ASTM A 123/A 123M.

Reinforcing steel for grate shall conform to Subsection 709.01 - Reinforcing Steel. Frame and grate shall be cleaned thoroughly and painted on all sides that will not be imbedded in concrete with one coat of high-grade asphalt conforming to ASTM A 849, Class M, Fully Coated, at shop. Second coat of paint shall be applied on all sides not imbedded in concrete just before the pre-final inspection. Any damage to the zinc-coating of a frame or grate shall be repaired in accordance with ASTM A780 using a Zinc-based solder coating.

Fabricated frame and grate shall be true to line and free of twists, bends, and open joints. Splices will not be allowed. Cut surfaces and edges shall be made smooth by machining or grinding before fabrication of frame and grate.

Size and length of weld shall be as specified in contract documents. Welds shall be free of defects, discontinuities and shall have full penetration."

END OF SUBSECTION 712.07

SECTION 750 – TRAFFIC CONTROL SIGN AND MARKER MATERIALS

Make the following amendments to said Section:

(I) Amend **Subsection 750.01(A)(1) Retroreflectorization** by replacing lines 8 through 31 to read:

"(1) Retroreflectorization. The following shall be retroreflectorized:

(a) Background for illuminated guide signs and exit number panels ("E" designation) with ASTM D 4956 Type XI retroreflective sheeting.

(b) Background for non-illuminated guide signs and exit number panels ("D" designation) with ASTM D 4956 Type XI retroreflective sheeting.

(c) Messages, arrows, and borders of guide signs and exit number panels ("D" and "E" designations) with ASTM D 4956 Type XI retroreflective sheeting.

(d) Regulatory and warning signs, directional signs ("DIR" designation), route and auxiliary markers, shield symbols, yellow "EXIT ONLY" panels, construction warning signs, and barricade rails, completely, with Type III, IV, or IX retroreflective sheeting.

(e) Pedestrian, school, bicycle crossing series, completely with Type IX fluorescent yellow green retroreflective sheeting."

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

"Aluminum sheet shall conform to ASTM B 209, alloy 5052-H38 or 6061-T6 flat sheet."

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

"**(E) Retroreflective Sheeting Materials.** Retroreflective sheeting includes white or colored sheeting having smooth outer surface.

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

The coefficient of retroflection shall meet the minimum requirements of ASTM D 4956 for the type of reflective sheeting specified.

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

Test methods and procedures shall be in accordance with ASTM.

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

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

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/wsd* or contact any of the following DLIR offices:

Oahu (Wage Standards Division).....(808) 586-8777
Hawaii Island .....(808) 974-6464
Maui and Kauai.....(808) 243-5322

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

HONOLULU, HAWAII

P R O P O S A L

6/02/98

PROPOSAL TO THE

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

PROJECT:	**Grated Drop Inlet and Pavement Repair High Street and Main Street**
PROJECT NO.:	**HWY-ME-24-03**
COMPLETION TIME:	**One Hundred Fifty (150) Calendar days from the Start Work Date from the Department.**

DESIGN PROJECT MANAGER:

NAME:	**Mr. Ty Fukuroku**
ADDRESS:	**State of Hawaii Department of Transportation Highways Maui District 650 Palapala Drive Kahului, Hawaii 96732**
PHONE NO.:	**(808)873-3535**
EMAIL:	**ty.h.fukuroku@hawaii.gov**
FAX NO.:	**(808)873-3544**

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.

3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e.. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.

2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.

5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.

6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The bidder acknowledges receipt of and certifies that it has completely examined the following listed items: Hawaii Standard Specifications for Road and Bridge Construction, 2005, the Notice to Bidders, the Special Provisions, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

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

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ _____
(Fill in other acceptable security.)

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

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

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

	Name of Subcontractor	Nature and Scope of Work
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

	Name of Joint contractor	Nature and Scope of Work
1.		
2.		
3.		

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

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

_____
Bidder

By _____
Authorized Signature

_____
Title

_____
Business Address

_____

_____
Email Address

_____
Date

_____
Contact Person (If different from above.)

_____
Phone Number and Email Address

NOTE:

If bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

PREFERENCES

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

A. HAWAII PRODUCTS PREFERENCE

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

B. APPRENTICESHIP PROGRAMS PREFERENCE

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

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

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

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

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

PROPOSAL SCHEDULE					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
202.0100	Removal of Curb and Gutter	13	L.F.	$ _____	$_____
202.0200	Removal of Concrete Collar	23	L.F.	$ _____	$_____
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	L.S.	L.S.	L.S.	$_____
304.0100	Aggregate Base	L.S.	L.S.	L.S.	$_____
401.0100	Hot Mix Asphalt (HMA) Pavement, Mix No. IV	L.S.	L.S.	L.S.	$_____
415.0100	Cold Planing	L.S.	L.S.	L.S.	$_____
604.0100	Grated Inlet Riser	1	Each	$ _____	$_____
629.0200	White 12-inch Pavement Striping (Tape, Type III or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.0300	White 8-inch Pavement Striping (Tape, Type I or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.0400	Crosswalk Marking (Tape, Type III or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.0500	Type C Pavement Marker	3	Each	$ _____	$_____
629.0600	Pavement Arrow (Paint, Type 1 Tape, or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
638.0100	Curb and Gutter (Type 2DG)	13	L.F.	$ _____	$_____
645.1000	Traffic Control	L.S.	L.S.	L.S.	$_____

PROPOSAL SCHEDULE					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
648.0100	Field-Posted Drawings	L.S.	L.S.	L.S.	$_____
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:

A. Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.

B. Bids shall include all Federal, State, County, and other applicable taxes and fees.

C. The SUM OF ALL ITEMS shall be used to determine the lowest responsible bidder.

D. If a discrepancy occurs between the unit bid price and the bid price, the unit bid price shall govern.

E. **Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered.** 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 HIePRO. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with proposal. The record of each bidder and respective bid shall be open to public inspection.**

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

If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified.

PROPOSAL SCHEDULE

The bidder is directed to Subsection 105.16 – Subcontracts.

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

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

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

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Labor and Material Payment Bond

Chapter 104 Compliance Certificate

Certification of Compliance for Employment of State Residents

CONTRACT

THIS AGREEMENT, made this _____ day _____ 20 _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE," and _____ whose business and/or post office address is _____

_____

hereafter referred to as "CONTRACTOR":

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for

or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of _____

DOLLARS ($ _____) as follows:

which sum shall be provided from the following fund(s):

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal, and plans for _____, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within _____ (_____) working days from the date indicated in the notice to proceed from the STATE subject, however, to such extensions as may be provided for under the specifications.

For and in consideration of the covenants, undertaking and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of _____ DOLLARS ($ _____) in lawful money, but not more than such part of the same as is actually earned according to the STATE'S determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract. In any event, extras shall not exceed _____ DOLLARS ($_____) in lawful money and shall be provided from the following fund(s):

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sums of

shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

The CONTRACTOR further agrees to execute the attached non-gratuity affidavit form prior to payment of the final estimate by the STATE.

All words used herein in the singular number shall extend to and include the plural. All words used in the plural uumber shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

By _____
Director of Transportation

By _____

By _____

APPROVED AS TO FORM

_____
Deputy Attorney General

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

_____
(Name and Street Address of Bonding Company)

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

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

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

WHEREAS, the above-bound Principal has signed a Contract with Obligee on _____, for the following project:_____
_____
_____
_____
_____
_____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

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

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____
_
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount

_____DOLLARS
($_____),
(Dollar amount of Contract)

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

- ❑ **Legal Tender**;

- ❑ **Share Certificate** unconditionally assigned to or made payable at sight to _____
_
Description:_____
_____;

- ❑ **Certificate of Deposit**, **No.** _____, dated _____ issued by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Cashier's Check No.** _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Teller's Check No.** _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Treasurer's Check No.** _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Official Check No.** _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

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

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with 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 Obligee, in the amount of _____

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

WHEREAS, the above-bound Principal has signed Contract with the Obligee on _____ for the following project:_____
_____
_____
_____
_____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

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

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

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

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

Signed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

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

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

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount

_____ DOLLARS ($_____),
(Dollar amount of Contract)

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

- ❑ **Legal Tender**;

- ❑ **Share Certificate** unconditionally assigned to or made payable at sight to_____
  Description:_____

- ❑ **Certificate of Deposit, No.** _____, dated _____
  issued by _____
  drawn on _____
  a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Cashier's Check No.** _____, dated _____
  drawn on _____
  a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Teller's Check No.** _____, dated _____
  drawn on _____
  a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Treasurer's Check No.** _____, dated _____
  drawn on _____
  a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Official Check No.** _____, dated _____
  drawn on _____
  a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

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

WHEREAS:

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

_____

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

NOW THEREFORE,

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

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

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

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

Signed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:

   A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and

   B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.

2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this _____ day of _____, 20___.

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

_____
Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this
_____day of_____
Notary signature_____
Notary public, State of _____
My Commission Expires:_____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: ____
Notary Name: _____ _____Circuit
Doc. Description: _____
_____
Notary signature_____
Date _____

PROVISIONS TO BE INCLUDED IN CONSTRUCTION PROCUREMENT SOLICITATIONS

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

   a. "Contract" means contracts for construction under 103D, HRS.

   b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.

   c. "Construction" has the same meaning as in Section 103D-104, HRS.

   d. "General Contractor" means any person having a construction contract with a governmental body.

   e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.

   f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.

   g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

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

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

EXHIBIT 1

b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.

c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.

d. The requirements of this section shall apply to any subcontract of $50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.

e. The Contractor and any Subcontractor whose subcontract is $50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.

1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.

2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.

3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

EXHIBIT 1

f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:

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

2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statues §103D-702.

3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

EXHIBIT 1

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

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter103B, as amended by Act 192, Session Laws of Hawaii 2011–Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)
for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

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

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

CORPORATE SEAL

_____
(Name of Company)

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

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

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

Doc. Date: _____ # of Pages_____ 1st Circuit
Notary Name: _____
Doc. Description: _____
_____
_____

_____
Notary Signature Date
NOTARY CERTIFICATION

EXHIBIT 2