



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

**SPECIAL PROVISIONS
PROPOSAL
CONTRACT AND BOND**

FOR

**ASPHALT PAVEMENT PRESERVATION,
RESURFACING, AND RECONSTRUCTION
AT VARIOUS LOCATIONS**

FEDERAL-AID PROJECT NO. STP-0900(109)

ISLANDS OF MOLOKAI AND LANAI

FY 2025

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

The receiving of bids for **ASPHALT PAVEMENT PRESERVATION, RESURFACING, AND RECONSTRUCTION AT VARIOUS LOCATIONS, ISLANDS OF MOLOKAI AND LANAI, FEDERAL-AID PROJECT NO. STP-0900(109)**, will begin as of the HiePRO Release Date. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on Vendor Registration: <https://hiepro.ehawaii.gov/welcome.html>.

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

HiePRO OFFER DUE DATE & TIME is November 4, 2024, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HiePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection.**

FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION.

The scope of work consists of furnishing all labor, necessary equipment, materials, and traffic control, to perform asphalt pavement preservation, resurfacing, and reconstruction at various locations on an open end, “as needed” basis.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering "A" or Specialty Contractors "C-3" or "C-3a" license **prior to the award of contract.**

A virtual pre-bid conference is scheduled for October 14, 2024, at 9:00 a.m., HST. Please call Microsoft Teams to join the pre-bid conference at 1-808-829-4853, Phone Conference ID: 274 227 935 #. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HiePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HiePRO **no later than October 21, 2024, at 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HiePRO.

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

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

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

Transportation, in accordance with HRS § 103D-701 and Hawaii Administrative Rules § 3-126. The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

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

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

Bidders shall read the Disadvantaged Business Enterprise Requirements, included in this solicitation, which establishes the program requirements pursuant to Title 49, CFR, Part 26, and includes the requirements of certification, method of award, and evidence of good faith. All Bidders shall email Larry D. Hail, Project Manager, at Larry.D.Hail@hawaii.gov, the following: “Disadvantaged Business Enterprise Contract Goal Verification and Good Faith Efforts Documentation for Construction”; “Disadvantaged Business Enterprise Confirmation and Commitment Agreement – Trucking Company”; and “Disadvantaged Business Enterprise Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier”, **no later than November 12, 2024, at 2:00 p.m., HST.** Failure to provide the respective documents

shall be grounds for rejection of bid.

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

For additional information, contact Larry D. Hail, Project Manager, by phone at (808) 873-3535, or by email at Larry.D.Hail@hawaii.gov.

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



ROBIN K. SHISHIDO
Deputy Director of Transportation for Highways

HIePRO RELEASE DATE: October 7, 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.

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

I. GENERAL

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

II. POLICY

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

III. DBE ASSURANCES

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

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

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

IV. BIDDER/OFFEROR RESPONSIBILITIES

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

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

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

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

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

V. PROPOSAL REQUIREMENTS

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

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

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

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

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

VI. COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL

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

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

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

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

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

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

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

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

VII. USE OF JOINT CHECKS UNDER THE DBE PROGRAM

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

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

VIII. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD

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

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

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

IX. ADMINISTRATIVE RECONSIDERATION.

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

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

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

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

X. AWARD OF CONTRACT

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

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

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

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

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

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

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

The written notice by the contractor must include the following:

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

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

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

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

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

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

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

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

XII. CONTRACT COMPLIANCE

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

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

XIII. PAYMENT

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

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

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

XIV. RECORDS

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

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

XV. FAILURE TO COMPLY WITH DBE REQUIREMENTS

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



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

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

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

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

1. DBE contract goal percentage = Contract Dollar Value of the work to be performed by DBE subcontractors and manufacturers, plus 60% of the contract dollar value of DBE suppliers, divided by the sum of all contract items (sum of all contract items is the total amount for comparison of bids less mobilization, force account items, and allowance items).
2. The Department shall adjust the bidder’s/offeror’s DBE contract goal to the amount of the project goal if it finds that the bidder/offeror met the goal but erroneously calculated a lower percentage. If the amount the bidder/offeror submits as its contract goal exceeds the project goal, the bidder/offeror shall be held to the higher goal.

Name of Subcontractor, Supplier, Manufacturer, and Trucking Company	DBE (Y/N)	Bid Item Number and Description	Approx. Quantity/Hours	Unit	Unit Price/Rate	Dollar Amount

A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers	
B. Sum of all work items less mobilization, force account items, allowance items	
A/B = DBE contract goal	

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

Summary of Good Faith Efforts (GFE)

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

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

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE:

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

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

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE:



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

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



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

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

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

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

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

Estimated Beginning Date (Month/Year):	Estimated Completion Date (Month/Year):
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TRUCKING COMPANY:	Item No.	Item Description	Unit	Unit Price / Rate	Amount
				\$	\$
				\$	\$
				\$	\$
TOTAL COMMITMENT AMOUNT					\$

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

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

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

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

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



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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS

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

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

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

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

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

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

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

22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

170
171 **Bid** - See Proposal.

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

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

180

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

185
186 **Blue Book** - EquipmentWatch Cost Recovery (formerly known as
187 EquipmentWatch Rental Rate Blue Book), available from EquipmentWatch, a
188 division of Penton, Inc.

189
190 **Calendar Day** - See Day.

191
192 **Change Order (or Contract Change Order)** - A written order signed by the
193 Engineer issued with or without the consent of the Contractor directing changes in
194 the work, contract time or contract price. The purposes of a change order include,
195 but are not limited to (1) establishing a price or time adjustment for changes in the
196 work; (2) establishing full payment for direct, indirect, and consequential costs,
197 including costs of delay; (3) establishing price adjustment or time adjustment for
198 work covered and affected by one or more field orders; or (4) settling Contractor's
199 claims for direct, indirect, and consequential costs, or for additional contract time,
200 in whole or in part.

201
202 **Completion** - See Substantial Completion and Final Completion.

203
204 **Completion Date** - The date specified by the contract for the completion of all
205 work on the project or of a designated portion of the project.

206
207 **Comptroller** - the Comptroller of the State of Hawaii, Department of Accounting
208 and General Services.

209
210 **Contract** - The written agreement between the Contractor and the State, by which
211 the Contractor shall provide all labor, equipment, and materials and perform the
212 specified work within the contract time stipulated, and by which the State of Hawaii
213 is obligated to compensate the Contractor at the prices set forth in the contract
214 documents.

215
216 **Contract Certification Date** - The Date on which the Deputy Comptroller for the
217 State of Hawaii (or authorized representative) signs the Contract Certification.

218
219 **Contract Completion Date** - The calendar day on which all work on the project,
220 required by the contract, must be completed. See CONTRACT TIME.

221

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

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

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

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

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

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

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

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

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

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

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

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

268

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

271

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

273

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

280

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

285

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

288

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

293

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

297

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

300

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

303

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

307

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

310

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

314

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

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

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

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

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

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

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

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

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

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

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

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

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

361

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

370

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

376

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

379

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

382

383 **Proposal (or Bid)** - The offer of a Bidder, on the prescribed HDOT form, to perform
384 the work and to furnish the labor and materials at the prices quoted.

385

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

387

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

390

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

393

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

397

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

400

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

403

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

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

409

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

413

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

417

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

420

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

425

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

428

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

431

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

434

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

437

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

440

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

446

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

449

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

453

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

456

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

460

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

465

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

468

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

472

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

476

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

481

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

485

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

487

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

491

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

494

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

497

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

500

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

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

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

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

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

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

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

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

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

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

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

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

553

554

555

556

END OF SECTION 101

1 Make this section a part of the Standard Specifications:

2
3 **“SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

4
5
6 **102.01 Prequalification of Bidders.** Prospective bidders shall be capable of
7 performing the work for which they are bidding.

8
9 In accordance with HRS Chapter 103D-310, the Department may require
10 any prospective bidder to submit answers to questions contained in the 'Standard
11 Qualification Questionnaire For Prospective Bidders On Public Works Contracts'
12 furnished by the Department, properly executed and notarized, setting forth a
13 complete statement of the experience of such prospective bidder and its
14 organization in performing similar work and a statement of the equipment proposed
15 to be used, together with adequate proof of the availability of such equipment.
16 Whenever it appears to the Department, from answers to the questionnaire or
17 otherwise, that the prospective bidder is not fully qualified and able to perform the
18 intended work, the Department will, after affording the prospective bidder an
19 opportunity to be heard and if still of the opinion that the bidder is not fully qualified
20 to perform the work, refuse to receive or consider any bid offered by the
21 prospective bidder. All information contained in the answers to the questionnaire
22 shall be kept confidential. Questionnaire so submitted shall be returned to the
23 bidders after serving their purpose.

24
25 No person, firm or corporation may bid where (1) the person, firm, or
26 corporation, or (2) a corporation owned substantially by the person, firm, or
27 corporation, or (3) a substantial stockholder or an officer of the corporation, or (4)
28 a partner or substantial investor in the firm is in arrears in payments owed to the
29 State or its political subdivisions or is in default as a surety or failure to do faithfully
30 and diligently previous contracts with the State.

31
32 **102.02 Contents of Proposal Forms.** The Department will furnish prospective
33 bidders with proposal forms posted in HlePRO stating:

- 34
35 (1) The location,
36
37 (2) Description of the proposed work,
38
39 (3) The approximate quantities,
40
41 (4) Items of work to be done or materials to be furnished,
42
43 (5) A schedule of items, and
44
45 (6) The time in which the work shall be completed.
46

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

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

54 **102.03 Estimated Quantities.** The quantities shown in the contract are
55 approximate and are for the comparison of bids only. The actual quantity of work
56 may not correspond with the quantities shown in the contract. The Department will
57 make payment to the Contractor for unit price items in accordance with the contract
58 for only the following:
59

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

63 (2) Actual quantities of materials furnished, not the estimated quantities.
64

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

71 **102.04 Examination of Contract and Site of Work.** The bidder shall examine
72 carefully the site of the proposed work and contract before submitting a proposal.
73

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

77 (1) The bidder and its Subcontractors have reviewed the contract
78 documents and found them free from ambiguities and sufficient for the
79 purpose intended;
80

81 (2) The bidder and its workers, employees and subcontractors have the
82 skills and experience in the type of work required by the contract documents
83 bid upon;
84

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

90 (4) The basis for the bid figure are solely on the construction contract
91 documents.
92

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

- 95
- 96 (1) The nature and location of the work;
- 97
- 98 (2) The character, quality, and quantity of materials;
- 99
- 100 (3) The difficulties to be encountered; and
- 101
- 102 (4) The kind and amount of equipment and other facilities needed.
- 103

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

113

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

118

119 **102.05 Preparation of Proposal.** The submittal of its proposal shall be on
120 forms furnished by the Department. The bidder shall specify in words or figures:

- 121
- 122 (1) A unit price for each pay item with a quantity given;
- 123
- 124 (2) The products of the respective unit prices and quantities;
- 125
- 126 (3) The lump sum amount; and
- 127
- 128 (4) The total amount of the proposal obtained by adding the amounts of
129 the several items.
- 130

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

134

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

138

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

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

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

155 **102.06 Irregular Proposals.** The Department may consider proposals irregular
156 and may reject the proposals for the following reasons:
157

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

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

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

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

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

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

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

184 **102.07 Proposal Guaranty.** In as much as the contract to be executed is a
185 price-term, open end, or requirements contract under which the contract price or
186 total amount to be paid the Contractor cannot be determined at the time the
187 contract is executed, the proposal guaranty required shall be in the following
188 amounts.

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<u>Proposal</u>	<u>Security Amount</u>
Area 1 – Molokai	\$250,000.00
Area 2 – Lanai	\$150,000.00

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

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

229 The above shall be in the amount of \$250,000.00 for Area 1 – Molokai and
230 \$150,000.00 for Area 2 – Lanai.

231

232 **102.08 Delivery of Proposal.** Bidders shall submit and upload the
233 complete proposal to HlePRO prior to the bid opening date and time.
234 Proposals received after said due date and time shall not be considered. Any
235 additional support documents explicitly designated as confidential and/or
236 proprietary shall be uploaded as a separate file to HlePRO. Do not include
237 confidential and/or proprietary documents with the proposal. The record of
238 each bidder and respective bid shall be open to public inspection. Original (wet ink,
239 hard copy) proposal documents are not required to be submitted. **Contract award**
240 **shall be based on evaluation of proposals submitted and uploaded to**
241 **HlePRO.**

242

243 **FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE**
244 **GROUND FOR REJECTION OF THE BID.**

245

246 If there is a conflict between the specification document and the HlePRO
247 solicitation, the specifications shall govern and control, unless otherwise specified.

248

249 **102.09 Withdrawal or Revision of Proposals.** Bids may be modified or
250 withdrawn prior to the bid opening date and time. Withdrawal or revision of
251 proposal shall be completed, submitted, and uploaded to HlePRO prior to the bid
252 opening date and time.

253

254 **102.10 Public Opening of Proposals.** Not applicable.

255

256 **102.11 Disqualification of Bidders.** The Department may disqualify a bidder
257 and reject its proposal for the following reasons:

258

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

261

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

265

266 (3) Lack of proposal guaranty.

267

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

269

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

272

273 (6) Submittal of an irregular proposal in accordance with Subsection
274 102.06 - Irregular Proposals.

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- (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.

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

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

(A) General. When brand names of materials or equipment are specified in the contract documents, they are to indicate a quality, style, appearance, or performance and not to limit competition. The bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualification of such proposed alternate brands shall be submitted via email to the Contact person listed in HlePRO for the solicitation and also post a question in HlePRO under the question/answer tab referencing the email with the request. The request must be posted in HlePRO no later than 20 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 102.16 – 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.

102.14 Preferences. Preferences shall not apply to this project.

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102.15 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).

102.16 Addenda. Addenda issued shall become part of the contract documents. Addenda to the bid documents will be provided to all prospective bidders via HlePRO. 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

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

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

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

11
12 The “Buy America” provisions in the Surface Transportation Assistance Act
13 of 1982 is applicable to Federal-aid projects. Bidders may submit a bid based
14 upon the furnishing and use of domestic steel or foreign steel. Manufacturing
15 processes for domestic steel shall occur in the United States.

16
17 The Department reserves the right to reject proposals, waive technicalities
18 or advertise for new proposals, if the rejection, waiver, or new advertisement
19 favors the Department.
20

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

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

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

44 FORM A6, TAX CLEARANCE CERTIFICATE, is available at the
45 following website:
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<https://tax.hawaii.gov/>

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

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

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

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

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

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

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.
Bidder shall submit directly to the DLIR. The approved certificate may then be
submitted to the Department.

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

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

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

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

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

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

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

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

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

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

131
132 **(a)** Legal tender;

133
134 **(b)** Surety bond underwritten by a company licensed to issue bonds in
135 the State of Hawaii; or

136
137 **(c)** A certificate of deposit; share certificate; cashier's check; treasurer's
138 check, teller's check drawn by, or a certified check accepted by and payable

139 on demand to the State by a bank savings institution or credit union insured
140 by the Federal Deposit Insurance Corporation (FDIC) or the National Credit
141 Union Administration (NCUA).

- 142
- 143 1. The bidder may use these instruments only to a maximum of
144 \$100,000.
 - 145
 - 146 2. If the required security or bond amount totals over \$100,000
147 more than one instrument not exceeding \$100,000 each and issued
148 by different financial institutions shall be acceptable.

149

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

153

154 The contract bond required shall be furnished by the Contractor for the term
155 of the contract (12 months). The bond of the contract shall be submitted to the
156 State, or such additional time as may be granted by the State. Such bond for each
157 extended year may be extensions of the original bond by endorsements thereto.

158

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

164

165 <u>Proposal</u>	165 <u>Security Amount</u>
166 Area 1 – Molokai	166 \$5,000,000.00
167 Area 2 – Lanai	167 \$3,000,000.00

168

169

170 The Contractor shall submit the required contract bond(s) together with the
171 signed contract in accordance with Section 103.06 Execution of Contract.

172

173 The above amounts represent the performance and payment bond amounts
174 required for the initial term of the contract. If work orders issued during the initial
175 contract term exceed the original bond requirements, the procurement officer shall
176 require additional performance and payment bonds to cover said work orders.

177

178 If the contract is extended beyond the initial term, the State shall require
179 new bonds for each subsequent term. Such performance and payment bonds for
180 each subsequent term, may be extensions of the original bond(s) by endorsements
181 thereto, provided that, as to any claims which may have arisen or may arise while
182 said bonds were in effect, said bonds shall remain in full force and effect.

183

184 The performance and payment bond amounts may be reduced upon written
185 determination by the head of the purchasing agency, if it is deemed to be in the
186 best interest of the State.

187
188 **103.06 Execution of the Contract.** The contract, contract performance and
189 payment bonds, and HRS Chapter 104 Compliance Certificate, shall be executed
190 by the successful bidder and returned within ten (10) days or within such further
191 time as the Department may allow after the bidder has received the contract for
192 execution. The contract shall not bind the State in any way unless said contract
193 has been fully and properly executed by all the parties thereto, the Comptroller has
194 endorsed thereon its certificate that there is available an unexpended appropriation
195 over and above all outstanding contracts, sufficient to cover the amount required
196 by the contract, and the fully executed contract is received by the Contractor. If the
197 Contractor fails to execute the contract and file acceptable bond(s) within ten (10)
198 days, or within such further time as the Department may allow, the Department
199 may cancel the award and award the contract to the next lowest, responsive and
200 responsible bidder. The Department may recover its damages against the bid
201 security as described in Subsection 102.07 herein.

202
203 **103.07 Failure to Execute Contract.** Failure to execute the contract and file
204 acceptable bonds shall be cause for the cancellation of the award in accordance
205 with Subsection 103.06 - Execution of the Contract. Also, the Contractor forfeits
206 the proposal guaranty which becomes the property of the Department. This is not
207 a penalty, but liquidated damages sustained by the State. The Department may
208 then make award to the next lowest responsible and responsive bidder, or the
209 Department may readvertise and construct the work under contract.”

210
211
212
213
END OF SECTION 103

1 **SECTION 104 – SCOPE OF WORK**

2
3 Make the following amendment to said Section:

4
5
6 **(I) Amend Subsection 104.01 - Intent of Contract, Duty of Contractor** by
7 adding the following after line 10:

8
9 “Refer to Section 110 – ASPHALT PAVEMENT PRESERVATION,
10 RESURFACING, AND RECONSTRUCTION AT VARIOUS LOCATIONS
11 for further description of work.”

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

14
15 **“104.06 Methods of Price Adjustment.**

16
17 **(A)** Any adjustment in the contract price pursuant to a change or claim
18 shall be made in one or more of the following ways:

19
20 **(1)** By written agreement on a fixed price adjustment before
21 commencement of the pertinent performance.

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

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

32
33 **(4)** In any other lawful manner as the parties may mutually agree
34 upon before commencement of the pertinent performance.

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

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

44
45 **(7)** In the absence of agreement by the parties:
46

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

57
58 (b) For change orders with value exceeding \$50,000 by a
59 unilateral determination by the Engineer of the costs
60 attributable to the events or situations with adjustment of profit
61 and fee, all as computed by the Engineer in accordance with
62 applicable sections of HAR Chapters 3-123 and 3-126, and
63 Section 109.05 - Allowances for Overhead and Profit. When
64 a unilateral determination has been made, a unilateral change
65 order shall be issued within ten days. Upon receipt of the
66 unilateral change order, if the Contractor does not agree with
67 any of the terms or conditions, or the adjustment or non-
68 adjustment of the contract time or contract price, the
69 Contractor shall file a notice of intent to claim within thirty days
70 after the receipt of the written unilateral change order. Failure
71 to file a protest within the time specified shall constitute
72 agreement on the part of the Contractor with the terms,
73 conditions, amounts, and adjustment or non-adjustment of the
74 contract time or the contract price set forth in the unilateral
75 change order.

76
77 A Contractor shall be required to submit cost or pricing data if any
78 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,
79 Subchapter 15. A fully executed change order or other document permitting
80 billing for the adjustment in price under any method listed in Subsections
81 104.06(A)(1) through 104.06(A)(7) shall be issued within ten days after agreement
82 on the method of adjustment."
83

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

86
87 **(4)** The Contractor shall contact the Hawaii One Call Center at 811 prior
88 to any excavation in a public right of way or on private property."
89

90 **(IV) Amend Subsection 104 - Scope of Work** by adding the following after line
91 318:
92

93 **“104.13 Performance of Work.** The Contractor shall perform work satisfactorily
94 in the judgment of the Engineer during the contract period. If it appears at any time
95 that the work contracted to be performed is not satisfactory, the Engineer may
96 require the Contractor to furnish and place in operation such additional force and
97 equipment as the Engineer shall deem necessary to bring the work up to
98 satisfactory status. In case the Contractor fails to comply after five working days
99 from the date of receipt of such a written order from the Engineer, the Engineer
100 may employ a working force and equipment and charge the Contractor for the
101 reasonable cost thereof including depreciation for equipment or he may terminate
102 the contract.

103
104 **104.14 Contract to be Open-Ended.** The requirement for service to be
105 furnished by the Contractor will be on an “as-needed” basis as called for in these
106 specifications at the applicable unit price bid during the term of this contract and in
107 such numbers as may be required by the State. The unit price bid indicated by the
108 Contractor shall be applicable and binding under the terms of this contract.

109
110 Payment for services will be made by purchase order.”

111
112
113
114
115

END OF SECTION 104

1 **SECTION 105 – CONTROL OF WORK**

2
3 Make the following amendments to said Section:

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

7
8 **“105.01 Authority.**

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

- 14 **(1)** Interpretation of the contract documents.
- 15
- 16 **(2)** Acceptability of the materials furnished, and work performed.
- 17
- 18 **(3)** Manner of performance and rate of progress of the work.
- 19
- 20 **(4)** Acceptable fulfillment of the contract on the part of the
- 21 Contractor.
- 22
- 23 **(5)** Compensation under the contract.
- 24
- 25

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

28
29 The Engineer may delegate specific authority to act for the Engineer
30 to a specific person or persons. Such delegation of authority shall be
31 established in writing and shall become effective upon delivery to the
32 Contractor.

33
34 **(B) Authority of the Inspectors.** Inspectors, as a representative of the
35 Engineer or other agencies, will inspect the work done and materials
36 furnished. Such inspection may extend to the preparation, fabrication, or
37 manufacture of the materials to be used. The Inspector does not have
38 authority vested in the Engineer unless specifically delegated in writing.
39 The Inspector may not alter or waive the provisions of the contract, issue
40 instructions contrary to the contract, or act as agent or representative of the
41 Contractor.

42
43 Failure of an Inspector at any time to reject non-conforming work
44 shall not be considered a waiver of the State’s right to require work in strict
45 conformity with the contract documents as a condition of final acceptance.
46

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

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

55
56 **“105.02 Submittals.** The contract contains the description of various items that
57 the Contractor must submit to the Engineer for review and acceptance. The
58 Contractor shall review all submittals for correctness, conformance with the
59 requirements of the contract documents and completeness before submitting them
60 to the Engineer. The submittal shall indicate the contract items and specifications
61 subsections for which the submittal is provided. The submittal shall be legible and
62 clearly indicate what portion of the submittal is being submitted for review. The
63 Contractor shall provide six copies of the required submissions at the earliest
64 possible date.”

65
66 **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**
67 **Provisions** to read as follows:

68
69 **“(A) Furnishing Drawings and Special Provisions.** The State will
70 furnish the Contractor an electronic set of the special provisions and plans.”

71
72 **(IV) Amend 105.11 – Inspection of the Work and Materials** by adding the
73 following paragraph after line 366:

74
75 All materials generated within the project site are considered solid
76 waste. Solid waste shall be disposed of in accordance with Hawaii State
77 Law HAR 11-58.1 and HRS Section 342H to the facility listed on the Solid
78 Waste Disclosure Form. The contractor shall request and receive written
79 approval from the Engineer before reusing any material in any other way
80 than disposal.

81
82 **(V) Amend Subsection 105.14(D) – No Designated Storage Area** from lines
83 421 to 432 to read as follows:

84
85 **“(D) No Designated Storage Area.** If no storage area is designated
86 within the contract documents, materials and equipment may be stored
87 anywhere within the State highway right-of-way, provided such storage and
88 access to and from such site, within the sole discretion of the Engineer,
89 does not create a public or traffic hazard or an impediment to the movement
90 of traffic.”

91

92 **(VI)** Amend **Subsection 105.16(B) – Substituting Subcontractors** from line
93 487 to line 494 to read:

94

95 **(B) Substituting Subcontractors.** Under HRS Chapter 103D-302, the
96 Contractor is required to list the names of persons or firms to be engaged
97 by the Contractor as a subcontractor or joint contractor in the performance
98 of the contract. No subcontractor may be added or deleted, unless
99 authorized by the Engineer.

100

101

102

103

104

END OF SECTION 105

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

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **106.04 – Material Sample** by revising lines 42 to 48 to read as
6 follows:

7
8 **“106.04 Contractor Sampling and Testing.** Acceptance Sampling and
9 Testing by Contractor with Verification by District or County, or their designated
10 agents.

11
12 **(A) Contractor Sampling and Testing.**

13
14 The Contractor shall provide to the Department a testing plan for
15 each material. The testing plan shall be submitted prior to the beginning
16 of production or placement of the material.

17
18 The laboratory the contractor uses for testing needs to be
19 AASHTO re:source (Formerly AMRL) accredited or a comparable
20 laboratory accreditation program approved by Federal Highway
21 Administration (FHWA), with testing personnel qualified under the
22 Personnel Qualification Program, in the test methods used for the testing.
23 Documentation showing the accreditation needs to be submitted to the
24 HDOT Construction office responsible for the project and Materials
25 Testing and Research Branch (MTRB) before any testing occurs.

26
27 **(1)** Project specifications shall specify minimum quantity of
28 tests required for Contractor Sampling and Testing. Except as
29 otherwise specified, minimum sampling and testing shall be in
30 accordance with the requirements shown on the most current
31 Sampling and Testing Guide for Acceptance and Verification
32 (Appendix 3). Sampling location shall be as indicated on the
33 Sampling and Testing Guide for Acceptance and Verification.

34
35 **(2)** Project specifications shall require the Contractor to
36 designate a Quality Control (CQC) Manager, who shall be
37 responsible for managing, controlling, and documenting all
38 activities to ensure material compliance with the contract plans and
39 specifications.

40
41 **(3)** Project specifications shall require the Contractor to prepare
42 and submit a Quality Control Plan for projects over \$1,000,000.

43
44 **(4)** Samples shall be selected by the random sampling method
45 according to ASTM D 3665, Random Sampling of Construction
46 Materials.

48 (5) The Project Engineer shall transmit the Design Contractor's
49 test results with the yellow sample card (Form MTRB CJC 2 or
50 CJC-2a — Appendix 2) to MTRB.
51

52 **(B) Verification Sampling and Testing.**
53

54 (1) To validate product quality, Verification Sampling and
55 Testing shall be performed by qualified sampling and testing
56 personnel employed by the State or County or its designated
57 agent, excluding qualified sampling and testing personnel
58 employed by the Contractor. When the Contractor and State or
59 County test results differ by more than the allowable standards
60 established by MTRB, dispute resolution procedures shall be
61 followed.
62

63 (2) Frequency of Verification Sampling and Testing shall be a
64 minimum of 10 percent of the Contractor Sampling and Testing
65 requirements. Frequency may be increased by the State or the
66 County based on a history of dissimilar test results between
67 Contractor and Verification testing.
68

69 (3) Verification samples shall be random samples (ASTM D
70 3665) taken at the same general location of the Design-
71 Contractor's sample.
72

73 (4) Verification samples or test data shall be transmitted with
74 the blue sample card (Form MTRB VJC-3 or VJC 3a — Appendix
75 2) to MTRB.
76

77 **(C) Dispute Resolution Procedures.** Conflicts between the Engineer
78 and the Contractor, resulting from discrepancies in testing or non-test-
79 related material quality disputes, shall be resolved by using the steps
80 outlined below. Non-test-related disputes may include such items as
81 segregation, workmanship, flushing, open joints, non-uniform mats, and
82 other issues. If mutually agreed to by the disputed parties, other forms of
83 resolution may be used. Any deviations from the following procedures
84 shall be agreed to in writing.
85

86 (1) Case I: Test Related Disputes:
87

88 (a) Step I: Project Investigation.
89

90 Personnel responsible for the Contractor
91 Sampling and Testing and Verification Sampling and
92 Testing shall review sampling procedures, testing
93 procedures, testing equipment, and computations.
94 The intent of this investigation is to ensure that

95 proper procedures are followed, equipment used is
96 properly calibrated and functioning, and
97 computational errors are ruled out. If problems are
98 found, corrective action shall be taken.
99

100 If Step I does not resolve conflict, procedures
101 in Step II shall be followed.

102
103 **(b)** Step II: Third Party Investigation.
104

105 Third party shall be the MTRB or a non-
106 Highways Division laboratory designated by the
107 Engineer. The MTRB shall be viewed as an
108 “unbiased” third party, although technically not totally
109 independent. The designated non-Highways Division
110 laboratory shall be accredited in the applicable test
111 by the AASHTO Accreditation Program or a
112 comparable laboratory accreditation program
113 approved by Federal Highway Administration
114 (FHWA), with testing personnel qualified under the
115 Personnel Qualification Program. The non-Highways
116 Division laboratory third party shall not, in any way,
117 be involved in the Contractor Sampling and Testing,
118 Verification Sampling and Testing, or IA Sampling
119 and Testing on the disputed project.
120

121 Designated third party shall examine the
122 following:
123

124 **(i)** Past similar/dissimilar comparisons for
125 the disputed item to identify any particular
126 trends.
127

128 **(ii)** Results of the project-level
129 investigation.
130

131 **(iii)** Results of the Independent Assurance
132 Program.
133

134 A sample shall be split among the Contractor,
135 Engineer, and third party to compare test results.
136 Third party may perform additional verification
137 testing, at the project-level investigation, as
138 necessary.
139

140 Results obtained from split samples or new
141 samples and verification testing shall be evaluated to

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decide whether initial test results obtained by the Contractor or the Engineer more accurately represent the particular material property. Third party shall submit a written report describing dispute, all subsequent actions, and final recommendation.

If this investigation shows that the Engineer's tests are correct, the Contractor shall pay for the cost of the third party investigation. Similarly, if the investigation shows that the Contractor's tests are correct, the Engineer will pay the cost of the third party investigation.

(2) Case II: Non-Test Related Disputes:

(a) Step I: Project Investigation.

The Contractor and the Engineer will jointly quantify the dispute (e.g., the area of segregation, etc.), its severity, and impact on facility performance. When testing is required to assist in dispute resolution, all parties shall agree to the sampling and testing plan, testing agency, and disposition of these findings before starting.

If Step I does not resolve dispute to the satisfaction of all parties within a previously agreed time, procedures in Step II shall be followed.

(b) Step II: Third Party Investigation.

Resolution shall be arbitrated by an unbiased third party designated by the Engineer. Third party shall submit a written report describing dispute, all subsequent required actions, and final recommendation.

When disputes are resolved by an unbiased third party, the Engineer and the Contractor shall share cost of third party investigation. Conclusions and recommendations made by any unbiased third party shall be binding.

(D) Submittals. Acceptance, Contractor, and Verification Test data, and any Dispute Resolution reports shall be submitted to MTRB. MTRB will review all project test data to ensure that materials incorporated in construction work conform to approved plans and specifications. Based

189 on this information, MTRB will issue a materials certification to FHWA for
190 each construction project that is subject to FHWA construction oversight
191 activities (see Section VII).”
192

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

195
196 “Any deviations will be subject to Subsection 102.13 – Substitution of Materials
197 and Equipment Before Bid Opening.”
198

199

200

201

202

203

END OF SECTION 106

1 **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**
2

3 Make the following amendments to said Section:
4

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

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

17 The Certificate of Insurance shall contain: a clause that it is agreed
18 that any insurance maintained by the State of Hawaii will apply in excess
19 of, and not contribute with, insurance provided by this policy; and shall be
20 accompanied by endorsement form CG2010 or equivalent naming the
21 State as an additional insured to the policy which status shall be
22 maintained for the full period of the contract until final acceptance of the
23 work by State.
24

25 The Contractor shall obtain all required insurance as part of the
26 contract price. Where there is a requirement for the State of Hawaii and
27 its officers and employees to be named as additional insureds under any
28 Contractor’s insurance policy, before the State of Hawaii issues the Notice
29 to Proceed, the Contractor shall obtain and submit to the Engineer a
30 Certificate of Insurance and a written policy endorsement that confirms the
31 State of Hawaii and its officers and employees are additional insureds for
32 the specific State project number and project title under such insurance
33 policies. The written policy endorsement must be issued by the insurance
34 company insuring the Contractor for the specified policy type or by an
35 agent of such insurance company who is vested with the authority to issue
36 a written policy endorsement. The insurer’s agent shall also submit
37 written confirmation of such authority to bind the insurer. Any delays in
38 the issuance of the Notice to Proceed attributed to the failure to obtain the
39 proof of the State of Hawaii and its officers and employees’ additional
40 insured status shall be charged to the Contractor.
41

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

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

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

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

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

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

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

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

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

- 111 (a) Products - Completed/Operations Aggregate,
- 112
- 113 (b) Personal & Advertising Injury, and
- 114
- 115 (c) Bodily Injury & Property Damage
116

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

123 (4) **Builders Risk For All Work.** The Contractor shall take out
124 a policy of builder's risk insurance for the full replacement value of
125 the project work; from a company licensed or otherwise authorized
126 to do business in the State of Hawaii; naming the State as an
127 additional insured under each policy; and covering all work, labor,
128 and materials furnished by such Contractor and all its
129 subcontractors against loss by fire, windstorm, tsunamis,
130 earthquakes, lightning, explosion, other perils covered by the
131 standard Extended Coverage Endorsement, vandalism, and
132 malicious mischief. Refer to SPECIAL CONDITIONS for any
133 additional requirements."
134
135
136
137

END OF SECTION 107

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

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

4
5
6 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the
7 Contractor.

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

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

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

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

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

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

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

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

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

- 52
- 53 (1) List of the Superintendent and other Supervisory Personnel, and
54 their contact information.
 - 55
 - 56 (2) Name of person(s) authorized to sign for the Contractor.
 - 57
 - 58 (3) Work Schedule including hours of operation.
 - 59
 - 60 (4) Initial Progress Schedule (See Subsection 108.06 – Progress
61 Schedule).
 - 62
 - 63 (5) Water Pollution and Siltation Control Submittals, including Site-
64 Specific Best Management Practice Plan.
 - 65
 - 66 (6) Solid Waste Disposal form.
 - 67
 - 68 (7) Tax Rates.
 - 69
 - 70 (8) Insurance Rates.
 - 71
 - 72 (9) Certificate of Insurance, satisfactory to the Engineer, indicating that
73 the Contractor has in place all insurance coverage required by the contract
74 documents.
 - 75
 - 76 (10) Schedule of agreed prices.
 - 77
 - 78 (11) List of suppliers.
 - 79
 - 80 (12) Traffic Control Plan, if applicable.

81

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

88

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

92

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

98 **108.05 Contract Time.**
99

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

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

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

126 **(1) Changes in the Work, Additional Work, and Delays**
127 **Caused by the State.** If the Contractor believes that an extension
128 of time is justified on account of any act or omission by the State and
129 is not adequately provided for in a field order or change order, it must
130 request the additional time as provided above. At the request of the
131 Engineer, the Contractor must show how the critical path will be
132 affected and must also support the time extension request with
133 schedules, as well as statements from its subcontractors, suppliers,
134 or manufacturers, as necessary. Claims for compensation for any
135 altered or additional work will be determined pursuant to Subsection
136 104.02 – Changes.
137

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

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

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

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

- 170 1. State specifically the reason or reasons for the
171 delay and fully explain in a detailed chronology how the
172 delay affects the critical path.
- 173 2. Include copies of pertinent documentation to
174 support the time extension request.
- 175 3. Cite the anticipated period of delay and the time
176 extension requested.
- 177 4. State either that the above circumstances have
178 been cleared and normal working conditions restored
179 as of a certain day or that the above circumstances will
180 continue to prevent completion of the project.
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(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

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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.

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

279 **108.06 Progress Schedules.**
280

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

287 Schedule submittals shall be as follows:
288

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

297 (a) The major features of work, such as but not limited to
298 BMP installation, grubbing, roadway excavation, structure
299 excavation, structure construction, shown in the chronological
300 order in which the Contractor proposes to work that feature or
301 work and its location on the project. The schedule shall
302 account for normal inclement weather, unusual soil or other
303 conditions that may influence the progress of the work,
304 schedules, and coordination required by any utility, off or on-
305 site fabrications, and other pertinent factors that relate to
306 progress;
307

308 (b) All features listed or not listed in the contract
309 documents that the Contractor considers a controlling factor
310 for the timely completion of the contract work.
311

312 (c) The time span and sequence of the activities or events
313 for each feature, and its interrelationship and
314 interdependencies in time and logic to other features in order
315 to complete the project.
316

317 (d) The total anticipated time necessary to complete work
318 required by the contract.
319

- 320 (e) A chronological listing of critical intermediate dates or
321 time periods for features or milestones or phases that can
322 affect timely completion of the project.
- 323
- 324 (f) Major activities related to the location on the project.
- 325
- 326 (g) Non-construction activities, such as submittal and
327 acceptance periods for shop drawings and material,
328 procurement, testing, fabrication, mobilization, and
329 demobilization or order dates of long lead material.
- 330
- 331 (h) Set schedule logic for out of sequence activities to
332 retain logic. In addition, open ends shall be non-critical.
- 333
- 334 (i) Show target bars for all activities.
- 335
- 336 (j) Vertical and horizontal sight lines both major and minor
337 shall be used as well as a separator line between groups. The
338 Engineer will determine frequency and style.
- 339
- 340 (k) The file name, print date, revision number, data and
341 project title and number shall be included in the title block.
- 342
- 343 (l) Have columns with the appropriate data in them for
344 activity ID, description, original duration, remaining duration,
345 early start, early finish, total float, percent complete,
346 resources. The resource column shall list who is responsible
347 for the work to be done in the activity. These columns shall
348 be to the left of the bar chart.
- 349
- 350 **(2) For Contracts Which Have A Contract Amount More Than**
351 **\$2,000,000 Or Having A Contract Time Of More Than 100**
352 **Working Days Or 140 Calendar Days.** For contracts which have a
353 contract amount more than \$2,000,000 or contract time of more than
354 100 working days or 140 calendar days, the Contractor shall submit
355 a Timed-Scaled Logic Diagram (TSLD) meeting the following
356 requirements and having these essential and distinctive elements:
- 357
- 358 (a) The information and requirements listed in Subsection
359 108.06(A)(1) – For Contracts \$2,000,000 or Less or For
360 Contract Time 100 Working Days or 140 Calendar Days or
361 Less.
- 362
- 363 (b) Additional reports and graphics available from the
364 software as requested by the Engineer.
- 365

- 366 (c) Sufficient detail to allow at least weekly monitoring of
367 the Contractor and subcontractor's operations.
368
369 (d) The time scaled schematic shall be on a calendar or
370 working days basis. What will be used shall be determined by
371 how the contract keeps track of time. It will be the same. Plot
372 the critical calendar dates anticipated.
373
374 (e) Breakdown of activity, such as forming, placing
375 reinforcing steel, concrete pouring and curing, and stripping in
376 concrete construction. Indicate location of work to be done in
377 such detail that it would be easily determined where work
378 would be occurring within approximately 200 feet.
379
380 (f) Latest start and finish dates for critical path activities.
381
382 (g) Identify responsible subcontractor, supplier, and others
383 for their respective activity.
384
385 (h) No individual activity shall have duration of more than
386 20 calendar days unless requested and approved by the
387 Engineer.
388
389 (i) All activities shall have work breakdown structure
390 codes and activity codes. The activity codes shall have
391 coding that incorporates information for phase, location, who
392 is responsible for doing work and type of operation and activity
393 description.
394
395 (j) Incorporate all physical access and availability
396 restraints.

397
398 **(B) Inspection and Testing.** All schedules shall provide reasonable
399 time and opportunity for the Engineer to inspect and test each work activity.
400

401 **(C) Engineer's Acceptance of Progress Schedule.** The submittal of,
402 and the Engineer's receipt of any progress schedule, shall not be deemed
403 an agreement to modify any terms or conditions of the contract. Any
404 modifications to the contract terms and conditions that appear in or may be
405 inferred from an acceptable schedule will not be valid or enforceable unless
406 and until the Engineer exercises discretion to issue an appropriate change
407 order. Nor shall any submittal or receipt imply the Engineer's approval of
408 the schedule's breakdown, its individual elements, any critical path that may
409 be shown, nor shall it obligate the State to make its personnel available
410 outside normal working hours or the working hours established by the
411 Contract in order to accommodate such schedule. The Contractor has the

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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.

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

- 460
461 (a) Quantity, type, make, and model of equipment.
462
463 (b) The manpower to do the work, specifying worker
464 classification.
465
466 (c) The production rate per eight-hour day, or the working
467 hours established by the contract documents needed to meet
468 the time indicated on the schedule. If the production rate is
469 not for eight hours, the number of working hours shall be
470 indicated.

471
472 (6) Two sets of color time-scaled project evaluation and review
473 technique charts ("PERT") using the activity box template of Logic –
474 Early Start or such other template designated by the Engineer.
475

476 If the contract documents establish a sequence or order for the work,
477 the initial progress schedule shall conform to such sequence or order.
478

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

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

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

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

506
507 **(F) Float.** All float appearing on a schedule is a shared commodity.
508 Float does not belong to or exist for the exclusive use or benefit of either
509 the State or the Contractor. The State or the Contractor has the opportunity
510 to use available float until it is depleted. Float has no monetary value.

511
512 **(G) Scheduled Meetings.** The Contractor shall meet on a bi-weekly
513 basis with the Engineer to review the progress schedule. The Contractor
514 shall have someone attending the meeting that can answer all questions on
515 the TSLD and other schedule related submittals.

516
517 **(H) Accelerated Schedule; Early Completion.** If the Contractor
518 submits an accelerated schedule (shorter than the contract time), the
519 Engineer's review and acceptance of an accelerated schedule does not
520 constitute an agreement or obligation by the State to modify the contract
521 time or completion date. The Contractor is solely responsible for and shall
522 accept all risks and any delays, other than those that can be directly and
523 solely attributable to the State, that may occur during the work, until the
524 contract completion date. The contract time or completion date is
525 established for the benefit of the State and cannot be changed without an
526 appropriate change order or Substantial Completion granted by the State.
527 The State may accept the work before the completion date is established,
528 but is not obligated to do so.

529
530 If the TSLD indicates an early completion of the project, the
531 Contractor shall, upon submittal of the schedule, cooperate with the
532 Engineer in explaining how it will be achieved. In addition, the Contractor
533 shall submit the above explanation in writing which shall include the State's
534 part, if any, in achieving the early completion date. Early completion of the
535 project shall not rely on changes to the Contract Documents unless
536 approved by the Engineer.

537
538 **(I) Contractor Responsibilities.** The Contractor shall promptly
539 respond to any inquiries from the Engineer regarding any schedule
540 submission. The Contractor shall adjust the schedule to address directives
541 from the Engineer and shall resubmit the TSLD package to the Engineer
542 until the Engineer finds it acceptable.

543
544 The Contractor shall perform the work in accordance with the
545 submitted TSLD. The Engineer may require the Contractor to provide
546 additional work forces and equipment to bring the progress of the work into
547 conformance with the TSLD at no increase in contract price or contract time
548 whenever the Engineer determines that the progress of the work does not
549 insure completion within the specified contract time.

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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

595 may be available to the State, the Contractor shall pay liquidated damages to the
596 State, in the amount of \$ 2,500 per working day.

597

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

602

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

606

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

613

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

616

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

619

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

623

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

630

631 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In
632 addition to all other remedies available to the State for Contractor's breach of the
633 terms of the contract, the Engineer will assess the rental fees in the amount of
634 \$500 for every one- to fifteen-minute increment for each roadway lane closed to
635 public use or occupied beyond the time periods authorized in the contract or by the
636 Engineer. The maximum amount assessed per day shall be \$5,000. The State
637 may, at its discretion, deduct the amount from monies due or that may become
638 due under the contract. The rental fee may be waived in whole or part if the
639 Engineer determines that the unauthorized period of lane closure or occupancy

640 was due to factors beyond the control of the Contractor. Equipment breakdown is
641 not a cause to waive liquidated damages.

642
643 **108.10 Suspension of Work.**
644

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

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

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

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

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

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

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

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

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

670
671 (5) The convenience of the State.

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

678
679 **(C) Reimbursement to Contractor.** In the event that the Contractor is
680 ordered by the Engineer in writing as provided herein to suspend all work
681 under the contract for the reasons specified in Subsections 108.10(A)(2),
682 108.10(A)(3), or 108.10(A)(5) of the “Suspension of Work” paragraph, the
683 Contractor may be reimbursed for actual direct costs incurred on work at
684 the jobsite, as authorized in writing by the Engineer, including costs
685 expended for the protection of the work. An allowance of 5 percent for

686 indirect categories of delay costs will be paid on any reimbursed direct
687 costs, including extended branch and home-office overhead and delay
688 impact costs. No allowance will be made for anticipated profits. Payment
689 for equipment which is ordered to standby during such suspension of work
690 shall be made as described in Subsection 109.06(H) - Idle and Standby
691 Equipment.

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

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

701
702 **(1)** For weather related conditions.

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

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

710
711 **(E) Claims for Adjustment.** Any adjustment in contract price made
712 shall be determined in accordance with Subsections 104.02 – Changes and
713 104.06 – Methods of Price Adjustment.

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

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

730
731 **108.11 Termination of Contract for Cause.**

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(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.

778 **108.12 Termination For Convenience.**

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

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

797
798 **(C) Right to Construction and Goods.** The Engineer may require the
799 Contractor to transfer title and to deliver to the State in the manner and to
800 the extent directed by the Engineer, the following:

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

802
803 **(2)** Any partially completed construction, goods, materials, parts,
804 tools, dies, jigs, fixtures, drawings, information, and contract rights
805 (hereinafter called "construction material") that the Contractor has
806 specifically produced or specially acquired for the performance of the
807 terminated part of this contract.

808
809 **(3)** The Contractor shall protect and preserve all property in the
810 possession of the Contractor in which the State has an interest. If
811 the Engineer does not elect to retain any such property, the
812 Contractor shall use its best efforts to sell such property and
813 construction materials for the State's account in accordance with the
814 standards of HRS Chapter 490:2-706.

815
816 **(D) Compensation.**

817
818 **(1)** The Contractor shall submit a termination claim specifying the
819 amounts due because of the termination for convenience together
820 with cost or pricing data, submitted to the extent required by HAR
821 Subchapter 15, Chapter 3-122. If the Contractor fails to file a
822 termination claim within one year from the effective date of

823 termination, the Engineer may pay the Contractor, if at all, an amount
824 set in accordance with Subsection 108.12(D)(3).

825
826 **(2)** The Engineer and the Contractor may agree to a settlement
827 provided the Contractor has filed a termination claim supported by
828 cost or pricing data submitted as required and that the settlement
829 does not exceed the total contract price plus settlement costs
830 reduced by payments previously made by the State, the proceeds of
831 any sales of construction, supplies, and construction materials under
832 Subsection 108.12(C)(3), and the proportionate contract price of the
833 work not terminated.

834
835 **(3)** Absent complete agreement, the Engineer will pay the
836 Contractor the following amounts less any payments previously
837 made under the contract:

838
839 **(a)** The cost of all contract work performed prior to the
840 effective date of the notice of termination work plus a 5
841 percent markup on the actual direct costs, including amounts
842 paid to subcontractor, less amounts paid or to be paid for
843 completed portions of such work; provided, however, that if it
844 appears that the Contractor would have sustained a loss if the
845 entire contract would have been completed, no markup shall
846 be allowed or included and the amount of compensation shall
847 be reduced to reflect the anticipated rate of loss. No
848 anticipated profit or consequential damage will be due or paid.

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

856
857 **(c)** The total sum to be paid the Contractor shall not
858 exceed the total contract price reduced by the amount of any
859 sales of construction supplies, and construction materials.

860
861 **(4)** Cost claimed, agreed to, or established by the State shall be
862 in accordance with HAR Chapter 3-123.

863
864 **108.13 Pre-Final and Final Inspections.**

865
866 **(A) Inspection Requirements.** Before the Engineer undertakes a final
867 inspection of any work, a pre-final inspection must first be conducted. The

868 Contractor shall notify the Engineer that the work has reached substantial
869 completion and is ready for pre-final inspection.

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

- 876
877 (1) All written guarantees required by the contract.
878
879 (2) Two accepted final field-posted drawings as specified in
880 Section 648 – Field-Posted Drawings;
881
882 (3) Complete weekly certified payroll records for the Contractor
883 and Subcontractors.
884
885 (4) Certificate of Plumbing and Electrical Inspection.
886
887 (5) Certificate of building occupancy as required.
888
889 (6) Certificate of Soil and Wood Treatments.
890
891 (7) Certificate of Water System Chlorination.
892
893 (8) Certificate of Elevator Inspection, Boiler and Pressure Pipe
894 Inspection.
895
896 (9) Maintenance Service Contract and two copies of a list of all
897 equipment installed.
898
899 (10) Current Tax clearance. The contractor will be required to
900 submit an additional tax clearance certificate when the final payment
901 is made.
902
903 (11) And any other final items and submittals required by the
904 contract documents.

905
906 **(C) Procedure.** When in compliance with the above requirements, the
907 Contractor shall notify the Engineer in writing that the project has reached
908 substantial completion and is ready for pre-final inspection.
909

910 The Engineer will then make a preliminary determination as to
911 whether or not the project is substantially complete and ready for pre-final
912 inspection. The Engineer may, in writing, postpone until after the pre-final
913 inspection the Contractor's submittal of any of the items listed in Subsection

914 108.13(B) – Pre-Final Inspection, herein, if in the Engineer’s discretion it is
915 in the interest of the State to do so.

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

925
926 After the Engineer is satisfied that the project appears substantially
927 complete a final inspection shall be scheduled within ten working days after
928 receipt of the Contractor’s latest letter of notification that the project is ready
929 for final inspection.

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

939
940 At any time before final acceptance, the Engineer may revoke the
941 determination of substantial completion if the Engineer finds that it was not
942 warranted and will notify the Contractor in writing the reasons therefore
943 together with a description of the deficiencies negating the declaration.

944
945 When the date of substantial completion has been determined by the
946 State, liquidated damages for the failure to complete the punchlist, if due to
947 the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated
948 Damages for Failure to Complete the Punchlist.

949
950 **(D) Punchlist; Clean Up and Final Inspection.** Upon receiving a
951 punchlist after pre-final inspection, the Contractor shall promptly devote all
952 required time, labor, equipment, materials and incidentals to correct and
953 remedy all punchlist deficiencies. The Engineer may add to or otherwise
954 modify this punchlist until substantial completion of the project.

955
956 Before final inspection of the work, the Contractor shall clean all
957 ground occupied by the Contractor in connection with the work of all
958 rubbish, excess materials temporary structures and equipment, shall
959 remove all graffiti and defacement of the work and all parts of the work and

960 the worksite must be left in a neat and presentable condition to the
961 satisfaction of the Engineer.

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

970
971 If the Contractor fails to correct the deficiencies and complete the
972 work by the established or agreed date, the State may correct the
973 deficiencies by whatever method it deems appropriate and deduct the cost
974 from any payments due the Contractor.

975

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

977

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

986

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

994

995 **108.15 Use of Structure or Improvement.** The State has the right to use the
996 structure, equipment, improvement, or any part thereof, at any time after it is
997 considered by the Engineer as available. In the event that the structure, equipment
998 or any part thereof is used by the State before final acceptance, the Contractor is
999 not relieved of its responsibility to protect and preserve all the work until final
1000 acceptance.

1001

1002 **108.16 Contractor's Responsibility for Work; Risk of Loss or Damage.**
1003 Until the written notice of final acceptance has been received, the Contractor shall
1004 take every precaution against loss or damage to any part of the work by the action
1005 of the elements or from any other cause whatsoever, whether arising from the

1006 performance or from the non-performance of the work. The Contractor shall
1007 rebuild, repair, restore and make good all loss or damage to any portion of the
1008 work resulting from any cause before its receipt of the written notice of final
1009 acceptance and shall bear the risk and expense thereof.

1010
1011 The risk of loss or damage to the work from any hazard or occurrence that
1012 may or may not be covered by a builder's risk policy is that of the Contractor and
1013 Surety, unless such risk of loss is placed elsewhere by express language in the
1014 contract documents.

1015
1016 **108.17 Guarantee of Work.**

1017
1018 (1) Regardless of, and in addition to, any manufacturers' warranties, all
1019 work and equipment shall be guaranteed by the Contractor against defects
1020 in materials, equipment or workmanship for one year from the date of final
1021 acceptance or as otherwise specified in the contract documents.

1022 (2) When the Engineer determines that repairs or replacements of any
1023 guaranteed work and equipment is necessary due to materials, equipment,
1024 or workmanship which are inferior, defective, or not in accordance with the
1025 terms of the contract, the Contractor shall, at no increase in contract price
1026 or contract time, and within five working days of receipt of written notice
1027 from the State, commence to all of the following:

1028
1029 (a) Correct all noted defects and make replacements, as directed
1030 by the Engineer, in the equipment and work.

1031
1032 (b) Repair or replace to new or pre-existing condition any
1033 damages resulting from such defective materials, equipment or
1034 installation thereof.

1035
1036 (3) The State will be entitled to the benefit of all manufacturers and
1037 installers warranties that extend beyond the terms of the Contractor's
1038 guaranty regardless of whether or not such extended warranty is required
1039 by the contract documents. The Contractor shall prepare and submit all
1040 documents required by the providers of such warranties to make them
1041 effective, and submit copies of such documents to the Engineer. If an
1042 available extended warranty cannot be transferred or assigned to the State
1043 as the ultimate user, the Contractor shall notify the Engineer who may direct
1044 that the warranted items be acquired in the name of the State as purchaser.

1045
1046 (4) If a defect is discovered during a guarantee period, all repairs and
1047 corrections to the defective items when corrected shall be guaranteed for a
1048 new duration equal to the original full guarantee period. The running of the
1049 guarantee period shall be suspended for all other work affected by any
1050 defect. The guarantee period for all other work affected by any such defect

1051 shall restart for its remaining duration upon confirmation by the Engineer
1052 that the deficiencies have been repaired or remedied.

1053
1054 **(5)** Nothing in this section is intended to limit or affect the State's rights
1055 and remedies arising from the discovery of latent defects in the work after
1056 the expiration of any guarantee period.

1057
1058 **108.18 No Waiver of Legal Rights.** The following will not operate or be
1059 considered as a waiver of any portion of the contract, or any power herein
1060 reserved, or any right to damages provided herein or by law:

1061
1062 **(1)** Any payment for, or acceptance of, the whole or any part of the work.

1063
1064 **(2)** Any extension of time.

1065
1066 **(3)** Any possession taken by the Engineer.

1067
1068 A waiver of any notice requirement or of any noncompliance with the
1069 contract will not be held to be a waiver of any other notice requirement or any other
1070 noncompliance with the contract.

1071
1072 **108.19 Final Settlement of Contract.**

1073
1074 **(A) Closing Requirements.** The contract will be considered settled
1075 after the project acceptance date and when the following items have been
1076 satisfactorily submitted, where applicable:

1077
1078 **(1)** All written guarantees required by the contract.

1079
1080 **(2)** Complete and certified weekly payrolls for the Contractor and
1081 its subcontractor's.

1082 **(3)** Certificate of plumbing and electrical inspection.

1083
1084 **(4)** Certificate of building occupancy.

1085
1086 **(5)** Certificate for soil treatment and wood treatment.

1087
1088 **(6)** Certificate of water system chlorination.

1089
1090 **(7)** Certificate of elevator inspection, boiler and pressure pipe
1091 installation.

1092
1093 **(8)** Tax clearance.

1094
1095 **(9)** All other documents required by the Contract or by law.

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

END OF SECTION 108

1 **SECTION 109 – MEASUREMENT AND PAYMENT**

2
3 Make the following amendment to said Section:

4
5 **(I) Amend Subsection 109.05 Allowances for Overhead and Profit** by
6 revising lines 101 to 110 to read as follows:

7
8 **“(1) 20 percent of the direct cost for any work performed by the**
9 **Contractor’s own labor force.**

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

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

18
19 **(II) Amend Subsection 109.08(B) Payment for Material On Hand** by
20 revising lines 421 to 423 to read as follows:

21
22 **“(2) The materials shall be stored and handled in accordance**
23 **with Subsection 105.14 – Storage and Handling of Materials and**
24 **Equipment.”**

25
26
27 **(III) Amend Subsection 109.11 Final Payment** by revising lines 568 to 576
28 to read as follows:

29
30 **“(3) A current “Certificate of Vendor Compliance” issued by the**
31 **Hawaii Compliance Express (HCE). The Certificate of Vendor**
32 **Compliance is used to certify the Contractor’s compliance with**

33
34 **(a) Section 103D-328, HRS (for all contracts \$25,000 or**
35 **more) which requires a current tax clearance certificate**
36 **issued by the Hawaii State Department of Taxation and the**
37 **Internal Revenue Service;**

38
39 **(b) Chapters 383, 386, 392, and 393, HRS; and**

40
41 **(c) Subsection 103D-310(c), HRS. The State reserves**
42 **the right to verify that compliance is current prior to the**
43 **issuance of final payment. Contractors are advised that non-**
44 **compliance status will result in final payment being withheld**
45 **until compliance is attained.**

46
47 Sums necessary to meet the claims of any governmental agencies
48 may be withheld from the sums due the Contractor until said

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claims have been fully and completely discharged or otherwise satisfied.”

END OF SECTION 109

1 Make this section part of the standard specifications:
2

3 **“SECTION 110 – ASPHALT PAVEMENT PRESERVATION, RESURFACING,
4 AND RECONSTRUCTION AT VARIOUS LOCATIONS**
5
6

7 **110.01 Scope of Work.** The work shall consist of furnishing all labor, necessary
8 equipment, materials and traffic control, to perform asphalt pavement preservation,
9 resurfacing, and reconstruction at various locations as requested. All work shall be
10 performed within the existing pavement structure. All work shall be performed in a
11 professional manner in accordance with current practices and this document. All
12 asphalt and asphalt concrete base debris shall be removed daily at all locations.
13 See Subsection 110.03 – Area of Coverage.
14

15 The Contractor shall work as directed by the Engineer or by the Highways
16 Division’s Maui District Engineer. The Contractor, as per Section 110.04 – Safety
17 and Convenience, shall provide traffic control. See Section 645 – Work Zone Traffic
18 Control. A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval.
19

20 The Department agrees to provide at least two weeks of pavement repair
21 work for each request.
22

23 The Contractor shall refer to the STP-0900(109) Notice to Bidders for
24 Contractor’s License requirements. Failure to meet this requirement shall be cause
25 for disqualification.
26

27 Pavement repair shall consist of one of the following:
28

29 **1. 2” Asphalt Pavement Overlay.** Resurface pavement with new
30 two (2) inches of Hot Mix Asphalt (HMA) Pavement, Mix No. IV or two
31 (2) inches of Polymer Modified Asphalt (PMA) Pavement, Mix No. IV.
32

33 **2. Cold Planing and Resurfacing with Asphalt Pavement.**
34 Cold-plane damaged or deteriorated pavement areas at a depth
35 specified in each work order. The depth will vary for each pavement
36 types listed below:
37

- 38 1. HMA Pavement, Mix No. IV – Depth will be two (2) inches.
- 39 2. PMA Pavement, Mix No. IV – Depth will be two (2) inches.
- 40 3. HMA Base Course – Depth will vary between two (2)
41 inches to six (6) inches.
- 42 4. HMA Base Course, PG 64E-22 – Depth will vary between
43 two (2) inches to six (6) inches.
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The minimum width of the cold planed area shall be nine (9) feet wide to include both vehicle wheel ruts in the reconstructed area. The new resurfaced finish grade shall be the existing road grade. Pavement surface that varies more than 3/16 inch from testing edge of straightedge between two contacts exceeds surface tolerance.

Schedule the work so that the areas are resurfaced before the completion of the day's work.

3. Reconstruction of Weakened Pavement Areas. Excavate to the depth as directed by the Engineer, backfill the excavated weakened pavement areas with Hot Mix Asphalt Base Course, and resurface with HMA Pavement, Mix No. IV. The new resurfaced finish grade shall be the existing road grade. Pavement surface that varies more than 3/16 inch from testing edge of straightedge between two contacts exceeds surface tolerance.

Prior to placement of the asphalt base course, the exposed subbase or subgrade shall be recompact to a dense and unyielding condition.

The Contractor may elect to reconstruct the entire depth of the pavement reconstruction with HMA base course in preparation of cold planing as a separate operation, but the State will not pay for the extra HMA base course and excavation.

Schedule the work so that the excavated areas are backfilled before the completion of the day's work.

4. Scarify Existing Pavement. Scarify pavement as directed. The intention of this work is to enhance skid resistance on the highway. Scarifying shall be parallel to the direction of traffic flow, shall be accomplished with a cold planer, and at an amplitude not to exceed one-quarter inch (1/4") or as directed by the Engineer. The pavement shall be scarified as a width of 10 feet or as directed by the Engineer on the travel way only, and all existing pavement markings shall be preserved (in other words, scarify between the yellow and white stripes only). A seal coat of emulsified asphalt, diluted with water at a ratio of 1:1, shall be applied to the scarified areas.

5. Cut Cores in Existing Pavement. Cut four-inch (4") diameter sample cores to the full depth of the existing pavement. The intention of this work is to determine the condition of the underlying pavement structure and base. The number of cores and

93 the location of the sampling shall be as directed. The core holes
94 shall be filled with hot mix AC of the type used in the paving of the
95 section being repaired.

96
97 **6. Leveling of Existing Pavement.** Install HMA Concrete
98 Pavement to level dips, sags, and depressions as directed by the
99 Engineer. The new leveled surface finish grade shall be the existing
100 road grade. Pavement surface that varies more than 3/16 inch from
101 testing edge of straightedge between two contacts exceeds surface
102 tolerance.

103
104 **7. Slurry Seal.** See Section 404 – Slurry Seal.

105
106 **8. Crack Seal.** See Section 408 – Crack Seal.

107
108 If the existing pavement marking is required to be removed during pavement
109 repair or other work done under this contract, the Contractor shall install temporary
110 pavement markings. This work shall be considered incidental to the appropriate
111 pavement repairs.

112
113 **110.02 Contract Period and Option to Extend.** The period of the contract
114 shall be for 12 months commencing from the Start Work Date indicated from the
115 Department. There is an option to extend for 4 additional 12-month periods,
116 without re-bidding, upon mutual agreement in writing prior to the contract expiration
117 date. The maximum contract period is 60 months.

118
119 Failure by the Contractor to execute the amendment to extend the contract
120 within the number of days specified under Section 103.07 - Failure to Execute
121 Contract may be cause for cancellation of the written agreement to extend the
122 contract and may be subject to disqualification from bidding future projects for a
123 two-year period in accordance with Section 102.12 - Disqualification of Bidders.

124
125 To compensate for escalation during the maximum contract period the
126 Department will adjust the Unit Prices of all items on the Proposal Schedule by 2%
127 on the start date of an extension period. The price adjustment shall not be applied
128 to contract change orders issued within the current contract year or work orders
129 that have already been issued to the contractor.

130
131 The Department shall adjust the prevailing wages in accordance with 23
132 U.S.C. 113 when the option to extend is mutually agreed to in writing prior to the
133 contract expiration date. The current prevailing wage rates, as determined by the
134 U.S. Department of Labor, in effect on the date of the execution of the contract
135 extension shall apply to work covered under the contract extension.

136
137 **110.03 Area of Coverage.** The project requires the Contractor to repair
138 pavement at various locations on the Islands Molokai and Lanai. Work shall be

139 grouped into two areas along with the corresponding routes as shown on the
140 attached map of the islands of Molokai (Figure 1) and Lanai (Figure 2). Note:
141 There are numerous side streets with or without route numbers along State
142 highways where State Jurisdiction extends various distances into side streets.

143

144 The two areas are:

145

146

147 **(A) Area 1 (Molokai):**

148

149 Route 450, Kamehameha V Highway

150 Route 460, Kaunakakai Place and Maunaloa Highway

151 Route 470, Kalae Highway

152 Route 480, Farrington Avenue and Puupeeelua Avenue

153

154

155 **(B) Area 2 (Lanai):**

156

157 Route 440, Kaunalapau Highway and Manele Road

158

159

160 **110.04 Safety and Convenience.** The Contractor shall at all times conduct his
161 work to assure the least possible obstruction to public traffic. The Safety and
162 convenience of the general public and the protection of persons and property is of
163 utmost importance, and the Contractor shall provide appropriate traffic control and
164 safety measures. The Contractor and his employees shall treat members of the
165 public in a fair and polite manner. Workers shall present a professional
166 appearance and conduct themselves in a professional manner at all times.

167

168 All Traffic Control and safety measures shall be done in Conformance with
169 the “Administrative Rules of Hawaii Governing the Use of Traffic Control Devices
170 at Work Sites on or Adjacent to Public Streets and Highways” adopted by the
171 Director of Transportation, and the current U.S. Federal Highway Administration
172 “Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition. Costs for
173 traffic control shall include set-up and removal of all signs, cones, delineators,
174 barricades, flag persons, police officers, arrow boards, etc., and shall be included
175 in the sign replacement proposal price. See Section 645 – Work Zone Traffic
176 Control.

177

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

180

181 Morning Peak Hours 6:00 A.M. to 8:30 A.M.

182 Afternoon Peak Hours 3:00 P.M. to 6:00 P.M.

183

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

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The Contractor must notify all private property owners in the vicinity where pavement repair is performed in the event that the work may hinder access to their property. The Contractor must also secure permission prior to entering private property to do pavement repair, if any.

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

110.05 Hours of Operation. The Contractor shall be available to provide the specified services during normal working hours and complete the services within the period specified in the work order or as directed by the Engineer. Normal working days and hours for the project are defined as Monday through Friday, 8:30 A.M. to 3:00 P.M., except for State holidays. Refer to Section 645 – Work Zone Traffic Control. Authorized Highways personnel will contact the Contractor to schedule work, as needed.

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

110.07 Work Orders. The Engineer or his representative shall prepare a work order (Figure 3) for each pavement repair or group of pavement repairs in the same location. Within 48 hours of receiving a work order, the Contractor shall submit a proposed work schedule that demonstrates that work will begin within 2 weeks and be completed by the date indicated on the work order. At certain work sites, erosion control plans or BMP plans will be requested by the Engineer. Submit the signed work order, proposed schedule and BMP plans for approval to the Maui District Highways Office, 650 Palapala Drive, Kahului, Hawaii 96732. Work shall not be performed unless the Contractor receives an approval from the Engineer. The Engineer or his representative shall authorize any increases in the total price.

110.08 Basis of Payment. Pavement repairs will be made through work orders placed with the Contractor during the contract period for which payment will be based on the quantities placed and the unit bid prices in the proposal schedule which prices shall include payment for all materials, equipment, tools, labor, and incidentals necessary to complete the pavement repairs.

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

229 The contract unit prices shall be full compensation for furnishing all labor,
230 materials (as listed in Section 104 – Scope of Work), tools, equipment, trucks,
231 traffic control, applicable taxes and incidentals to complete the work.”

232

233

234

235

END OF SECTION 110

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

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

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

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

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

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

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

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

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

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

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

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

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

79 **209.03 Construction.**
80

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

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

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

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

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

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

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

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

(c) Construction schedule.

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

(e) Description of fill material to be used.

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

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

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

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

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

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

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

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

225 If necessary, furnish and install rain gage in a secure location prior to
226 field work including installation of site-specific BMP. Provide rain gage with
227 a tolerance of at least 0.05 inches of rainfall. Install rain gage on project site
228 in an area that will not deter rainfall from entering the gate opening. Do not
229 install in a location where rain water may splash into rain gage. The rain
230 gage installation shall be stable and plumbed. Maintain rain gage and
231 replace rain gage that is stolen, does not function properly or accurately, is
232 worn out, or needs to be relocated. Do not begin field work until rain gage is
233 installed and Site-Specific BMPs are in place. Rain gage data logs shall be
234 readily available. Submit rain gage data logs weekly to the Engineer.
235

236 Address all comments received from the Engineer.
237

238 Modify and resubmit plans and construction schedules to correct
239 conditions that develop during construction which were unforeseen during
240 the design and pre-construction stages.
241

242 Coordinate temporary control provisions with permanent control
243 features throughout the construction and post-construction period.
244

245 Limit maximum surface area of earth material exposed at any time to
246 300,000 square feet. Do not expose or disturb surface area of earth material
247 (including clearing and grubbing) until BMP measures are installed and
248 accepted in writing by the Engineer. Protect temporarily or permanently
249 disturbed soil surface from rainfall impact, runoff and wind before end of the
250 work day.
251

252 Immediately initiate stabilizing exposed soil areas upon completion of
253 earth disturbing activities for areas permanently or temporarily ceased on any
254 portion of the site. Earth-disturbing activities have permanently ceased when
255 clearing and excavation within any area of the construction site that will not
256 include permanent structures has been completed. Earth-disturbing
257 activities have temporarily ceased when clearing, grading, and excavation
258 within any area of the site that will not include permanent structures will not
259 resume for a period of 14 or more calendar days, but such activities will
260 resume in the future. The term "immediately" is used in this section to define
261 the deadline for initiating stabilization measures. "Immediately" means as
262 soon as practicable, but no later than the end of the next work day, following
263 the day when the earth-disturbing activities have temporarily or permanently
264 ceased.
265

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

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

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

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

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

- 284
285 (1) Prepping the soil for vegetative or non-vegetative stabilization;
286
287 (2) Applying mulch or other non-vegetative product to the exposed
288 area;
289
290 (3) Seeding or planting the exposed area;
291
292 (4) Starting any of the activities in items (1) – (3) above on a portion
293 of the area to be stabilized, but not on the entire area; and
294
295 (5) Finalizing arrangements to have stabilization product fully
296 installed in compliance with the deadline for completing initial
297 stabilization activities.

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

- 301
302 (1) For vegetative stabilization, all activities necessary to initially
303 seed or plant the area to be stabilized; and/or
304
305 (2) For non-vegetative stabilization, the installation or application
306 of all such non-vegetative measures.

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

313

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

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

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

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

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

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

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

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

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

357

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

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

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

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

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

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

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

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

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

399
400 Properly maintain all Site-Specific BMP measures.

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

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

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

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

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

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

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

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

437

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

441

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

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

473
474 **(C) Discharges of Storm Water Associated with Construction**
475 **Activities.** If work includes disturbance of one acre or more, an NPDES
476 Permit authorizing Discharges of Storm Water Associated with Construction
477 Activity (CWB-NOI Form C) or Individual Permit authorizing storm water
478 discharges associated with construction activity is required from the
479 Department of Health Clean Water Branch (DOH-CWB).

480
481 Do not begin construction activities until all required conditions of the
482 permit are met and submittals detailed in Subsection 209.03(A)(2) – Water
483 Pollution, Dust, and Erosion Control Submittals are completed and accepted
484 in writing by the Engineer.

485
486 **(D) Discharges Associated with Hydrotesting Activities.** If
487 hydrotesting activities require effluent discharge into State waters or drainage
488 systems, an NPDES Hydrotesting Waters Permit (CWB-NOI Form F) or
489 Individual Permit authorizing discharges associated with hydrotesting from
490 DOH-CWB is required from the DOH-CWB.

491
492 Do not begin hydrotesting activities until the DOH-CWB has issued an
493 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).
494 Conduct Hydrotesting operations in accordance with the conditions of the
495 permit or NGPC.

496 **(E) Discharges Associated with Dewatering Activities.** If dewatering
497 activities require effluent discharge into State waters or drainage systems, an
498 NPDES Dewatering Permit (CWB-NOI Form G) or Individual Permit
499 authorizing discharges associated with dewatering from DOH-CWB is
500 required from the DOH-CWB.
501

502 Do not begin dewatering activities until the DOH-CWB has issued an
503 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).
504 Conduct dewatering operations in accordance with the conditions of the
505 permit or NGPC.
506

507 **(F) Solid Waste.** Submit the Solid Waste Disclosure Form for
508 Construction Sites to the Engineer within 21 calendar days of date of award.
509 Provide a copy of all the disposal receipts from the facility permitted by the
510 Department of Health to receive solid waste to the Engineer monthly. This
511 should also include documentation from any intermediary facility where solid
512 waste is handled or processed, or as directed by the Engineer.
513

514 **(G) Construction BMP Training.** The Contractor's representative
515 responsible for development of the Site-Specific BMP Plan and
516 implementation of Site-Specific BMPs in the field shall attend the State's
517 Construction Best Management Practices Training. The Contractor shall
518 keep training logs updated and readily available.
519

520 **209.04 Measurement.**
521

522 **(A)** Installation, maintenance, monitoring, and removal of BMP will be paid
523 on a lump sum basis. Measurement for payment will not apply.
524

525 **(B)** The Engineer will only measure additional water pollution, dust and
526 erosion control required and requested by the Engineer on a force account
527 basis in accordance with Subsection 109.06 – Force Account Provisions and
528 Compensation.
529

530 **209.05 Payment.** The Engineer will pay for accepted pay items listed below at
531 contract price per pay unit, as shown in the proposal schedule. Payment will be full
532 compensation for work prescribed in this section and contract documents.
533

534 The Engineer will pay for each of the following pay items when included in
535 proposal schedule:
536

537 Pay Item	538 Pay Unit
539 Installation, Maintenance, Monitoring, and Removal of BMP	540 Force Account

540
541

542 An estimated amount for force account is allocated in proposal schedule
543 under 'Additional Water Pollution, Dust, and Erosion Control', but actual amount to
544 be paid will be the sum shown on accepted force account records, whether this sum
545 be more or less than estimated amount allocated in proposal schedule. The
546 Engineer will pay for BMP measures requested by the Engineer that are beyond
547 scope of accepted Site-Specific BMP on a force account basis.

548
549 No progress payment will be authorized until the Engineer accepts in writing
550 Site-Specific BMP or when the Contractor fails to maintain project site in accordance
551 with accepted BMP.

552
553 For all citations or fines received by the Department for non-compliance,
554 including compliance with NPDES Permit conditions, the Contractor shall reimburse
555 State within 30 calendar days for full amount of outstanding cost State has incurred,
556 or the Engineer will deduct cost from progress payment.

557
558 The Engineer will assess liquidated damages up to \$27,500 per day for non-
559 compliance of each BMP requirement and all other requirements in this section.
560

561 **Appendix A**

562

563 The following list identifies potential pollutant sources and corresponding
564 BMPs used to mitigate the pollutants. Each BMP is referenced to the corresponding
565 section of the current HDOT Construction Best Management Practices Field Manual
566 or appropriate Supplemental Sheets. The Manual may be obtained from the HDOT
567 Statewide Stormwater Management Program Website at
568 <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/> under
569 Construction Best Management Practices Field Manual. Supplemental BMP sheets
570 are located at <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/> under Concrete Curing
571 and Irrigation Water.
572
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Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<p><i>Construction debris, green waste, general litter</i></p>	<ul style="list-style-type: none"> • <i>Separate contaminated clean up materials from construction and demolition (C&D) wastes.</i> • <i>Provide waste containers (e.g., dumpster or trash receptacle) of sufficient size and number to contain construction and domestic wastes.</i> • <i>Inspect construction waste and recycling areas regularly.</i> • <i>Schedule solid waste collection regularly.</i> • <i>Schedule recycling activities based on construction/demolition phases.</i> • <i>Empty waste containers weekly or when they are two-thirds full, whichever is sooner.</i> • <i>Do not allow containers to overflow. Clean up immediately if they do.</i> • <i>On work days, clean up and dispose of waste in designated waste containers.</i> • <i>See Solid Waste Management Section SM-6 for additional requirements.</i> • <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i> • <i>Collect and dispose of all waste materials in trash dumpsters. Place dumpsters, with secure watertight lids, away from storm water conveyances and drains, in a covered materials storage area.</i> • <i>Dispose of construction and non- construction solid waste in accordance with State DOH regs.</i> • <i>Load removed non- recyclable vegetation directly onto trucks; cover and transport to a licensed facility</i> 	<p><i>See Solid Waste Management Section SM-6. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>

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

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

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

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

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

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

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

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

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

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

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

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

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

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END OF SECTION 209

STP-0900(109)

209-28a

1-14-22

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

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3 Make the following amendments to said Sections:

4
5 **(I)** Amend **Section 301.02 Materials** from lines 11 to 17 to read as follows:

6

7	“Asphalt Cement (PG 64-16)	702.01(A)
8		
9	Asphalt Cement (PG 64E-22)	702.01(B)
10		
11	Aggregate for Hot Mix Asphalt Base Course	703.03
12		
13	Filler	703.15
14		
15	Hydrated Lime	712.03”

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17

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

20
21 “Compact mixture immediately upon completion of spreading
22 operations to density of not less than 92.0 percent of maximum theoretical
23 specific gravity in accordance with AASHTO T 209, modified by deletion of
24 Supplemental Procedure for Mixtures Containing Porous Aggregate.”

25
26
27 **(III)** Amend **Section 301.04 Measurement** from lines 98 to 100 to read as
28 follows:

29
30 **“301.04 Measurement.**

31 **(A)** The Engineer will measure HMAB course per square yard.”

32
33
34
35 **(IV)** Amend **Section 301.05 Payment**, from lines 102 to 111 to read as
36 follows:

37
38 **“301.05 Payment.** The Engineer will pay for the accepted pay items
39 listed below at the contract price per pay unit, as shown in the proposal schedule.
40 Payment will be full compensation for the work prescribed in this section and the
41 contract documents.

42
43 Price and payment in Section 301 – Hot Mix Asphalt Base Course will be
44 full compensation for all work and materials specified in this Section including
45 furnishing all labor, materials, tools, equipment, testing, cold planing, and
46 incidentals necessary to complete the work.

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

Pay Item	Pay Unit
6 Inch HMA Base Course	SY
(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 by rolling;	
(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 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.

Percent Compaction	Percent Payment
92.0 or greater	100
90.0 – 91.9	80
<90.0	Removal

71
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73
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END OF SECTION 301

1 **SECTION 401 – HOT MIX ASPHALT (HMA) PAVEMENT**
2

3 Make the following amendments to said Sections:
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5 **401.01 Description.** This section describes furnishing and placing dense graded
6 HMA pavement (herein referred to as HMA) on a prepared surface.
7

8 **401.02 Materials.**

9
10 Asphalt Cement (PG 64-16) 702.01(A)

11
12 Use for non-surface mixes, unless otherwise specified in the project documents.
13

14 Asphalt Cement (PG 64E-22) 702.01(B)

15
16 Use for all surface mixes, except for on Lanai and Molokai, and unless otherwise
17 specified in the project documents. Polymer modified asphalt (PMA) pavement
18 refers to asphalt mix using PG 64E-22, unless otherwise indicated.
19

20 Emulsified Asphalt 702.04

21
22 Warm Mix Asphalt Additive 702.06

23
24 Aggregate for Hot Mix Asphalt Pavement 703.09

25
26 Filler 703.15

27
28 Hydrated Lime or a liquid anti-strip approved by the engineer 712.03
29

30 **(A) General.** HMA pavement shall be plant mixed and shall include
31 mixture of aggregate and asphalt binder and may include reclaimed asphalt
32 pavement (RAP) or filler, or both.
33

34 The manufacture of HMA may include warm mix asphalt (WMA)
35 processes in accordance with these specifications. WMA processes include
36 combinations of organic additives, chemical additives, and foaming.
37

38 HMA pavement shall include surface course and may include one or
39 more binder courses, depending on HMA pavement thickness indicated in
40 the contract documents.
41

42 RAP is defined as removed or reprocessed pavement materials
43 containing asphalt and aggregates. Process RAP by crushing until 100
44 percent of RAP passes 3/4-inch sieve. Size, grade uniformly, and combine
45 materials such that blend of RAP and aggregate material conforms to grading
46 requirements of Subsection 703.09 - Aggregate for Hot Mix Asphalt

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Pavement.

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

Quantity of filler material to correct deficiencies in aggregate gradation passing the No. 200 sieve shall not exceed 3 percent by weight of fine aggregates.

(B) Job-Mix Formula and Tests. Design job-mix formula in accordance with procedures contained in current edition of Asphalt Institute's *Mix Design Methods for Asphalt Concrete and Other Hot Mix Types*, Manual Series No. 2 (MS-2) for either Marshall Method or Hveem Method of Mix Design.

Limit compacted lift thickness and asphalt content of job-mix formula as specified in Table 401.02-1 - Limits of Compacted Lift Thickness and Asphalt Content.

TABLE 401.02-1 - LIMITS OF COMPACTED LIFT THICKNESS AND ASPHALT CONTENT				
MIX NO.	II	III	IV	V
Minimum to Maximum Compacted Thickness for Individual Lifts (Inches)	2-1/4 to 3	2 to 3	1-1/2 to 3	1-1/4 to 3
Asphalt Content Limits (Percent of Total Weight of Mix)	3.8 to 6.1	4.3 to 6.1	4.3 to 6.5	4.8 to 7.0

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Asphalt content limits for porous aggregate may be exceeded only if it is requested ahead of placement and is reviewed then accepted in writing by the Engineer.

Meet job-mix formula design criteria specified in Table 401.02-2 - Job-Mix Formula Design Criteria.

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TABLE 401.02-2 - JOB-MIX FORMULA DESIGN CRITERIA	
Hveem Method Mix Criteria (AASHTO T 246 and AASHTO T 247)	
Stability, minimum	37
Air Voids (percent) ¹	3 - 5
Marshall Method Mix Criteria (AASHTO T 245)	
Compaction (number of blows each end of specimen)	75
Stability, minimum (pounds)	1,800
Flow (x 0.01 inch)	8 - 16
Air Voids (percent) ¹	3 - 5
Notes:	
1. Air Voids: AASHTO T 166 or AASHTO T 275; AASHTO T 209, AASHTO T 269.	

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Minimum percent voids in mineral aggregates (VMA) of job-mix formula shall be as specified in Table 401.02-3 - Minimum Percent Voids in Mineral Aggregates (VMA).

TABLE 401.02-3 - MINIMUM PERCENT VOIDS IN MINERAL AGGREGATES (VMA)					
Nominal Maximum Particle Size, (Inches)	1-1/2	1	3/4	1/2	3/8
VMA, (percent) ¹	11.0	12.0	13.0	14.0	15.0
Notes:					
1. VMA: See Asphalt Institute Manual MS-2					

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(C) Submittals. Establish and submit job-mix formula for each type of HMA pavement mix indicated in the contract documents a minimum of 30 days before paving production. Job mix shall include the following applicable information:

- (1) Design percent of aggregate passing each required sieve size.
- (2) Design percent of asphalt binder material (type determined by type of mix) added to the aggregate (expressed as % by weight of total mix),
- (3) Design proportion of processed RAP.
- (4) Design temperature of mixture at point of discharge at paver.

- 95 (5) Source of aggregate.
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- 97 (6) Grade of asphalt binder.
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- 99 (7) Test data used to develop job-mix formula.

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Except for item (4) in this subsection, if design requirements are modified after the Engineer accepts job-mix formula, submit new job-mix formula before using HMA produced from modified mix design. Submit any changes to the design temperature of mixture at point of discharge for acceptance by the Engineer.

Submit a certificate of compliance for the asphalt binder, accompanied by substantiating test data from a certified testing laboratory.

(D) Range of Tolerances for HMA. Provide HMA within allowable tolerances of accepted job-mix formula as specified in Table 401.02-4 - Range of Tolerances HMA. These tolerances are not to be used for the design of the job mix, they are solely to be used during the testing of the production field sample of the HMA mix.

TABLE 401.02-4 - RANGE OF TOLERANCES HMA	
Passing No. 4 and larger sieves (percent)	± 7.0
Passing No. 8 to No. 100 sieves (inclusive) (percent)	± 4.0
Passing No. 200 sieve (percent)	± 3.0
Asphalt Content (percent)	± 0.4
Mixture Temperature (degrees F)	± 20

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The tolerances shown are the allowable variance between the physical characteristics of laboratory job mix submitted mix design and the production or operational mix, i.e., field samples.

401.03 Construction.

(A) Weather Limitations. Placement of HMA shall not be allowed under the following conditions:

- (1) On wet surfaces, e.g., surface with ponding or running water, surface that has aggregate or surface that appears beyond surface saturated dry, as determined by the Engineer.

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(2) When air temperature is below 50 degrees F and falling. HMA may be applied when air temperature is above 40 degrees F and rising. Air temperature will be measured in shade and away from artificial heat.

(3) When weather conditions prevent proper method of construction.

(B) Equipment.

(1) **Mixing Plant.** Use mixing plants that conform to AASHTO M 156, supplemented as follows:

(a) All Plants.

1. Automated Controls. Control proportioning, mixing, and mix discharging automatically. When RAP is incorporated into mixture, provide positive controls for proportioning processed RAP.

2. Dust Collector. AASHTO M 156, Requirements for All Plants, Emission Controls is amended as follows:

Equip plant with dust collector. Dispose of collected material. In the case of baghouse dust collectors, dispose of collected material or return collected material uniformly.

3. Modifications for Processing RAP. When RAP is incorporated into mixture, modify mixing plant in accordance with plant manufacturer's recommendations to process RAP.

(b) Drum Dryer-Mixer Plants.

1. Bins. Provide separate bin in cold aggregate feeder for each individual aggregate stockpile in mix. Use bins of sufficient size to keep plant in continuous operation and of proper design to prevent overflow of material from one bin to another.

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2. Stockpiling Procedures. Separate aggregate for Mix II, Mix III and Mix IV into at least three stockpiles with different gradations as follows: coarse, intermediate, and fine. Separate aggregates for Mix V into at least two stockpiles. Stockpile RAP separately from virgin aggregates.

3. Checking Aggregate Stockpile. Check condition of the aggregate stockpile often enough to ensure that the aggregate is in optimal condition.

(c) Batch and Continuous Mix Plants.

1. Hot Aggregate Bin. Provide bin with three or more separate compartments for storage of screened aggregate fractions to be combined for mix. Make partitions between compartments tight and of sufficient height to prevent spillage of aggregate from one compartment into another.

2. Load Cells. Calibrated load cells may be used in batch plants instead of scales.

(2) Hauling Equipment. Use trucks that have tight, clean, smooth metal beds for hauling HMA.

Thinly coat truck beds with a minimum quantity of non-stripping release agent to prevent mixture from adhering to beds. Diesel or petroleum-based liquid release agents, except for paraffin oil, shall not be used. Drain excess release agent from truck bed before loading with HMA.

Provide a designated clean up area for the haul trucks.

Equip each truck with a tarpaulin conforming to the following:

- (a)** In good condition, without tears and holes.
- (b)** Large enough to be stretched tightly over truck bed, completely covering mix. The tarpaulin shall be secured in such a manner that it remains stretched tightly over truck bed and HMA mix until the bed is about to be raised up in preparation for discharge.

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- (3) Asphalt Pavers.** Use asphalt pavers that are:
- (a)** Self-contained, power-propelled units.
 - (b)** Equipped with activated screed or strike-off assembly, heated if necessary.
 - (c)** Capable of spreading and finishing courses of HMA mixtures in lane widths applicable to typical section and thicknesses indicated in the contract documents.
 - (d)** Equipped with receiving hopper having sufficient capacity for uniform spreading operation.
 - (e)** Equipped with automatic feed controls to maintain uniform depth of material ahead of screed.
 - (f)** Equipped with automatic screed controls with sensors capable of sensing grade from outside reference line, sensing transverse slope of screed, and providing automatic signals to control screed grade and transverse slope.
 - (g)** Capable of operating at constant forward speeds consistent with satisfactory laying of mixture.
 - (h)** Equipped with a means 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.** Blaw-Knox bituminous pavers shall be equipped with the Blaw-Knox Materials Management Kit (MMK).
- 2. Cedarapids Bituminous Pavers.** Cedarapids bituminous pavers shall be those that were manufactured in 1989 or later.

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3. Barber-Green/Caterpillar Bituminous Pavers.
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}”.

Bituminous pavers not listed above shall have similar attachments or designs that shall make them equivalent to the bituminous pavers listed above. The Engineer will solely decide if it is equal to or better than the setups described for the equipment listed above.

Submit for review and acceptance, prior to the start of using the paver for the placing of plant mix, a full description in writing of the means and methods that will be used to prevent the bituminous paver from having both aggregate and temperature segregation. Use of any paver that has not been accepted is prohibited until acceptance of the paver is received from the Engineer. Any pavement placed with an unaccepted paver will be regarded as not compliant work and may not be paid for and may require removal.

Supply a Certificate of Compliance that verifies that the manufacturer’s approved means and methods used to prevent bituminous paver from having both aggregate and temperature segregation have been implemented on all pavers used on the project and are working in accordance with the manufacturer’s requirements and Contract Documents.

(4) Rollers. Rollers shall be self-propelled, steel-tired tandem, pneumatic-tired, or vibratory-type rollers capable of reversing without shoving or tearing the just placed HMA mixture. Provide sufficient number, sequencing, type, and rollers of sufficient weight to compact the mixture to required density while mixture is still in workable condition unless otherwise indicated. Equipment shall not excessively crush aggregate. Operate rollers in accordance with manufacturer’s recommendations and Contract Documents. The use of intelligent compaction is encouraged and may be required elsewhere in the Contract Documents.

(a) Steel-Tired Tandem Rollers. Steel-tired tandem rollers used for initial breakdown or intermediate roller passes shall have minimum gross weight of 12 tons and shall provide minimum 250-pound weight per linear inch of width on drive wheel.

305 Steel-tired tandem rollers used for finish roller passes
306 shall have minimum total gross weight of 3 tons.
307

308 Do not use roller with grooved or pitted rolling drum or
309 worn scrapers or wetting pads. Replace excessively worn
310 scrapers and wetting pads before use.
311

312 **(b) Pneumatic-Tired Rollers.** Pneumatic-tired rollers shall
313 be oscillating-type, equipped with smooth-tread pneumatic tires
314 of equal size and diameter. Maintain tire pressure within 5
315 pounds per square inch of designated operational pressure
316 when hot. Space tires so that gaps between adjacent tires are
317 covered by following set of tires.
318

319 Pneumatic-tired rollers used for breakdown or
320 intermediate roller passes shall have a ballast capable of
321 establishing an operating weight per tire of not less than 3,000
322 pounds. Equip rollers with tires having minimum 20-inch wheel
323 diameter with tires inflated to 70 to 75 pounds per square inch
324 pressure when cold and 90 pounds per square inch when hot.
325 Equip rollers with skirt-type devices to maintain temperature of
326 tires during rolling operations.
327

328 Pneumatic-tired rollers used for kneading finished
329 asphalt surfaces shall have a ballast capable of establishing an
330 operating weight per tire of not less than 1,500 pounds. Equip
331 rollers with tires having minimum 15-inch wheel diameter with
332 tires inflated to 50 to 60 pounds per square inch pressure. If
333 required, equip rollers with skirt-type devices to maintain
334 temperature of tires during rolling operations.
335

336 **(c) Vibratory Rollers.** Vibratory rollers shall be steel-tired
337 tandem rollers having minimum total weight of 3 tons. Equip
338 vibratory rollers with amplitude and frequency controls and
339 speedometer. Operate vibratory roller in accordance with
340 manufacturer's recommendations. For very thin lifts, 1 inch or
341 less in thickness, vibratory rollers shall not be used in the
342 vibratory mode. Instead, operate the unit in the static mode.
343

344 **(5) Hand Tools.** Keep hand tools used in production, hauling, and
345 placement of HMA clean and free of contaminants. Diesel or mineral
346 spirits or other cleaning material that is potentially deleterious to HMA
347 may be used to clean hand tools providing:
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349 **(a)** It does not contaminate HMA with cleaning material.
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(b) Clean hand tools over catch pan with capacity to hold all the cleaning material.

(c) Remove all diesel or mineral spirits or other cleaning material that is potentially deleterious to HMA from hand tools before using with HMA.

(d) Hand tools used shall be in a condition such that it meets the requirements that it was manufactured for, e.g., a straightedge shall meet the straightness requirement of the manufacturer.

(6) Material Transfer Vehicle (MTV).

(a) **Usage.** MTV usage applies to surface courses of paving projects on all Islands except Lanai, unless otherwise indicated. When placing HMA surface course use MTV to independently deliver mixtures from hauling equipment to paving equipment. MTV usage will not be required for the following:

1. Projects with less than 1,000 tons of HMA.
2. Temporary pavements.
3. Bridge deck approaches.
4. Shoulders.
5. Tapers.
6. Turning lanes.
7. Driveways.
8. Areas with low overhead clearances.

(b) **Equipment.** When using MTV, install minimum 10-ton-capacity hopper insert in conventional paver hopper. Provide the following equipment:

1. High-capacity truck unloading system in MTV capable of receiving HMA from hauling equipment.
2. MTV storage bin with minimum 15-ton capacity.

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3. An auger mixing system in one of the following: the MTV storage bin, or paver hopper insert, or paver hopper to continuously mix HMA prior to discharging to the paver's conveyor system.

Avoid stop-and-go operations by coordinating plant production rate, number of haul units, and MTV and paver speeds to provide a continuous, uniform, segregation-free material flow and smooth HMA pavement. Maintain uniform paver speed to produce smooth pavements.

(c) Performance Evaluation. Evaluate the performance of MTV and mixing equipment by measuring mat temperature profile immediately behind paver screed on first day of paving and when it feels the need to do so due to perceived changes in performance or as directed by the Engineer.

Use a hand-held temperature device that has been calibrated within the past 12 months. It shall be an infrared temperature gun is capable of measuring in one degree or finer increments between the temperatures of 80 degrees to 400 degrees F with a laser to indicate where the temperature reading is being taken. Six temperature profile measurements shall be taken of mat surface using infrared temperature gun at 50-foot intervals behind paver. Each temperature profile shall consist of three surface temperature measurements taken transversely across the mat in approximately a straight line from screed while paver is operating. For each profile, temperatures shall be measured approximately 1 foot from each edge and in middle of mat. The difference between maximum and minimum temperature measurements for each temperature profile shall not exceed 10 degrees F. If any two or more temperature profiles exceeds the allowable 10-degree F temperature differential, halt paving operation and adjust MTV or mixing equipment to ensure that material placed by paver meets specified temperature requirements. Redo the measuring of mat temperature profile until adjustment of the MTV or mixing equipment is adequate. Submit all temperature profiles to the Engineer by next business day. Information on the report shall show location and temperature readings and time test was performed. Enough information shall be given, so the Engineer will be able to easily locate the test site of the individual measurement.

When requested temperature profile measurements shall be done in the presence of the Engineer.

442 Once adjustments are made, repeat measurement
443 procedure for the next two placements to verify that material
444 placed by paver meets specified temperature requirements.
445 Terminate paving if temperature profile requirements are not
446 met during repeated measurement procedure. If equipment
447 fails to meet requirements after measurement procedure is
448 repeated once, replace equipment before conducting any
449 further temperature profile measurements

451 The Engineer may perform surface temperature profile
452 measurements at any time during project. The Engineer may
453 in lieu of a hand-held infrared temperature device use an
454 infrared camera or device that is capable of measuring
455 temperatures to locate cold spots. If such cold spots exist, the
456 Engineer may require adjustments to the MTV.

458 If bleeding or fat spots occur in the pavement adjust
459 means and methods to eliminate such pavement defects and
460 perform remedial repair to pavement acceptable to the
461 Engineer. Bleeding is defined as excess binder occurring on
462 the surface of the pavement. It may create a shiny, glass-like,
463 reflective appearance and may be tacky to the touch. Fat spots
464 are localized bleeding.

466 **(d) Transport.**

468 **1. Trailered MTV.** Transport MTV by means of
469 truck-tractor/trailer combination in accordance with
470 Chapter 104 of Title 19, Department of Transportation,
471 entitled "The Movement by Permit of Oversize and
472 Overweight Vehicles on State Highways".

474 **2. Crossing Bridges for Self-Powered MTV.**
475 When self-powered MTV exceeds legal axle or total
476 weight limits for vehicles under the HRS, Chapter 291,
477 conform to the following when crossing bridges within
478 project limits unless otherwise indicated:

- 480 a. Completely remove mix from MTV.
- 481
- 482 b. Move MTV at relatively constant speed not
483 exceeding 5 miles per hour. MTV will not be
484 allowed to stop on bridge.
- 485

486 c. No other vehicle or equipment will be
487 allowed on bridge.

488
489 d. The MTV shall not attempt to cross a
490 bridge where the posted load limit is less than or
491 equal to the weight of the MTV empty.
492 Permission to cross the bridge shall be obtained
493 from the Engineer and HWY-DB in writing.
494

495 **(C) Preparation of Surface.** Clean existing pavement in accordance with
496 Section 310 - Brooming Off. Apply tack coat in accordance with Section 407
497 - Tack Coat. Tack coat shall not be applied to surfaces to receive an
498 application of joint adhesive.
499

500 Where indicated, bring irregular surfaces to uniform grade and cross
501 section by furnishing and placing one or more leveling courses of HMA Mix
502 V. Spread leveling course in variable thicknesses to eliminate irregularities
503 in existing surface. Place leveling course such that maximum depth of each
504 course, when thoroughly compacted, does not exceed 3 inches.
505

506 In multiple-lift leveling course construction, spread subsequent lifts
507 beyond edges of previously spread lifts in accordance with procedures
508 contained in current edition of the Asphalt Institute's *Construction of Hot Mix*
509 *Asphalt Pavements*, Manual Series No. 22 (MS-22) for leveling wedges.
510

511 Notify the Engineer of existing surfaces that may not be in a condition
512 that will have enough strength to be a good bonding surface or foundation
513 and should be removed or have remedial repairs done before new pavement
514 placement.
515

516 **(D) Plant Operation.**

517
518 **(1) Preparation of Asphalt Binder.** Uniformly heat asphalt binder
519 and provide continuous supply of heated asphalt cement from storage
520 to mixer. Do not heat asphalt binder above the recommendation of
521 the supplier for modified binders or above 350 degrees F for neat
522 binders.
523

524 **(2) Preparation of Aggregate.** Dry and heat aggregate material
525 at temperature sufficient to produce design temperature of job-mix
526 formula. Do not exceed 350 degrees F. Adjust heat source used for
527 drying and heating to avoid damage to and contamination of
528 aggregate. When dry, aggregate shall not contain more than 1
529 percent moisture by weight.

530 For batch plants, screen aggregates immediately after heating
531 and drying into three or more fractions. Convey aggregates into

532 separate compartments ready for batching and mixing with asphalt
533 binder.

534
535 **(3) Mixing.** Measure aggregate and asphalt; or aggregate, RAP,
536 and asphalt into mixer in accordance with an accepted job-mix
537 formula. Mix until components are completely mixed and adequately
538 coated with asphalt binder in accordance with AASHTO M 156.
539 Percent of coated particles shall be 95 percent when tested in
540 accordance with AASHTO T 195.

541
542 **(4) Plant Inspection.** For control and acceptance testing during
543 periods of production, provide a testing laboratory that meets the
544 requirements of AASHTO M 156. Provide space, utilities, and
545 equipment required for performing specified tests.

546
547 **(E) Spreading and Finishing.** Prior to each day's paving operation,
548 check screed or strike-off assembly surface with straight edge to ensure
549 straight alignment and there is no damage or wear to the machine that will
550 affect performance. Provide screed or strike-off assembly that produces
551 finished surface without tearing, shoving, and gouging HMA. Discontinue
552 using spreading equipment that leaves ridges, indentations, or other marks,
553 or combination thereof in surface that cannot be eliminated by rolling or
554 affects the final smoothness of the pavement or be prevented by adjustment
555 in operation.

556
557 Maintain HMA at minimum 250 degrees F temperature at discharge to
558 paver. The Engineer shall observe the contractor measuring the temperature
559 of mix in hauling vehicle just before depositing into spreader or paver or MTV.

560
561 Deposit HMA in a manner that minimizes segregation. Raise truck
562 beds with tailgates closed before discharging HMA.

563
564 Lay, spread, and strike off HMA upon prepared surface. Where
565 practical, use asphalt pavers to distribute mixture.

566
567 Where practical, control horizontal alignment using automatic grade
568 and slope controls from reference line, slope control device. Existing
569 pavements or features shall not be used for grade control alone.

570
571 Obtain sensor grade reference, horizontal alignment by using
572 established grade and slope controls. For subsequent passes, substitution
573 of one ski with joint-matching shoe riding on finished adjacent pavement is
574 acceptable. Use of a comparable non-contact mobile reference system and
575 joint matching shoe is acceptable.

576

577 Avoid stop-and-go operation. Maintain a constant forward speed of
578 paver during paving operation and minimize other methods that impact
579 smoothness.
580

581 Offset longitudinal joint in successive lifts by approximately 6 inches.
582 Incorporate into paving method an overlap of material of 1-inch +/- 0.5 inches
583 at the longitudinal joint. The HMA overlap material shall be left alone when
584 initially placed and shall not be bumped back or pushed back with a lute or
585 any other hand-held device. If the overlap exceeds the maximum amount,
586 remove the excess with a flat shovel, allowing recommended amount of
587 overlap HMA material to remain in place to be compacted. Do not throw the
588 removed excess HMA material on to the paving mat. The longitudinal joint
589 in a surface course when total roadway width is comprised of two lanes shall
590 be near the centerline of pavement or near lane lines when roadway is more
591 than two lanes in width. The longitudinal joint shall not be constructed in the
592 wheel path or under the longitudinal lane lines. Make a paving plan drawing
593 showing how the longitudinal joint will not be located in these areas.
594

595 Control the horizontal alignment of the longitudinal edge of the HMA
596 mat being installed so that the edge is parallel to the centerline or has a
597 uniform alignment, e.g., the edge of the mat is straight line or uniform curve,
598 no wavy edge, etc. to have a consistent amount of HMA material at the joint.
599

600 Check the compaction of the longitudinal joint during paving often
601 enough to ensure that it will meet the compaction requirements.
602

603 If nuclear gauges and ground penetrating radar are used as the
604 contractor's quality control method, they shall be properly calibrated and
605 periodically checked by comparison to cores taken from the pavement. The
606 use of sand as an aid in properly seating the gauge may also be considered
607 for improving the accuracy of the gauge.
608

609 In areas where irregularities or unavoidable obstacles make use of
610 mechanical spreading and finishing equipment impracticable, spread, rake,
611 and lute mixture by hand tools. For such areas, deposit, spread evenly, and
612 screed mixture to required compacted thickness.
613

614 Demonstrate competence of personnel operating grade and crown
615 control device before placing surface courses. If automatic control system
616 becomes inoperative during the day's work, the Engineer will permit the
617 Contractor to finish day's work using manual controls. The Engineer may
618 also allow additional HMA to be ordered and placed using manual controls if
619 it will provide a safer work site for the public to travel through. Do not resume
620 work until automatic control system is made operative. The Engineer may
621 waive requirement for electronic screed control device when paving gores,

622 shoulders, transitions, and miscellaneous reconstruction areas where the
623 use of the devices is not practical.

624
625 When production of HMA can be maintained and when practicable,
626 use pavers in echelon shall be used to place surface course in adjacent
627 lanes.

628
629 At the end of each workday, HMA pavement that is open to traffic shall
630 not extend beyond the panel of the adjacent new lane pavement by more
631 than the distance normally placed in one workday. At end of each day's
632 production, construct tapered transitions along all longitudinal and transverse
633 pavement drop-offs; this shall apply to areas where existing pavement is to
634 meet newly placed pavement. Use slopes of 6:1 for longitudinal taper
635 transitions and 48:1 for transverse tapered transitions. Maximum drop-off
636 height along the joints shall be 3 inches. Also, using a 48:1 slope provides a
637 taper around any protruding object, e.g., manholes, drain boxes, survey
638 monuments, inlets, etc., that may be above pavement surface when opened
639 to the public. If the object is below the surface of the pavement then fill the
640 depression until it is level with the surrounding pavement or raise depressed
641 objects to the finish grade of the placed pavement. Remove and dispose of
642 all transition tapers before placing adjoining panel or next layer of HMA.
643 Notify traveling public of pavement drop-offs or raised objects with signs
644 placed in every direction of traffic that may use and encounter pavement
645 drop-offs or protruding objects or holes.

646
647 Use the same taper rates for areas where there is a difference in
648 elevation due to construction work.

649
650 At end of each workweek, complete full width of the roadway's
651 pavement, including shoulders, to same elevation with no drop-offs.

652
653 **(F) Compaction.** Immediately after spreading and striking off HMA and
654 adjusting surface irregularities, uniformly compact mixture by rolling.

655
656 Initiate compaction at highest mix temperature allowing compaction
657 without excessive horizontal movement. Temperature shall not be less than
658 220 degrees F.

659
660 Finish rolling using tandem roller while HMA temperature is at or
661 above 175 degrees F.

662
663 On superelevated curves, begin rolling at lower edge and progress to
664 higher edge by overlapping of longitudinal trips parallel to centerline.

665
666 If necessary, repair damage immediately using rakes and fresh mix.
667 Do not displace line and grade of HMA edges during rolling.

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Keep roller wheels properly moistened with water or water mixed with small quantities of detergent. Use of excess liquid, diesel, and petroleum-based liquids will not be allowed on rollers.

Along forms, curbs, headers, walls and other places not accessible to rollers, compact mixture with hot hand tampers, smoothing irons, or mechanical tampers. On depressed areas, trench roller or cleated compression strips under roller may be used to transmit compression.

Before the start of compaction or during compaction or both remove pavement that is loose, broken, or contaminated, or combination thereof; pavement that shows an excess or deficiency in asphalt binder content; and pavement that is defective in any way. Replace with fresh HMA pavement of same type, and compact. Remove and replace defective pavement and compact at no increase in contract price or contract time.

Operate rollers at slow and uniform speed with no sudden stops. The drive wheels shall be nearest to the paver. Continue rolling to attain specified density and until roller marks are eliminated.

Rollers shall not be parked on the pavement placed that day or shift.

(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 93.0 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.

Place HMA pavement in individual lifts that are within minimum and maximum allowable compacted thickness for various types of mixture as specified in Table 401.02-1 - Limits of Compacted Lift Thickness and Asphalt Content.

(2) HMA Pavement Courses Less Than One and a Half Inches Thick. Where HMA pavement compacted thickness indicated in the contract documents is less than 1-1/2 inches, compaction to a specified density will not be required.

Use only non-vibratory, steel-tired, tandem roller. Roll entire surface with minimum of two roller passes. A roller pass is defined as one trip of the roller in one direction over any one spot.

For intermediate rolling, roll entire surface with minimum of four

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passes of roller.

Finish rolling using steel-tired, tandem roller. Continue rolling until entire surface has been compacted with minimum of three passes of roller, and roller marks have been eliminated.

Do not use rollers that will excessively crush aggregate.

(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 than 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. Paved shoulders shall be compacted in the same manner as pavements designed for vehicular traffic.

(G) Joints, Trimming Edges and Utility Marking. At HMA pavement connections to existing pavements, make joints vertical to depth of new pavement. Saw cut existing pavement and cold plane in accordance with Section 415 - Cold Planing of Existing Pavement to depth equal to thickness of surface course or as indicated in the Contract Documents.

At HMA connections to previously placed lifts, form transverse joints by cutting back on previous run to expose full depth of course. Dispose of material trimmed from edges. Protect end of freshly laid mixture from rollers.

Before and after paving, identify and mark location of existing utility manholes, valves, and handholes on finished surface. Adjust existing frames and covers and valve boxes to final pavement finish grade in accordance with Section 604 - Manholes, Inlets and Catch Basins and Section 626 - Manholes and Valve Boxes for Water and Sewer Systems.

(1) Longitudinal joints. Submit for review the means and methods that will be used to install longitudinal joints at the required compaction and density. Compact longitudinal joints to be not less than 91.0 percent of the maximum specific gravity determined in accordance with AASHTO T 209, modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate. Verify the compaction of the longitudinal joints meets requirements by using non-destructive testing methods during paving and submit the results on the daily quality control test reports.

759 Test for compaction and density regardless of layer thickness.
760 Compaction and density of the longitudinal joint shall be determined by using
761 six-inch diameter cores. For longitudinal joints made using butt joints cores
762 shall be taken over the joint with half of the core being on each side of the
763 joint. For longitudinal joints using butt wedge joints, center core over the
764 center of the wedge so that 50 percent of the material is from the most
765 recently paved material and the remaining 50 percent of the core is from the
766 material used to pave the previous layer. One core shall be taken at a
767 maximum of every 250 tons of longitudinal joint and any fraction of that length
768 for each day of paving with a minimum of one core taken for each longitudinal
769 joint per day. Cores taken for the testing of the longitudinal joint may be used
770 to determine pavement thickness.

771
772 When the longitudinal joints are found to have less than 91.0 percent
773 of the maximum specific gravity, overband all longitudinal joints within the
774 entire lot represented by the non-compliant core, PG binder seal coat, or
775 other type of joint enrichment accepted by the Engineer. The overband shall
776 not decrease the skid resistance of the pavement under any ambient weather
777 condition. Submit overband material's catalog cuts, test results and
778 application procedure for review and acceptance by the Engineer before use.
779 Center the overband over the longitudinal joint. The overband shall be placed
780 in a uniform width and horizontal alignment. The overband shall have no
781 holidays or streaking in its placement. The width of the overband shall be
782 based on how the longitudinal joint was constructed or as directed by the
783 Engineer. If a butt joint is used, the overband width shall be a minimum of
784 12-inches. For butt wedge or wedge joints the overband width shall be the
785 width of the wedge plus an additional six-inches minimum. Replace any
786 pavement markings damaged or soiled by the overband remedial repair
787 process.

788
789 For longitudinal joints that have a compaction of less than 89 percent
790 of the maximum specific gravity; removal may be required by the Engineer
791 instead of overbanding the non-compliant joint.

792
793 Persistent low compaction results may be a cause to suspend work
794 and remove non-conforming work. During the suspension of paving, revise
795 means and methods used in constructing longitudinal joints and submit to the
796 Engineer for review and acceptance. Suspension may occur when:

- 797
798 (1) Two or more longitudinal joints tests fail to meet the minimum
799 compaction
800 (2) One sample reveals that the joint compaction is 89 percent or
801 less.
802

803 Compaction results for longitudinal joints until January 1, 2023 will not
804 be included in any Sliding Scale Pay Factor for Compaction payment
805 calculation. After, January 1, 2023 it will be included.
806

807 **(H) HMA Pavement Samples.** Obtain test samples from compacted
808 HMA pavement within 72 hours of lay down. Provide minimum 4-inch
809 diameter cores consisting of undisturbed, full-depth portion of compacted
810 mixture taken at locations designated by the Engineer in accordance with the
811 “Sampling and Testing Guide for Acceptance and Verification” in Hawaii DOT
812 Highways Division, *Quality Assurance Manual for Materials*, Appendix 3.
813 Cores shall be taken in the presence of the Engineer. Turn cores over to
814 Engineer immediately after cores have been taken.
815

816 For pavement samples for longitudinal joints provide 6-inch diameter
817 cores minimum. For pavement samples for other than longitudinal joints
818 4-inch diameter cores minimum shall be taken. All cores shall consist of
819 undisturbed, full-depth of the lift of the compacted mixture taken at locations
820 designated by the Engineer in accordance with the “Sampling and Testing
821 Guide for Acceptance and Verification” in Hawaii DOT Highways Division,
822 *Quality Assurance Manual for Materials*, appendix 3. Coring of longitudinal
823 joints shall use a modified HDOT Sampling and Testing Guide as required
824 by the Contract Documents.
825

826 Cores that separate shall indicate to the Engineer that there is
827 insufficient bonding of layers. Modify the previously used paving means and
828 methods to prevent future debonding of layers. Debonding of a core sample
829 after adjustment of the Contractor’s methods will be an indication of
830 continued non-conforming work and the Engineer may direct removal of the
831 layer at no additional cost or contract time.
832

833 Restore HMA pavement immediately after obtaining samples. Clean core
834 hole and walls of all deleterious material that will prevent the complete filling
835 of the core hole and the bonding of the new HMA to the existing. Apply tack
836 coat to vertical faces of sample holes. Fill sampled area with new HMA
837 pavement of same type as that removed. If hand compaction is used; fill in
838 layers not exceeding the minimum thickness stated in Table 401.02-1 - Limits
839 of Compacted Lift Thickness And Asphalt Content. Compact each layer to
840 compaction requirements. If Mechanical Compaction methods are used, then
841 layers may be the maximum layer thickness stated in Table 401.02-1 - Limits
842 of Compacted Lift Thickness And Asphalt Content. Using tires or hand
843 tamping to compact the HMA material to restore the pavement shall not be
844 considered as mechanical compaction.
845

846 Only sample and test leveling course if 1-1/2 inches or greater. No
847 compaction requirements for less than 1-1/2 inches.
848

849 **(I) HMA Pavement Thickness Tolerances.**

850
851 The Engineer will measure thickness of pavement by cores obtained
852 by the Contractor in accordance with HDOT TM 09-19 Field Sampling
853 Bituminous Material after Compaction (Obtaining Cores). The Engineer will
854 measure cores in accordance with HDOT TM 09-19, except that
855 measurement will be taken to nearest one thousandth of an inch; and
856 average of such measurements will be taken to nearest one hundredth of an
857 inch.

858
859 Thickness of finished HMA pavement shall be within 0.25 inch of
860 thickness indicated in the Contract Documents. Pavement not meeting the
861 thickness requirements of the Contract Documents may be required by the
862 Engineer to be removed and replaced.

863
864 Corrective methods taken on pavement exceeding specified
865 tolerances, e.g., insufficient thickness by methods accepted by the Engineer,
866 including removal and replacement, shall be at no increase in contract price
867 or contract time.

868
869 The checking of pavement thickness shall be done after all remedial
870 repairs, e.g., smoothness compliance repairs, compaction, have been
871 completed, reviewed, and accepted by the Engineer.

872
873 **(J) Quality Control Using New Technology.** The Engineer and MTRB
874 reserves the right to utilize new technology and methods to improve the
875 detection of noncompliant work on the project. The technology or method
876 may be used to locate defects in the work, e.g., ground penetrating radar to
877 locate delaminations, moisture damage, thin sections, voids, non-compliant
878 compaction, other non-destructive testing to locate flaws. The defect will be
879 verified by the methods stated in the Contract Documents or by other
880 established conventional means. If the technology or method has already
881 been accepted elsewhere or has standardized testing procedures the results
882 may be judged acceptable by the Engineer and no further testing will be
883 required. These new technologies and methods may be used for the
884 selection of sampling locations.

885
886 **(K) Protection of HMA Pavement.** Except for construction equipment
887 directly connected with paving operations, keep traffic off HMA pavement.

888
889 Protect HMA pavement from damage until it has cooled and set.

890
891 Do not refuel equipment or clean equipment or hand tools over paved
892 surfaces unless catch pan or device that will contain spilled fuel and other
893 products is provided. After completion of refueling or cleaning, remove catch
894 pan or device without spilling any of the collected content.

895 Do not park roller or other paving equipment on HMA pavement paved
896 within 24 hours of laydown.

897
898 **(L) Pavement Joint Adhesive**
899

900 **(1) Pavement Joint Adhesive on Joints.** Use on all asphalt
901 pavement construction where joints are formed at such
902 locations but not limited to the following:

903
904 **(a)** Adjacent asphalt pavements, e.g., trafficked lanes,
905 shoulders, etc.

906
907 **(b)** Asphalt pavement and adjacent concrete pavement or
908 curb and gutter or any other surface where the bonding of the
909 asphalt pavement and concrete surface is desired,

910
911 **(c)** Transverse joints between asphalt pavements not
912 placed at the same time or if the pavement's temperature on
913 one side of the joint is below the minimum temperature the mix
914 can be at, during asphalt pavement compaction or installation.

915
916 **(d)** Cut face of an existing pavement where it will have new
917 HMA pavement placed against it, e.g., utility trenches, partial or
918 full depth repairs, etc.

919
920 Pavement joint adhesive is not required on a longitudinal
921 construction joint between adjacent hot mix asphalt pavements
922 formed by echelon paving. Echelon paving is defined as paving
923 multiple lanes side-by-side with adjacent pavers slightly offset at the
924 same time.

925
926 A longitudinal construction joint between one shift's work and
927 another shall have pavement joint adhesive applied at the joint. Any
928 longitudinal construction joint formed, with the temperature on one
929 side of the joint that is below the minimum temperature the mix can be
930 when compacted to contract requirements during asphalt pavement
931 installation, shall have pavement joint adhesive applied at the joint.

932
933 **(2) Material requirements.** Asphalt joint adhesive shall meet
934 requirements as specified in Table 401.03-1 - Asphalt Joint Adhesive
935 Specifications.
936

TABLE 401.03-1 – ASPHALT JOINT ADHESIVE SPECIFICATIONS		
TEST		SPECIFICATION
Brookfield Viscosity, 204 °C [400 °F]	ASTM D 3236	4,000-10,000 cp
Cone Penetration, 25 °C [77 °F]	ASTM D 5329	60-100 dmm
Resilience, 25 °C [77 °F]	ASTM D 5329	30% minimum
Ductility, 25 °C [77 °F]	ASTM D 113	30 cm minimum
Ductility, 4 °C [39.2 °F]	ASTM D 113	30 cm minimum
Tensile Adhesion, 25 °C [77 °F]	ASTM D 5329	500% minimum
Softening Point	ASTM D 36	77 °C [170 °F] min.
Asphalt Compatibility	ASTM D 5329	Pass

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(3) Construction Requirements for Asphalt Joint Adhesive

(a) **Equipment Requirements.** Use a jacketed double boiler type melting unit, with both agitation and recirculation systems. Provide a pressure feed wand application system.

(b) **Material Handling.** Submit a copy of the manufacturer's recommendations for heating, re-heating, and applying the joint adhesive material. Follow manufacturer's recommendations. Do not remove the joint adhesive from the package until immediately before it is placed in the melter. Joint adhesive boxes must be clearly marked with the name of the manufacturer, the trade name of the adhesive, the manufacturer's batch and lot number, the application/pour temperature, and the safe heating temperature. Feed additional material into the melter at a rate equal to the rate of material used.

Verify the pouring temperature of the joint adhesive at least once per hour at the point of discharge. Stop production if the adhesive falls below the recommended application/pour temperature. When the temperature of the adhesive exceeds the maximum safe heating temperature, stop production, empty the melter, and dispose of that adhesive in an environmentally safe method. No payment will be made for this material or its disposal.

Do not blend or mix different manufacturer's brands or different types of adhesives.

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(c) Joint Adhesive Application: The face of the joint that the new asphalt pavement will bind to shall be clean and dry before the joint adhesive is applied. Apply the pavement joint adhesive material to the entire face of the surface where HMA pavement shall be installed. The thickness of the asphalt adhesive application shall be approximately 1/8 inch. Use an application shoe attached to the end of application wand. Do not overlap the joint by greater than 1/2-inch at the top of the joint or two-inches at the bottom of the joint. Apply the joint adhesive immediately in front of the paving operation. If the adhesive is tracked by construction vehicles, repair the damaged area, and restrict traffic from driving on the adhesive.

(d) Field Sampling. Take a sample from the application wand during the first 20 minutes of placing sealant. One sample should be taken per manufacturer's batch or minimum of every 6 months on the Project in the presence of the Engineer.

Each sample shall consist of one quart in an aluminum or steel sample container. The sampling container shall be labeled with Contractor's name; project name and number; date and time sample taken; location of where material was used at, e.g., from where to where it was used at in stations; manufacturer and lot number of the sealant. Turn over samples to Engineer without Engineer losing sight of the sample. The Engineer reserves the right to conduct supplementary sampling and testing of the sealant material.

(M) Pavement Smoothness Rideability Test. Perform surface profile tests frequently to ensure that the means and methods being used produces pavement that is compliant with the surface profile smoothness requirement. Test the pavement surface for smoothness with High-Speed Inertial Profiler to determine the International Roughness Index (IRI) of the pavement. For the locations determined by the Engineer, a 10-foot straightedge shall be used to measure smoothness.

All smoothness testing must be performed with the presence of the Engineer. The High-Speed Inertial Profiler operator shall be a certified operator by MTRB or the manufacturer.

The High-Speed Inertial Profiler operator's certification shall be no older than five years old at the date of the Notice to Proceed and at the day of the pavement profile measurement.

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The finished pavement shall comply to all the following requirements:

(a) Smoothness Test using 10-Foot Straightedge (Manual or rolling) The 10-foot straightedge is used to identify the locations that vary more than 3/16 inch from the lower edge when the 10-foot straightedge is laid on finished pavement on the direction parallel with the centerline or perpendicular to centerline. Remove the high points that cause the surface to exceed that 3/16 inch tolerance by grinding.

The Contractor shall use a 10-foot straightedge for the following locations:

1. Longitudinal profiling parallel to centerline, when within 15 feet of a bridge approach or existing pavement which is being joined.
2. Transverse profiling of cross slopes, approaches, and as otherwise directed with respect to the requirements below:
 - a) Lay the straightedge in a direction perpendicular to the centerline.
3. When pavement abuts bridge approaches or pavement not under this Contract, ensure that the longitudinal slope deviations of the finished pavement comply with Contract Document's requirements.
4. Short pavement sections up to 600 feet long, including both mainline and non-mainline sections on tangent sections and on horizontal curves with a centerline radius of curve less than 1,000 feet.
5. Within a superelevation transition on horizontal curves having centerline curve radius less than 1,000 feet, e.g., curves, turn lanes, ramps, tapers, and other non-mainline pavements.
6. Within 15 feet of transverse joint that separates pavement from existing pavement not constructed under the contract, or from bridge deck or approach slab for longitudinal profiling.
7. At miscellaneous areas of improvement where width is less than 11 feet, such as medians, gore areas, and shoulders.

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8. As otherwise directed by the Engineer. The Engineer may confine the checking of through traffic lanes with the straightedge to joints and obvious irregularities or choose to use it at locations not specifically stated in this Section.

(b) High-Speed Inertial Profiler

There shall be a minimum 3 profile runs per lane, for each wheel path (left and right) which is approximately three feet from edge lane line. The segment length shall be 0.1 mi. The final segments in a lane that are less than 0.1 mi shall be evaluated as an independent segment and pay adjustments will be prorated for length. The profiles shall be taken in the direction of traffic only.

The latest version of FHWA ProVAL software shall be used to conduct profile analysis to determine IRI and areas of localized roughness. The IRI values shall be reported in units of in/mi.

Areas of localized roughness will be identified by using ProVAL's "Smoothness Assurance" analysis, calculating IRI with a continuous short interval of 25 feet and the 250-mm filter applied.

Additional runs may be required by the Engineer if the data indicate a lack of repeatability of results. A 92% agreement is required for repeatability and IRI values shall have at minimum a 95% confidence level.

(N) Required Pavement Smoothness

The IRI for the left and right wheel paths in an individual lane will be computed and then averaged to determine the Mean Roughness Index (MRI) values. The MRI will be used to determine acceptance and pay adjustment. Each lane shall be tested and evaluated separately.

There are three (3) categories of target MRI values:

TABLE 401.03-2 – PAVEMENT SMOOTHNESS CATEGORIES		
Category	Description	MRI
Type A	Three or more opportunities for improving ride	Shall not exceed 60 in/mi
Type B	Two opportunities for improving ride	Shall not exceed 70 in/mi
Type C	One opportunities for improving ride	Shall not exceed 75 in/mi

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1097 An opportunity for improving ride is considered as one (1) lift of asphalt
1098 pavement, including but not limited to HMAB, HMA, PMA, and SMA

1099 For the location where a 10-foot manual straightedge is required, the
1100 surface shall not vary more than 3/16 inch from the lower edge of a
1101 straightedge.
1102

1103 No pre-final inspection, final inspection, and substantial completion
1104 granted will be made until the pavement meets smoothness requirement and
1105 all required profile reports are submitted to the Engineer and MTRB and are
1106 accepted.
1107

1108 **(O) Request for Profile Testing by the Department.**

1109
1110 For Type C, prior to pavement activities, the Engineer will measure the
1111 smoothness of the existing pavement.
1112

1113 The Contractor shall submit a written request to the Engineer to
1114 perform all required profile tests.
1115

1116 The request shall be made at least 30 days before desired testing date
1117 and shall include an approximate acceptance profile testing date, a plan view
1118 drawing of the area to be tested with the limits of the test area highlighted.
1119

1120 The Contractor shall reimburse HDOT for any incurred cost related to
1121 any Contractor-caused cancellation or a deduction to the monthly payment
1122 will be made.
1123

1124 **(P) Department Requirements for Profile Testing.** When a request for
1125 testing is made, the requested area to be tested shall be 100% of the total
1126 area indicated to be paved in the Contract Documents unless the requirement
1127 is waived by the Engineer and MTRB.
1128

1129 Department acceptance surface tests will not be performed earlier
1130 than 14 days after HMA placement.
1131

1132 Clean debris and clear obstructions from area to be tested, as well as
1133 a minimum of 100 feet before and beyond the area to be tested before testing
1134 starts for use as staging areas. Provide traffic control for all profile testing.
1135

1136 The Engineer or MTRB or both may cancel the profile testing if the test
1137 area is not sufficiently clean, traffic control is unsatisfactory, or the area is not
1138 a safe work environment or test area does not meet Contract Document
1139 requirements. This canceled profile test will count as one profile test.
1140

1141 **(Q) Cost of Acceptance Profile Testing by The Department.** The
1142 Engineer, MTRB, or State's Third-Party Consultant will perform one initial
1143 profile test, at no cost to the Contractor for each area to be tested.
1144

1145 The Department's High-Speed Inertial Profiler pavement profile will be
1146 used to determine if the pavement's profile, i.e., smoothness is acceptable.
1147

1148 If the profile of the pavement does not meet the requirements of the
1149 Contract Documents, the Contractor shall perform remedial work, i.e.
1150 corrective work then retest the area to ensure that the area has the required
1151 MRI, i.e., smoothness, before requesting another profile test by the Engineer.
1152

1153 **(1) Additional testing.** Additional testing, by the Department
1154 beyond the initial test will be performed at cost to the Contractor as
1155 follows:
1156

1157 **(a)** \$2,500 per test will be required when Department
1158 personnel or State's Third-Party Consultant is used.
1159

1160 **(R) Remedial Work for Pavements.**
1161

1162 **(1)** Corrective work shall be required for any 25 ft interval with a
1163 localized roughness in excess of 160 in/ mi. The Engineer may waive
1164 localized roughness requirements for deficiencies resulting from
1165 manholes or other similar appurtenances. Adjust manholes or other
1166 similar appurtenances so that using a 10-ft. straightedge the area
1167 around that manhole or other similar appurtenance shall not have
1168 more than 3/16-in. variation between any 2 contacts on the
1169 straightedge.
1170

1171 i. If corrective action is not successful, the Engineer may require
1172 continued corrective action, or apply a payment adjustment of
1173 \$250 per occurrence.
1174

1175 **(2)** Corrective work shall also be required for any 0.1 mile interval
1176 with an average MRI above 95.0 in/mi for Types A and B. For Type
1177 A, correct the deficient section to an MRI of 60 in/mi or less. For Type
1178 B, correct the deficient section to an MRI of 70 in/mi or less. For Type
1179 C, corrective work may be required by the Engineer for 0.1 mile
1180 intervals that have an average MRI above the threshold shown in
1181 Tables 401.03-4 and 5 as applicable.
1182

1183 i. If corrective action does not produce the required improvement,
1184 the Engineer may require continued corrective action, or apply
1185 payment adjustment per Section 401.03S.
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(3) The Contractor shall notify the Engineer at least 24 hours prior to commencement of the corrective work. The Contractor shall not commence corrective work until the methods and procedure have been approved in writing by the Engineer.

(4) All smoothness corrective work for areas of localized roughness shall be for the entire lane width. Pavement cross slope shall be maintained through corrective areas.

(5) The remedial repair areas shall be neat, rectangular areas having a uniform surface appearance.

If grinding is used on HMA pavement, the surface shall have nearly invisible grinding marks to passing motorist.

(6) Other methods may include milling and overlaying HMA pavement. The length, depth of the milling and the replacement material will be solely decided by the Engineer.

(7) The finished repaired pavement surface shall leave no ridges or valleys or fins of pavement other than those allowed below.

(8) Remedial repairs shall not leave any drainage structures' inlets higher than the surrounding pavement or alter the Contract Document's drainage pattern.

(8) For items in the pavement other than drainage structures, e.g., manhole frame and covers, survey monuments, expansion joints etc., the finish pavement, ground or not, shall not be more than 1/4 inch in elevation difference. Submit to the Engineer remedial repair method to correct these conditions for acceptance.

(9) Pick up immediately grinding operation residue by using a vacuum attached to grinding machine or other method acceptable to the Engineer.

(a) Any remaining residue shall be picked up before the end of shift or before the area is open to traffic, whichever is earlier.

(b) Prevent residue from flowing across pavement or from being left on pavement surface or both.

(c) Residue shall not be allowed to enter the drainage system.

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(d) The residue shall not be allowed to dry or remain on the pavement.

(e) Dispose of all material that is the result of the remedial repair operation, e.g., HMA residue, wastewater, and dust at a legal facility.

(10) Complete corrective work before determining pavement thickness for HMA pavements in accordance with Subsection 401.03(I) – HMA Pavement Thickness Tolerances.

(11) All HMA wearing surface areas that have been ground shall receive a coating, e.g., a coating material that will restore any lost impermeability of the HMA due to the grinding of the surface. The coating used shall not be picked up or tracked by passing vehicles or be degraded after a short period of time has passed, i.e., it shall have a service life equal to or greater than the HMA pavement. The coating shall not decrease the pavement's friction value. The coating's limits shall be the full width of the lane regardless how small. If the remedial repair area extends into the next lane, then the repair area will be full lane width also. Extend the length of coating areas in order for the coating area to look like the rest of the road and does not have patches on it, i.e., make the road look uniform in color. The coating shall be of a color that matches the surrounding pavement. The areas receiving the coating shall not be open to traffic until it has cured enough so that it cannot be picked up or tracked by passing vehicles or degrade. Submit means and methods of the coating and type of coating to the Engineer or MTRB for review and acceptance. Do not proceed with the coating without acceptance from the Engineer.

(12) Recompact cold HMA, i.e., HMA that has reached ambient temperature is not an acceptable remedial repair method.

(13) Replace all pavement markings damaged or discolored by remedial repairs.

(14) Reprofile the corrected area and provide the Engineer the results that show the corrective action, i.e., remedial repairs were successful.

(S) Pavement Smoothness and Acceptance.

(1) Price and payment in various paving sections, e.g., 401 (Hot Mix Asphalt Pavement), shall be full compensation for all work and materials specified in the various paving sections and this section, including but not limited to furnishing all labor, materials, tools,

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equipment, testing, incidentals and for doing all work involved in micro milling, milling,(cold planing), grinding existing or new pavement, removing residue, cleaning the pavement, necessary disposal of residue, furnishing of any water or air used in cleaning the pavement and any other related ancillary work or material or services. Also, it includes any remedial work, e.g., re-paving, surface grinding, application of a coating, curing compound, and replacement of damaged pavement markings.

(2) The contract price in those sections may be adjusted for pavement smoothness by the Engineer. The pavement smoothness contract unit price adjustments and work acceptance will be made in accordance with the following schedules.

TABLE 401.03-3 –SMOOTHNESS PAY INCENTIVES		
Category	MRI (in/mi)	Pay Adjustment \$ per 0.1 mi
Type A	<30.0	\$580
	30.0- less than 35.0	\$480
	35.0- less than 40.0	\$380
	40.0- less than 45.0	\$280
	45.0- less than 50.0	\$180
	50.0- less than 55.0	\$80
	55.0- less than 60.0	\$0
Type B	<35.0	\$420
	35.0- less than 40.0	\$360
	40.0- less than 45.0	\$300
	45.0- less than 50.0	\$240
	50.0- less than 55.0	\$180
	55.0- less than 60.0	\$120
	60.0- less than 65.0	\$60
	65.0- less than 70.0	\$0
Type C	<40.0	\$280
	40.0- less than 45.0	\$240
	45.0- less than 50.0	\$200
	50.0- less than 55.0	\$160
	55.0- less than 60.0	\$120
	60.0- less than 65.0	\$80
	65.0- less than 70.0	\$40
	70.0- less than 75.0	\$0

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(3) Pay Pavement Smoothness Adjustment will be based on the initial measured MRI for both left and right wheel path, prior to any corrective work for the 0.10-mile section, except for sections that the Contractor has chosen to remove and replace. For sections that are replaced, assessments will be based on the MRI determined after replacement.

(a) The Pavement Smoothness Adjustment will be computed using the plan surface area of pavement shown in the Contract Documents. This Pavement Smoothness Adjustment will apply to the total area of the 0.10-mile section for the lane width represented by MRI for the same lane. It does not include any other price adjustments specified in the Contract Documents. Those price adjustments will be, for each adjustment, calculated separately using the original contract price to determine the amount of adjustment to be made to the contract price. Sections shorter than 0.1 mile and longer than 50 feet shall be prorated.

(b) For 0.1 mile intervals with an average MRI above the threshold shown in Table 401.03-3, the Engineer shall apply a disincentive payment adjustment up to the limit shown.

- i. For Types A and B, payment adjustments shall be applied up to an MRI of 95.0 per Table 401.03-4.
- ii. For Type C, the payment adjustment shall be dependent on the average MRI of the pavement prior to paving activities
 - 1. If the MRI of the pavement prior to paving activities is 125.0 in/mi or less, the payment adjustment shall be per Table 401.03-4.
 - 2. If the MRI of the pavement prior to paving activities is more than 125.0 in/mi, the disincentive payment adjustment shall be per Table 401.03-5, and based on the percent improvement using the following formula:

$$\% \text{ Improvement} = (\text{Initial segment MRI} - \text{Final segment MRI}) \times 100 / (\text{Initial Segment MRI})$$

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TABLE 401.03-4 –SMOOTHNESS PAY DISINCENTIVES WITH MRI		
Category	MRI (in/mi)	Pay Adjustment \$ per 0.1 mi
Type A	60.0- less than 65.0	-\$100
	65.0- less than 70.0	-\$250
	75.0- less than 80.0	-\$350
	80.0- less than 85.0	-\$450
	85.0- less than 95.0	-\$550
	> 95.0	Corrective Work
Type B	70.0- less than 75.0	-\$100
	75.0- less than 80.0	-\$200
	80.0- less than 85.0	-\$300
	85.0- less than 95.0	-\$400
	> 95.0	Corrective Work
Type C (pre-paving MRI < 125)	75.0- less than 80.0	-\$50
	80.0- less than 85.0	-\$100
	85.0- less than 90.0	-\$150
	90.0- less than 100.0	-\$200
	>100.0	-\$250

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TABLE 401.03-5 –SMOOTHNESS PAY DISINCENTIVES FOR PERCENT IMPROVEMENT		
Category	Percent Improvement %	Pay Adjustment \$ per 0.1 mi
Type C	≥ 40	\$0
(pre-paving MRI > 125)	20.0- less than 40.0	-\$100
	< 20	-\$200

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(c) Incentives will not apply to areas where payment deductions or remedial repairs has been made for non-compliant work, e.g., low compaction, thin pavement, thermal segregation, low compressive or flexural strength, non-compliant alignment. Incentives will also not apply to areas where corrective work was required to meet contract smoothness requirements, unless the pavement section was replaced.–All areas where corrective work was performed shall be tested again to ensure the smoothness requirements are met.

(d) There will be no incentive price adjustments to the contract prices regardless of the pavement meeting the Contract Documents' requirements for incentive contract price adjustment, when 25% of the total area paved of that particular type of pavement on the project has failed to meet any of the Contract document requirements, e.g., smoothness, thickness, unit weight, asphalt content, pavement defects, compaction, flexural or compressive strength. Areas exempt from the smoothness requirements may not be included in the total area calculation unless it is non-compliant.

(e) For contracts using lump sum the method described in Subsection 104.06 Methods of Price Adjustment paragraph (3), will be used to calculated proportionate unit price, i.e., the Engineer's calculated theoretical unit price. This calculated proportionate unit price will be used to calculate the unit price adjustment.

(T) Third-party Profile Testing.

(1) The Engineer may choose to have a third-party testing entity do the pavement profile and to process the data into a recommendation for acceptance or rejection of the pavement's smoothness.

(2) The third-party testing entity will be chosen by agreement and acceptance by the HDOT's Highway Materials Testing Research Branch (MTRB), and the Engineer. If no agreement can be reached the MTRB will choose the third-party testing entity as its sole recognizance.

(3) The third-party testing entity will be paid by the Department by deducting the Allowance amount from the Contractor's payment.

(a) The Allowance amount will cover the third-party testing entity's cost to do the project's pavement profile, e.g., fees,

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transportation, lodging, additional equipment, training and supplies, plus a 10-percent processing fee for the Department. This includes all the initial acceptance profile testing. All surplus material will be turned over to the MTRB at the end of the pavement profile testing including all data and reports generated by the third-party testing entity or items requested by the MTRB. Surplus material, data, reports, etc. will be in the sole custody of the Department for its use and reference.

(b) If retesting of the pavement profile is done by the third-party testing entity it will be paid based on the submitted invoices and receipts plus a 10-percent processing fee for HDOT. This testing is retesting required due to the Contractor's failure to meet the Contract Document's requirements and not the profile testing done for the dispute resolution process.

(U) Dispute Resolution Procedures.

(1) If the Contractor has determined that its pavement profile has met the Contract Document requirements, but the Engineer's pavement profile has found the pavement profile does not meet the Contract Documents requirements it may dispute the Engineer's findings if it is so inclined. It shall follow the Pavement Smoothness Dispute Resolution Procedure.

(2) The Pavement Smoothness Dispute Resolution Procedure is as follows:

(a) Submit with the resubmittal of the pavement profile and data of the disputed area, a notice informing the Engineer that the results of the Engineer's pavement profile are being disputed and request a copy of the Engineer's pavement profile and data.

(b) If after receiving the Engineer's pavement profile and data and doing a detail analysis of the documents, the Contractor still feels that the Engineer's pavement profile is in error submit a document notifying the Engineer of that fact along with the detailed analysis of the Engineer's pavement profile and data showing where the errors were made and if corrected the pavement profile would meet the Contract Document requirements.

(c) The Engineer upon receiving the Contractor's pavement profile documents will do a detailed analysis of the document

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to find any errors that may have caused the Contractor to believe the pavement profile was acceptable.

(d) If either party discovers their position was in error notify the other party of the change in position and take appropriate action.

(e) If both parties maintain that their positions are correct, then both parties shall meet to discuss and present their positions. If the Department used a third-party testing entity it shall also attend. Both the Department and the Contractor shall and will bring a copy of their submittal to the meeting. Parties involved shall be allowed to inspect the other party's documents to verify that it had been presented to them before. Before the meeting starting, the submittals are to be placed in a box and sealed and given to a Materials Testing Research Branch (MTRB) personnel. The MTRB is an HDOT entity, however in this instance it shall be regarded as a neutral party. It is mandatory that during the meeting all parties are to be transparent and have an open discussion with the goal being reaching an agreement. If after the following has occurred:

(f) If after meeting or after having several meetings with all parties and having performed their due diligence in meeting the above meeting's requirements the Department and the Contractor agree that they have come to an impasse in discussions i.e., further discussions would be futile.

(3) An impasse will be declared, and no further meeting shall be suspended. If an impasse cannot be agreed to then one more meeting shall be held with both parties attending giving their due diligence in the goal of coming to an agreement. Within 48 hours after the last meeting a third-party pavement profile testing entity will be chosen to evaluate the Department's and Contractor's submittals or run a new smoothness profile or both.

(4) The third-party pavement profile testing entity shall evaluate the documents being held in the sealed box by the MTRB.

(5) No additional documents shall be added by the Contractor or the Department unless it was presented during the meetings. If additional documents were used during the meetings the following shall be done.

(a) Both HDOT and the Contractor will meet to put the documents presented during the meetings into a box, then seal it and turn it over to MTRB.

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(b) Parties involved shall be allowed to inspect the other party's documents to verify that it had been presented during the meetings.

(c) If it should feel that this is new material the document can be marked as such. The document then will be put into the box and sealed.

(d) The party that feels it discovered a new document is required to submit a document listing the document it feels was previously not presented and any additional information related to it. It shall not be used to submit additional information or arguments not previously discussed. This submittal shall be submitted to the other party and the third-party pavement profile testing entity through the MTRB.

(7) The third-party pavement profile testing entity after analyzing all the data it gathered and was given shall make a report and provide a recommendation. It shall meet with all parties at one time, discuss the recommendations and show where the errors occurred causing the erroneous position.

(8) The Department or the Contractor may reject the third-party pavement profile testing entity's recommendation. Notification of the rejection shall be within three working days after the meeting. The Contractor shall perform any additional work required if the recommendation is not favorable to it. The Contractor shall pay the third-party pavement profile testing entity invoice for its work done regardless of recommendation. The Contractor may file a claim if it still feels it is correct. The Contractor shall comply with the requirements in Subsection 107.16 Disputes and Claims. The Contractor's claim shall be regarded as a new claim and the Engineer will regard it as such. Since all documents have been evaluated the Engineer will expedite the claim process after it initial claim requirements are met to Subsection 107.16(G) Appeal of the Engineer's Decision to obtain the Director's decision.

(9) Payment for the total cost of the third-party pavement profile testing entity's dispute resolution work is the responsibility of the party that its recommendation found was in error. If the recommendation finds the Department the erroneous party the Department will reimburse the Contractor in the amount of the third-party pavement profile testing entity's invoice with no additional overhead or profit added. If portions of the profile testing were correct in some areas and erroneous in others the cost of the third-party pavement profile

1524 testing entity's dispute resolution work shall be split in proportion to
1525 the erroneous area verses the total area reviewed.

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1527 **401.04 Measurement.**

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1529 **(A)** The Engineer will measure HMA pavement per square yard in
1530 accordance with the Contract Documents.

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1532 **(B)** The Engineer will measure per each 2-Lane Raised Crosswalk
1533 Installation for installation of raised crosswalks that extend across two (2)
1534 lanes of roadway in accordance with the Contract Documents.

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1536 **(C)** The Engineer will measure the per each 2-Lane Speed Table
1537 Installation for the installation of speed tables that extend across two (2) lanes
1538 of roadway in accordance with the Contract Documents.

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1540 **(D)** The Engineer will measure overtime labor premium on a force account
1541 basis in accordance with Subsection 109.06 – Force Account Provisions and
1542 Compensation and as ordered by the Engineer.

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1544 **401.05 Payment.** The Engineer will pay for the accepted HMA pavement at the
1545 contract price per pay unit, as shown in the proposal schedule. Payment will be full
1546 compensation for the work prescribed in this section and the contract documents.

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1548 **(A)** Price and payment in Section 401 – HMA Pavement will be full
1549 compensation for all work and materials specified in this Section including
1550 furnishing all labor, materials, tools, equipment, testing, pavement profiles,
1551 cold planing, and incidentals and for doing all work involved in grinding
1552 existing or new pavement, removing residue, and cleaning the pavement,
1553 including necessary disposal of residue and furnishing any water or air used
1554 in cleaning the pavement and remedial work needed to conform to the
1555 requirements of the Contract Documents.

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1557 **(B)** Price and payment in Section 401 – HMA Pavement will be full
1558 compensation for all work and materials specified in this Section including
1559 furnishing all labor, materials, tools, equipment, testing, pavement profiles,
1560 cold planing, and incidentals and for doing all work involved in grinding
1561 existing or new pavement, removing residue, and cleaning the pavement,
1562 including necessary disposal of residue and furnishing any water or air used
1563 in cleaning the pavement and remedial work needed to conform to the
1564 requirements of the Contract Documents.

1565
1566 **(C)** The Engineer will pay for the 2-Lane Raised Crosswalk Installation at
1567 the contract price per each according to the contract, complete in place.

1568
1569 a. The contract unit price of each 2-Lane Raised Crosswalk Installation

1570 will be full compensation of all work and materials specified in this
 1571 Section including furnishing labor, materials, tools, equipment, testing,
 1572 pavement profiles, cold planning, and incidentals and for doing all
 1573 work involved in furnishing and installing the raised crosswalks
 1574 completely in place according to the contract.
 1575

1576 **(D)** The Engineer will pay for the 2-Lane Speed Table Installation at the
 1577 contract price per each according to the contract, complete in place.
 1578

1579 a. The contract unit price of each 2-Lane Speed Table Installation will be
 1580 full compensation of all work and materials specified in this Section
 1581 including furnishing labor, materials, tools, equipment, testing,
 1582 pavement profiles, cold planning, and incidentals and for doing all
 1583 work involved in furnishing and installing the speed tables completely
 1584 in place according to the contract.
 1585

1586 **(E)** The Engineer will pay for the accepted overtime labor premium on a
 1587 force account basis in accordance with Subsection 109.06 – Force Account
 1588 Provisions and Compensation. An estimated amount may be allocated in the
 1589 proposal schedule under “Overtime Labor Premium”, but the actual amount
 1590 to be paid will be the sum shown on the accepted force account records,
 1591 whether this sum be more or less than the estimated amount allocated in the
 1592 proposal schedule.
 1593

1594 **(F)** Engineer will deduct from the Contractor’s monthly estimate the
 1595 amount necessary to pay for the services of a third-party pavement profile
 1596 testing entity plus the additions specified in the Contract documents.
 1597 Payment will be full compensation for work prescribed in this section,
 1598 required by the Engineer and Contract Documents. No payment for the
 1599 Contractor’s pavement profile work required in this section will be made. It
 1600 will be considered incidental to the various paving items unless stated
 1601 otherwise.
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1603 **(G)** Engineer will pay or deduct for the following pay items when included
 1604 in proposal schedule:
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Pay Item	Pay Unit
1606 Pavement Smoothness Incentive	Allowance
1607	
1608 Third-Party Profile Testing and Equipment	Allowance
1609	
1610 Third-Party Dispute Resolution Profile Testing	Allowance
1611	
1612 Overtime Labor Premium	Force Account
1613	
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1616	2 Inch HMA Pavement, Mix No. IV	Square Yard
1617		
1618	2-Lane Raised Crosswalk Installation, HMA Pavement,	Each
1619	Mix No. IV	
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1621	2-Lane Speed Table Installation, HMA Pavement,	Each
1622	Mix No. IV	

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1624 **(1)** 70% of the contract unit price or the theoretical calculated 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.

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1629 **(2)** 20% of the contract unit price or the theoretical calculated 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 compaction acceptance. Maintain temporary pavement markings and other temporary work zone items, maintain a clean work site.

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1634 **(3)** 10% of the contract unit price or calculate the unit price when the final configuration of the pavement markings is in place.

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1640 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. Adjustments for existing street survey monument frames and covers will be paid for as if each were a valve box frame and cover.

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1645 The Engineer may, at its sole discretion, in lieu of requiring removal and replacement, use the sliding scale factor to accept HMA pavements compacted below 93.0 percent and above 97.0 percent. The Engineer will make payment for the material in that production day, if the Engineer decides to use a sliding scale factor, at a reduced price arrived at by multiplying the contract unit price by the pay factor. The Engineer is not obligated to allow non-compliant work to remain in place and may at any time chose not to use a sliding scale factor method of payment and instead require removal of the noncompliant pavement that is greater than 97.0 or less than 93.0.

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1655 In compliance with Subsection 105.12 Removal of Non-Conforming and Unauthorized Work remove and replace HMA compacted below 90.0 percent.

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1658 The Engineer will solely decide if the noncompliant work would be acceptable if a reduced payment for the noncompliant work is made. The Engineer is not obligated to allow noncompliant work to remain in place and may at any time choose not to use a sliding scale factor method of payment as a method of resolution.

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1662 Instead, utilize the remedy allowed in Subsection 105.12 Removal of Non-
1663 Conforming and Unauthorized Work, requiring removal of the noncompliant
1664 pavement, shall be used.

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1666 Such a reduced payment, if made and accepted by the Contractor, shall be
1667 a mutually agreeable resolution to the noncompliant work being addressed. If it is
1668 not mutually acceptable, the noncompliant work shall be removed. If the reduced
1669 payment is acceptable; the Engineer will make the reduced payments for the
1670 noncompliant work in accordance with Table 401.05-2 - Sliding Scale Pay Factor
1671 for Compaction. The amount of tonnage to be reduced will be determined by the
1672 Engineer by using the initial cores taken on the mat. No additional cores shall be
1673 taken to determine the limits of the non-compliant area unless requested by the
1674 Engineer.

1675

1676 The Engineer, for determining the reduced tonnage for noncompliant work,
1677 will assume the level of compaction is linear and will proportion the compaction level
1678 from the last core that indicated an acceptable compaction level to the nearest core
1679 indicating a noncompliant compaction level to determine the calculated limit of
1680 acceptable compaction. The length will be the linear distance between the cores
1681 measured along the baseline. If there is no core that was taken for the shift's or
1682 day's work that were compliant then the limit will be the end or start of the day's or
1683 shift's work. The width will be the nominal paving width. Use the day's specific
1684 gravity of the mix to determine tonnage. The thickness will be the nominal paving
1685 thickness.

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1687 The total reduced noncompliant tonnage to be paid will be determined by
1688 multiplying the applicable percent of reduction by the computed tonnage of the
1689 noncompliant work. Percent of Quantity Paid shall be the percentage shown in
1690 Table 401.05-2 - Sliding Scale Pay Factor for Compaction. The reduced tonnage
1691 shall be used as the payment quantity for the noncompliant work. The reduced
1692 quantity paid that is used for the monthly payment will be arrived at by multiplying
1693 the contract unit price by the reduced tonnage.

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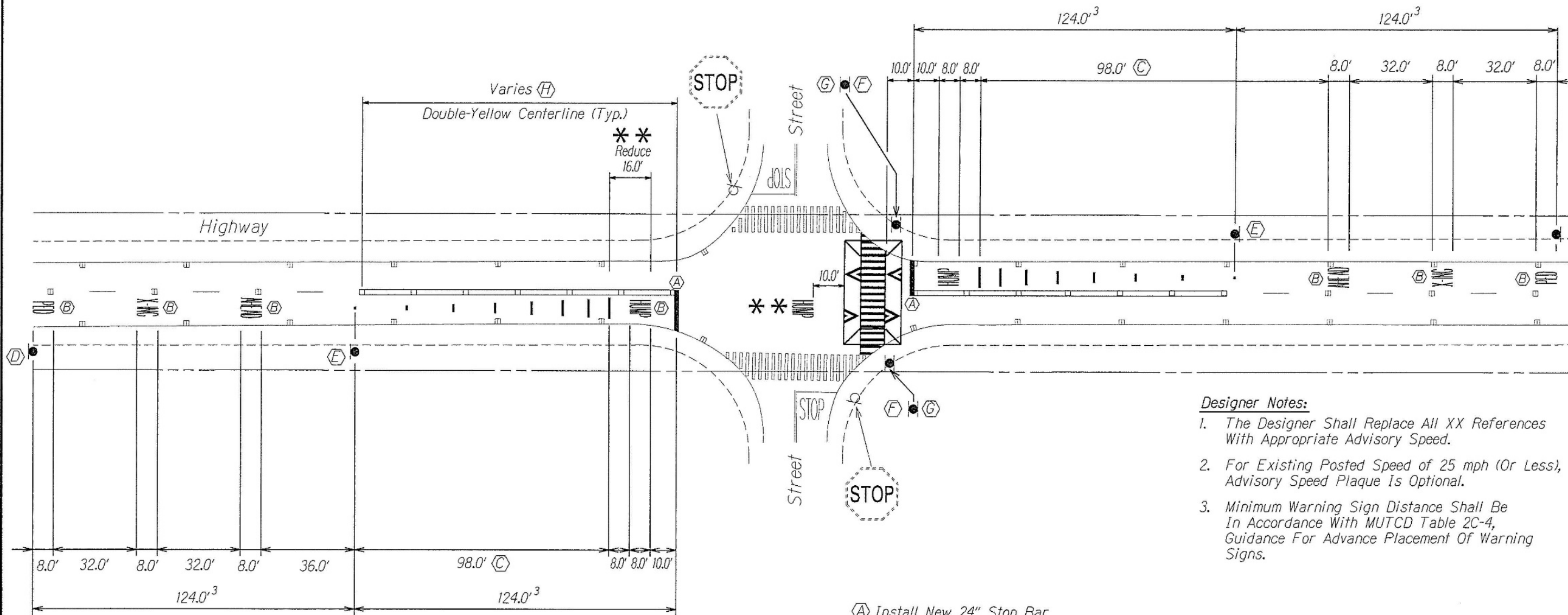
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Table 401.05-2 – Sliding Scale Pay Factor for Compaction	
Percent Compaction	Percent of Quantity Paid
> 98.0	Removal
>97.0 - 98.0	95
93.0- 97.0	100
90.0 - <93.0	80
<90.0	Removal

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END OF SECTION 401

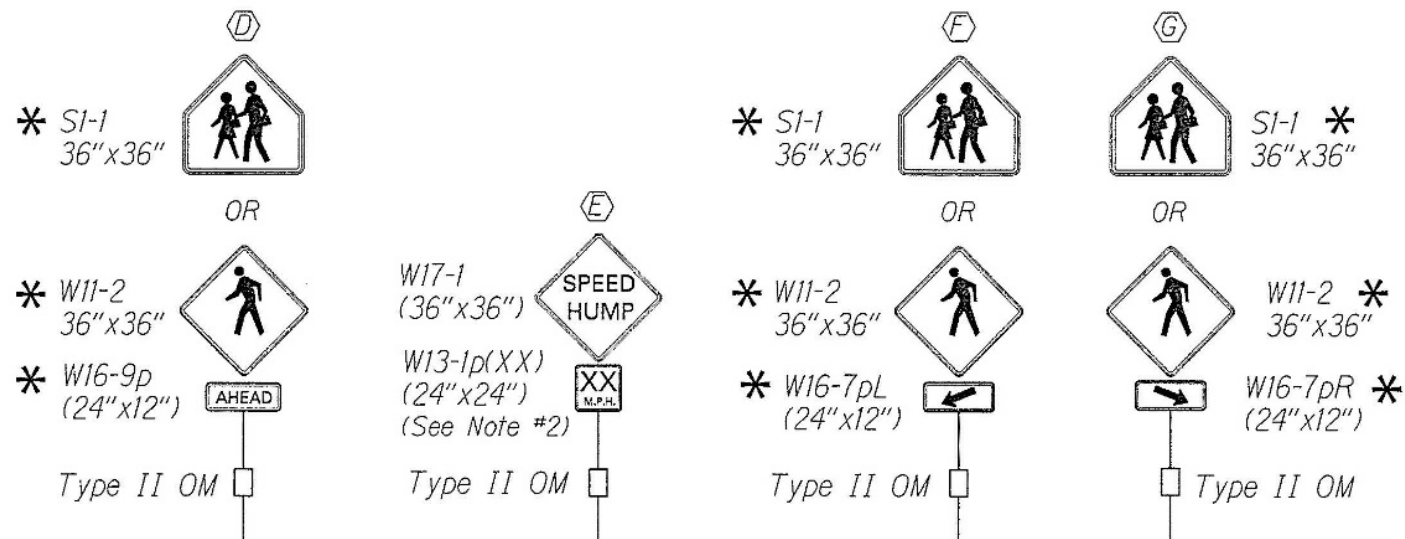
FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20XX	0	0



Designer Notes:

1. The Designer Shall Replace All XX References With Appropriate Advisory Speed.
2. For Existing Posted Speed of 25 mph (Or Less), Advisory Speed Plaque Is Optional.
3. Minimum Warning Sign Distance Shall Be In Accordance With MUTCD Table 2C-4, Guidance For Advance Placement Of Warning Signs.

- (A) Install New 24" Stop Bar
- (B) Install New Pavement Word (Centered In Lane)
If School Crossing, Install "SCHOOL" In Lieu Of "PED" Pavement Word
- ** Optional: Move Pavement Word "HUMP" To Within Intersection
- (C) Install New Speed Hump Advance Warning Markings. For Details, See Plan Sheet
- (D) Install New W11-2 or SI-1 And W16-9p Signs With Post
- (E) Install New W17-1 And W13-1p(XX) Signs With Post
- (F) Install New W11-2 or SI-1 And W16-7pL Signs With Post
- (G) Install New W11-2 or SI-1 And W16-7pR Signs
- (H) 4" Double Yellow Centerline Stripe With Type D Raised Pavement Marker @ 20'-0" O.C. (See Project Pavement Marking Plans)

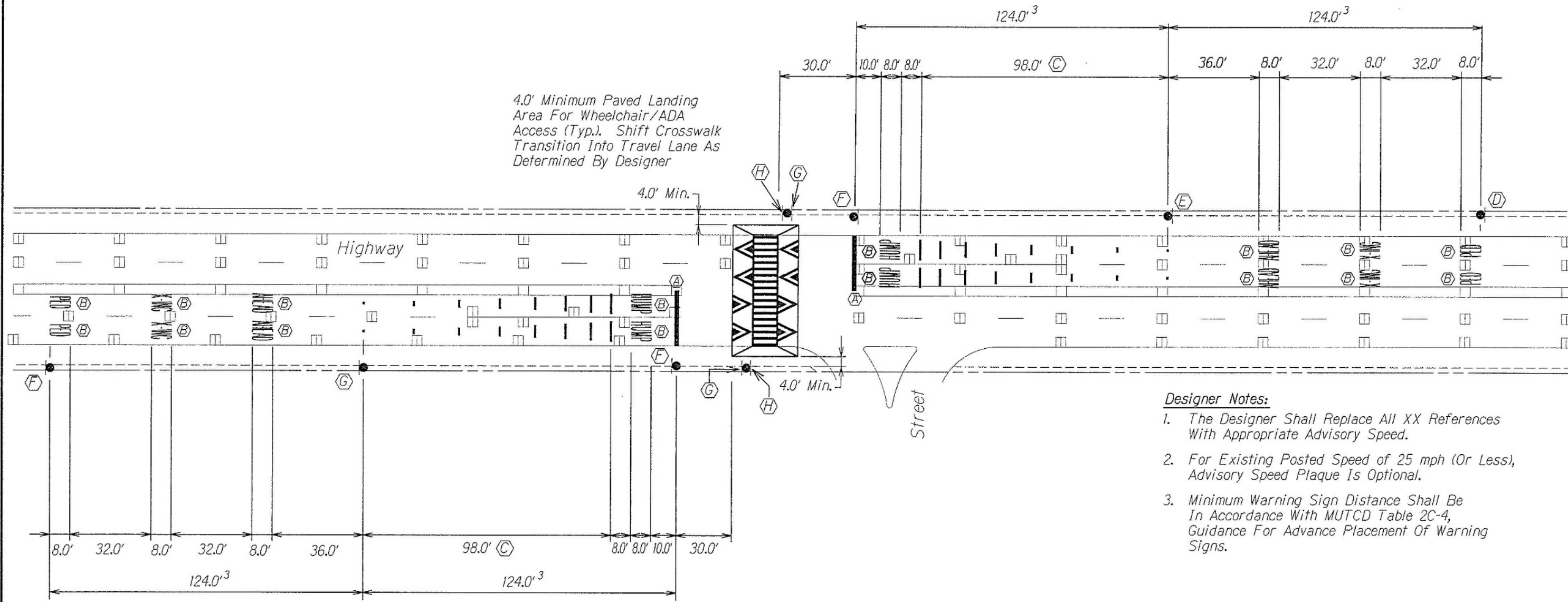


* Flourescent Yellow-Green

SURVEY PROVIDED BY: _____ DATE: _____
 DRAWN BY: _____
 DESIGNED BY: _____
 QUANTITIES BY: _____
 CHECKED BY: _____
 ORIGINAL PLAN NOTE BOOK N. _____

STATE OF HAWAII
 DEPARTMENT OF TRANSPORTATION
 HIGHWAYS DIVISION
HMA RAISED CROSSWALK
TWO-LANE ROADWAY
 STP-0900(109)
 401-44a
 Not To Scale Date: XX, 20XX
 SHEET No. 1 OF 3 SHEETS

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20XX	0	0



4.0' Minimum Paved Landing Area For Wheelchair/ADA Access (Typ.). Shift Crosswalk Transition Into Travel Lane As Determined By Designer

- Designer Notes:**
- The Designer Shall Replace All XX References With Appropriate Advisory Speed.
 - For Existing Posted Speed of 25 mph (Or Less), Advisory Speed Plaque Is Optional.
 - Minimum Warning Sign Distance Shall Be In Accordance With MUTCD Table 2C-4, Guidance For Advance Placement Of Warning Signs.

SURVEY PLOTTED BY: _____ DATE: _____
 DRAWN BY: _____
 TRACED BY: _____
 DESIGNED BY: _____
 NOTE BOOK: _____
 CHECKED BY: _____
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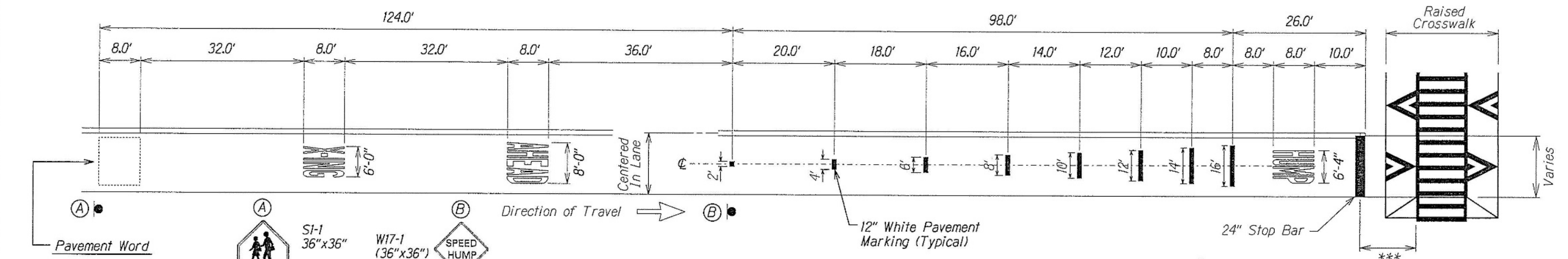
* S1-1 36"x36"	OR	W17-1 (36"x36")	OR	* S1-1 36"x36"	OR	* S1-1 36"x36"
* W11-2 36"x36"	OR	W13-1p(XX) (24"x24") (See Note #2)	OR	* W11-2 36"x36"	OR	* W11-2 36"x36"
* W16-9p (24"x12") Type II OM	OR	Revised R1-5cL (30"x36") Type II OM	OR	* W16-7pL (24"x12") Type II OM	OR	* W16-7pR (24"x12") Type II OM

- (A) Install New 24" Stop Bar
- (B) Install New Pavement Word (Centered In Lane)
If School Crossing, Install "SCHOOL" In Lieu Of "PED" Pavement Word
- (C) Install New Speed Hump Advance Warning Markings. For Details, See Plan Sheet
- (D) Install New W11-2 Or S1-1 And W16-9p Signs With Post
- (E) Install New W17-1 And W13-1p(XX) Signs With Post
- (F) Install New R1-5cL Sign With Post
- (G) Install New W11-2 Or S1-1 And W16-7pL Signs With Post
- (H) Install New W11-2 or S1-1 And W16-7pR Signs

* Fluorescent Yellow-Green

STATE OF HAWAII
 DEPARTMENT OF TRANSPORTATION
 HIGHWAYS DIVISION
HMA RAISED CROSSWALK
MULTI-LANE ROADWAY
 STP-0900(109)
 401-45a
 Not To Scale Date: XX, 20XX
 SHEET No. 2 OF 3 SHEETS

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20xx	0	0

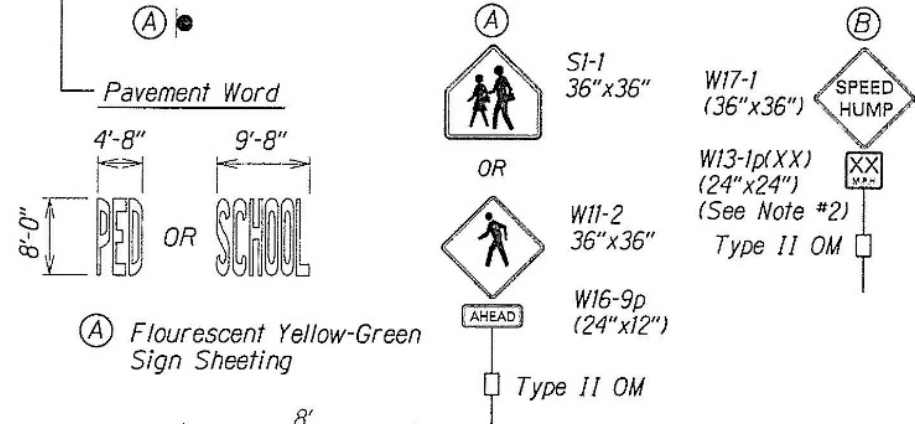


RAISED CROSSWALK ADVANCE WARNING MARKINGS DETAIL

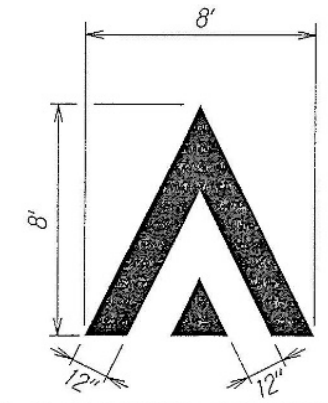
Not To Scale

Designer Notes:

1. The Designer Shall Replace All XX References With Appropriate Advisory Speed.
2. For Existing Posted Speed of 25 mph (Or Less), Advisory Speed Plaque Is Optional.

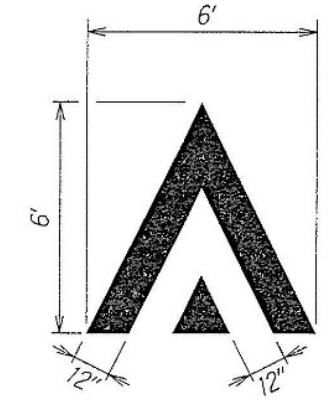


Flourescent Yellow-Green Sign Sheeting



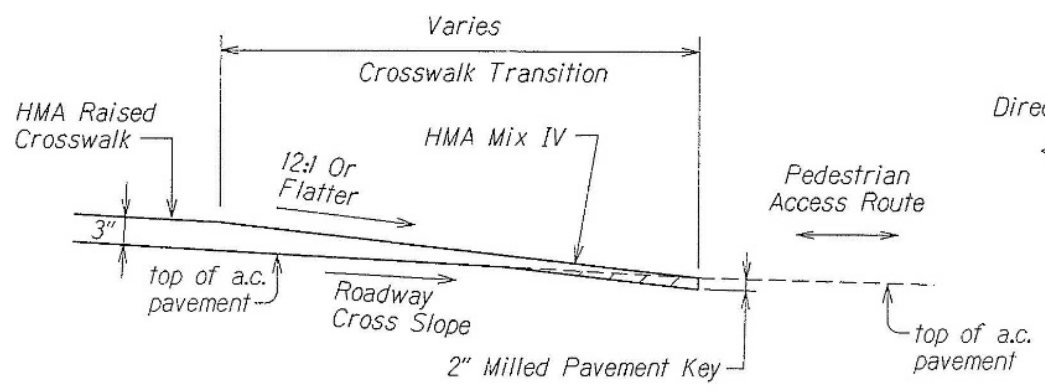
8'x8' RAISED CROSSING MARKINGS (8' TAPER)

Not To Scale



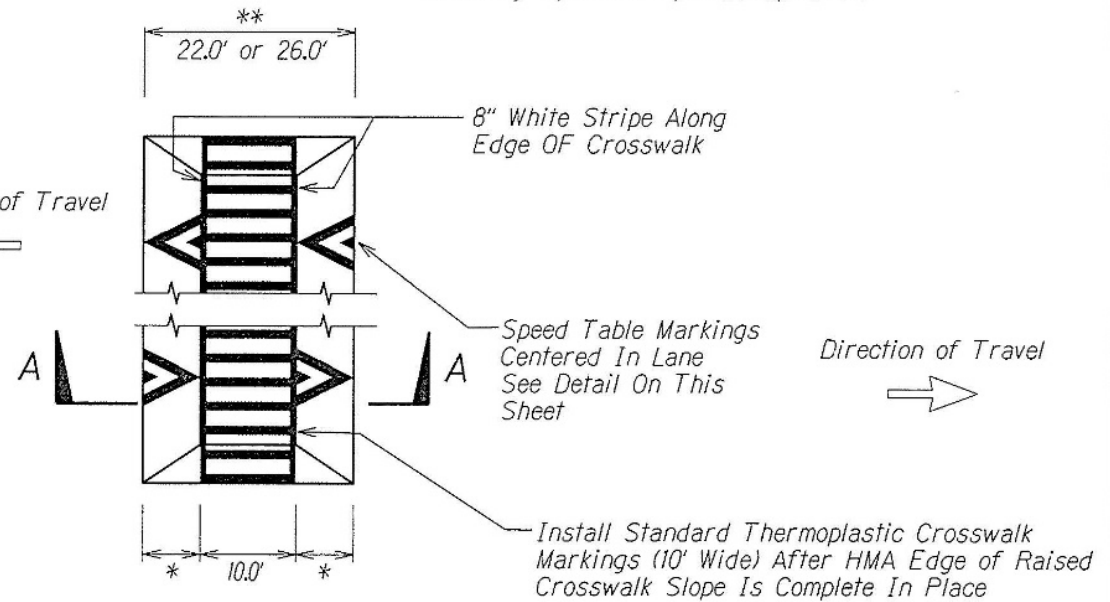
6'x6' RAISED CROSSING MARKINGS (6' TAPER)

Not To Scale



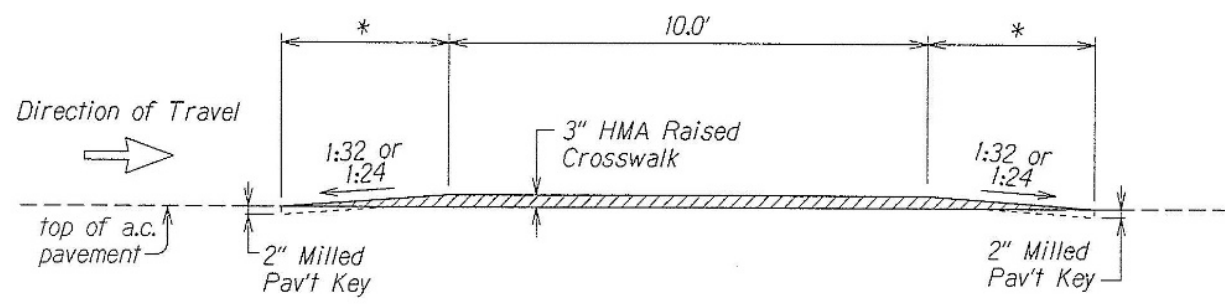
TRANSITION DETAIL HMA RAISED CROSSWALK

Not To Scale



HMA RAISED CROSSWALK

Not To Scale



SECTION "A-A" HMA RAISED CROSSWALK

Not To Scale

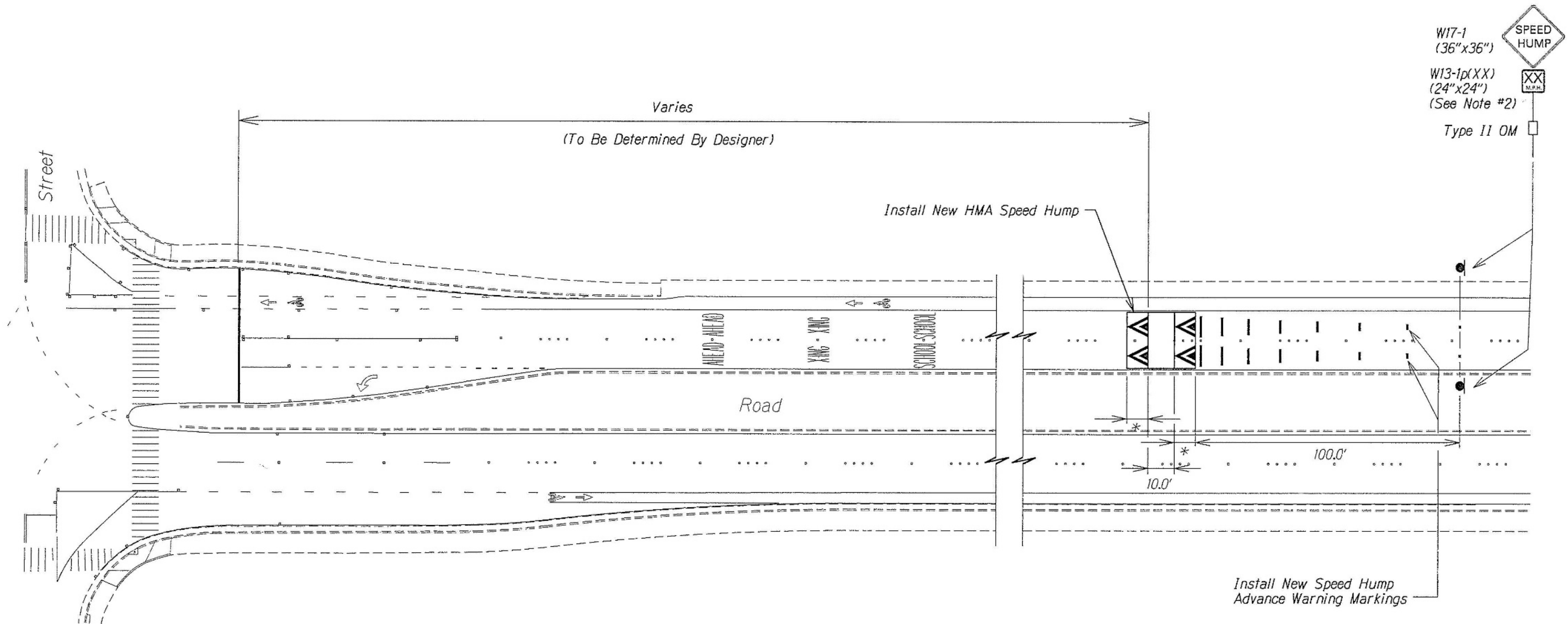
NOTE:

- * 6' Longitudinal Taper (1:24) (25 MPH Advisory Speed) For Roadway With Posted Speed of 30 mph
- 8' Longitudinal Taper (1:32) (30 MPH Advisory Speed) For Roadway With Posted Speed of 35 mph
- ** 22.0' Overall (6.0' Taper) 26.0' Overall (8.0' Taper)
- *** 10.0' Minimum (Two-Lane Roadway) 30.0' Minimum (Multi-Lane Roadway)

SURVEY PLOTTED BY: BATH
 DRAWN BY: [blank]
 DESIGNED BY: [blank]
 CHECKED BY: [blank]
 ORIGINAL PLAN: [blank]
 NOTE BOOK: [blank]

STATE OF HAWAII
 DEPARTMENT OF TRANSPORTATION
 HIGHWAYS DIVISION
**HMA RAISED CROSSWALK
 DETAILS AND MARKINGS**
 STP-0900(109)
 401-46a
 Not To Scale Date: XX, 20XX
 SHEET No. 3 OF 3 SHEETS

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20xx	0	0



Designer Notes:

1. The Designer Shall Replace All XX References With Appropriate Advisory Speed.
2. For Existing Posted Speed of 25 mph (Or Less), Advisory Speed Plaque Is Optional.

ORIGINAL PLAN	SURVEY DATED BY	DATE
NOTE BOOK	DRAWN BY	
	DESIGNED BY	
	CHECKED BY	

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

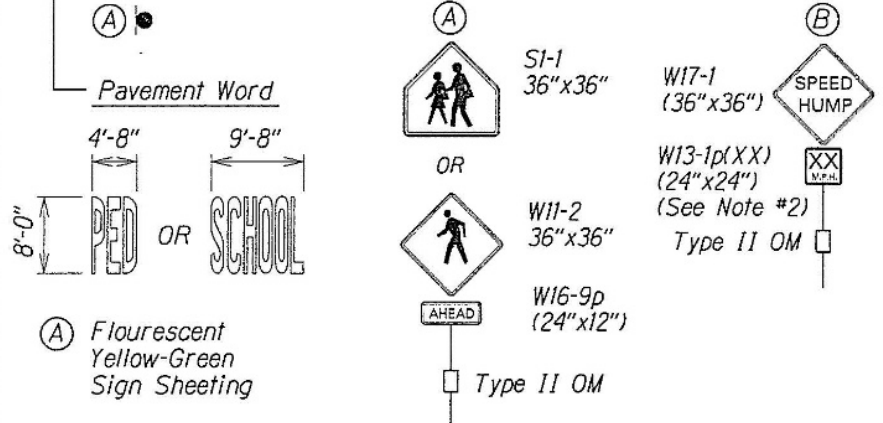
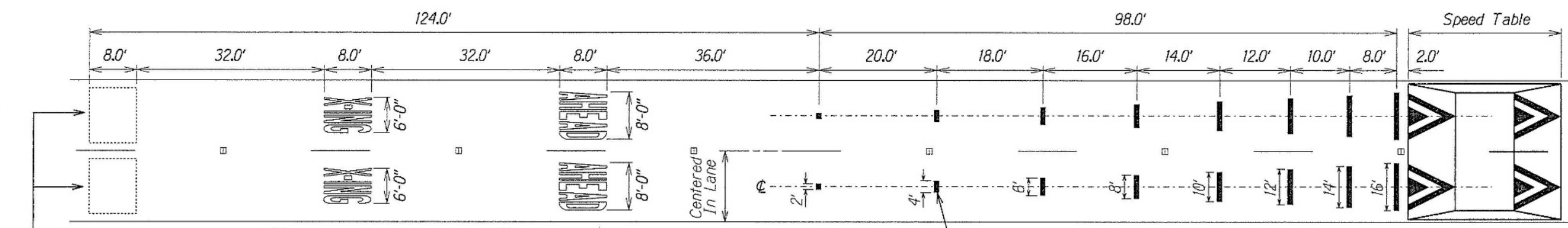
SPEED TABLE LAYOUT

STP-0900(109)
401-47a

Not To Scale Date: XX, 20XX

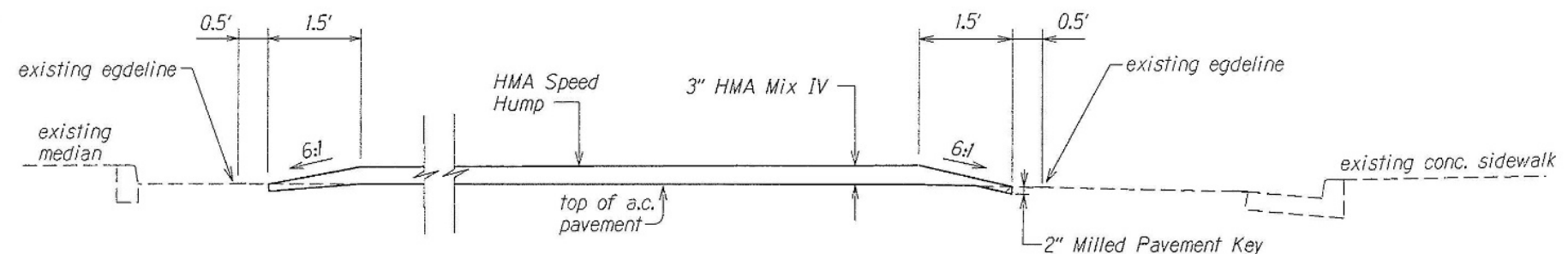
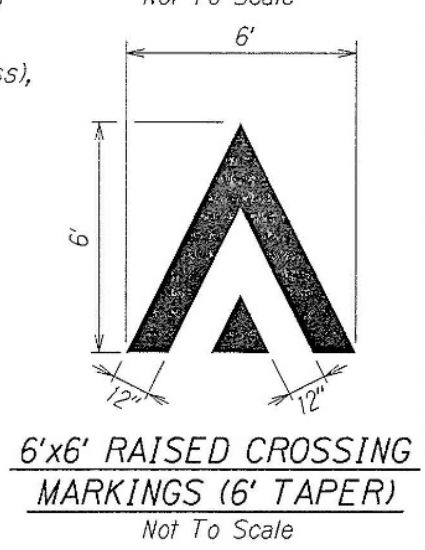
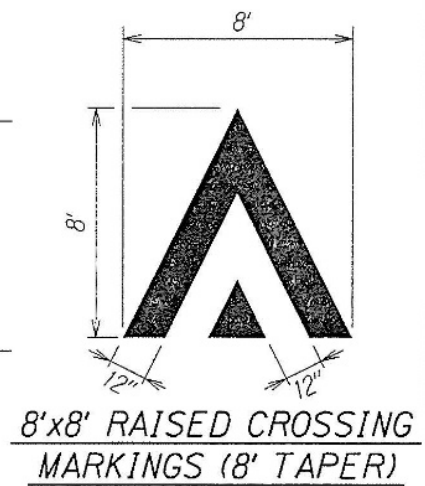
SHEET No. 1 OF 5 SHEETS

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20xx	0	0

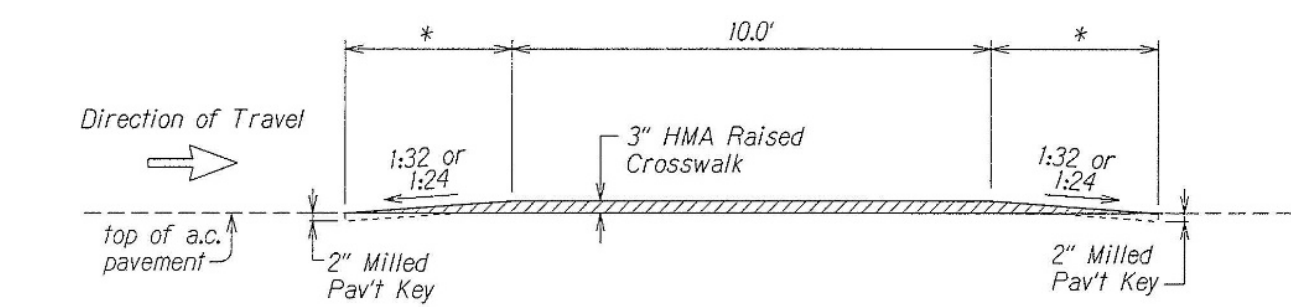


SPEED TABLE ADVANCE WARNING MARKINGS DETAIL
Not To Scale

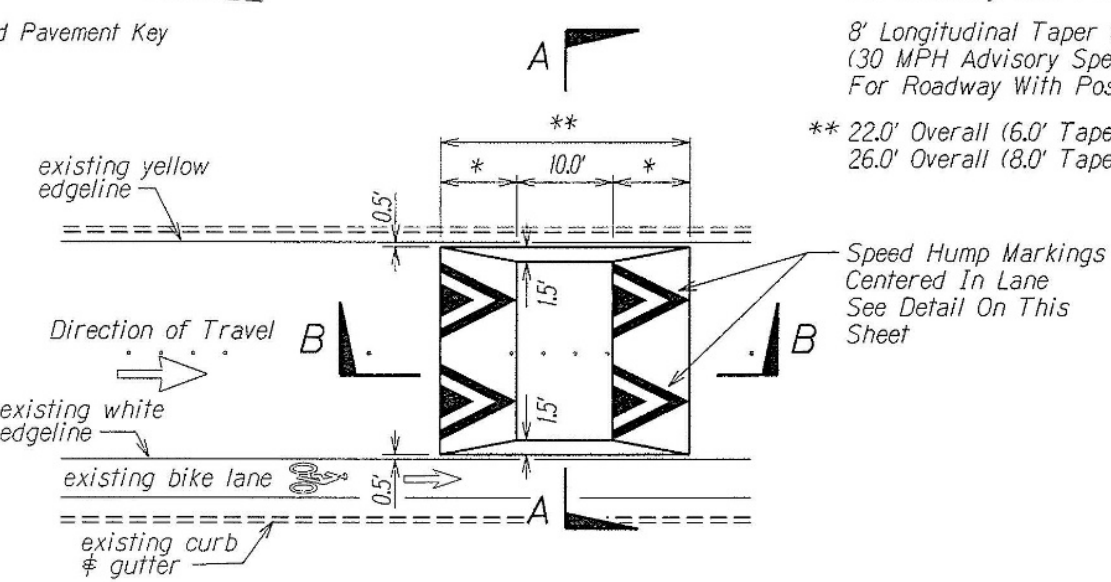
- Designer Notes:**
- The Designer Shall Replace All XX References With Appropriate Advisory Speed.
 - For Existing Posted Speed of 25 mph (Or Less), Advisory Speed Plaque Is Optional.



SECTION "A-A" HMA SPEED TABLE
Not To Scale



SECTION "B-B" HMA SPEED TABLE
Not To Scale



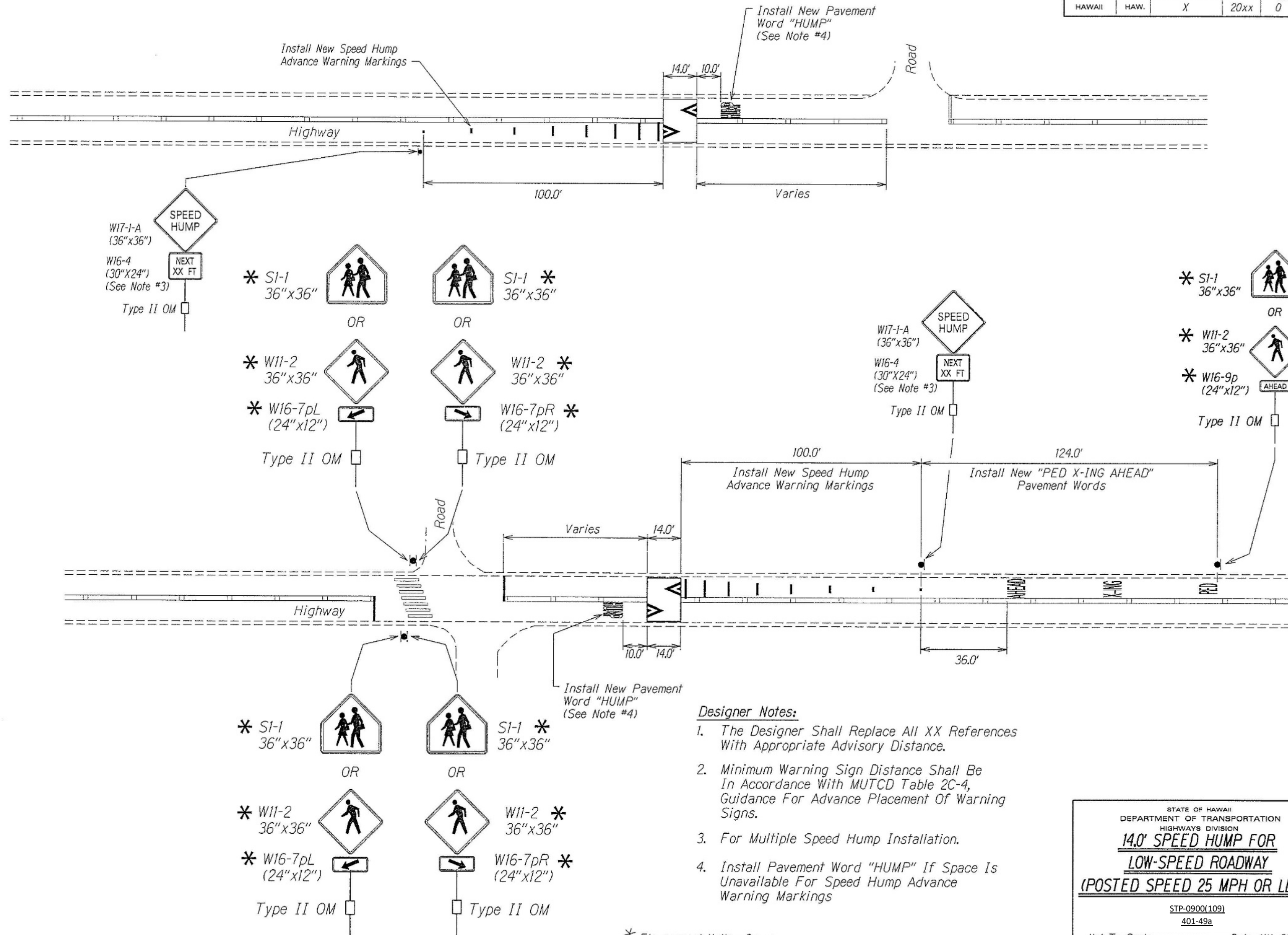
HMA SPEED TABLE
Not To Scale

- NOTE:**
- * 6' Longitudinal Taper (1:24) (25 MPH Advisory Speed) For Roadway With Posted Speed of 30 mph
 - 8' Longitudinal Taper (1:32) (30 MPH Advisory Speed) For Roadway With Posted Speed of 35 mph
 - ** 22.0' Overall (6.0' Taper) 26.0' Overall (8.0' Taper)

SURVEY PLOTTED BY: _____ DATE: _____
 DRAWN BY: _____
 TRACED BY: _____
 DESIGNED BY: _____
 NOTE BOOK: _____
 QUANTITIES BY: _____
 CHECKED BY: _____
 No. _____

STATE OF HAWAII
 DEPARTMENT OF TRANSPORTATION
 HIGHWAYS DIVISION
SPEED TABLE
DETAILS AND MARKINGS
 STP-0900(109)
 401-48a
 Not To Scale Date: XX, 20XX
 SHEET No. 2 OF 5 SHEETS

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20xx	0	0



Designer Notes:

1. The Designer Shall Replace All XX References With Appropriate Advisory Distance.
2. Minimum Warning Sign Distance Shall Be In Accordance With MUTCD Table 2C-4, Guidance For Advance Placement Of Warning Signs.
3. For Multiple Speed Hump Installation.
4. Install Pavement Word "HUMP" If Space Is Unavailable For Speed Hump Advance Warning Markings

* Fluorescent Yellow-Green

ORIGINAL PLAN
NOTE BOOK
DATE
SURVEY PLOTTED BY
DRAWN BY
DESIGNED BY
QUANTITIES BY
CHECKED BY

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

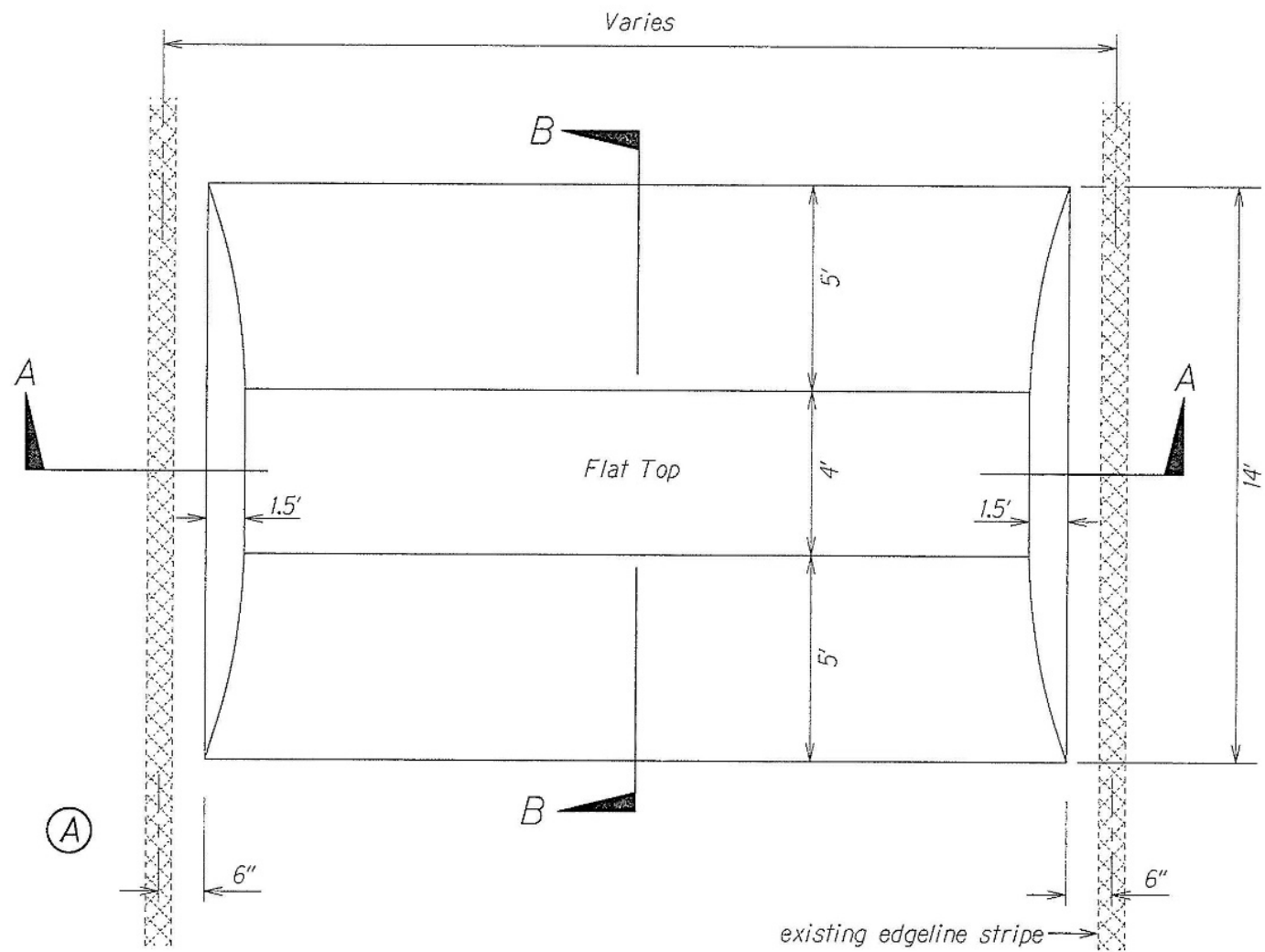
**14.0' SPEED HUMP FOR
LOW-SPEED ROADWAY
(POSTED SPEED 25 MPH OR LESS)**

STP-0900(109)
401-49a

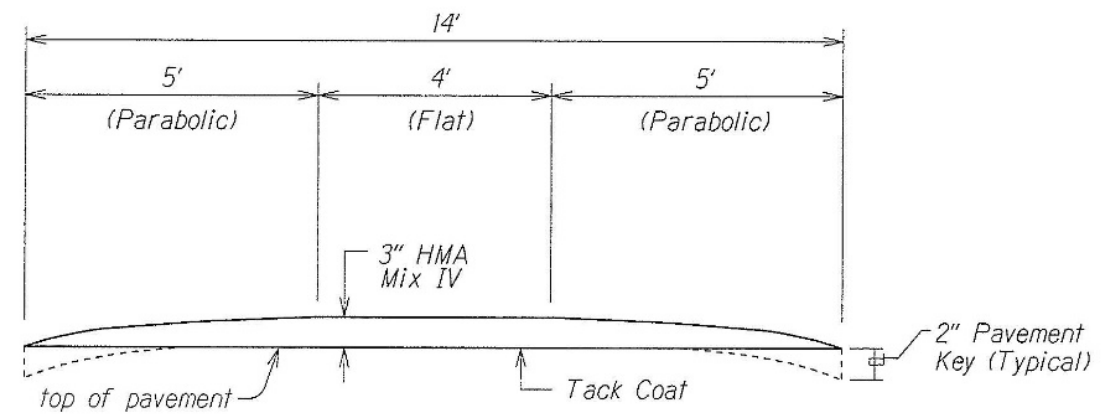
Not To Scale Date: XX, 20XX

SHEET No. 3 OF 5 SHEETS

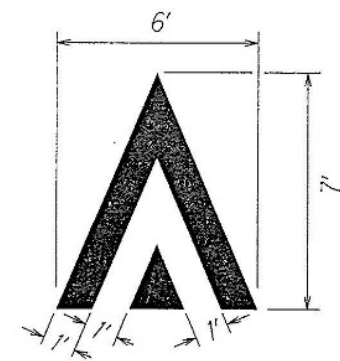
FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20xx	0	0



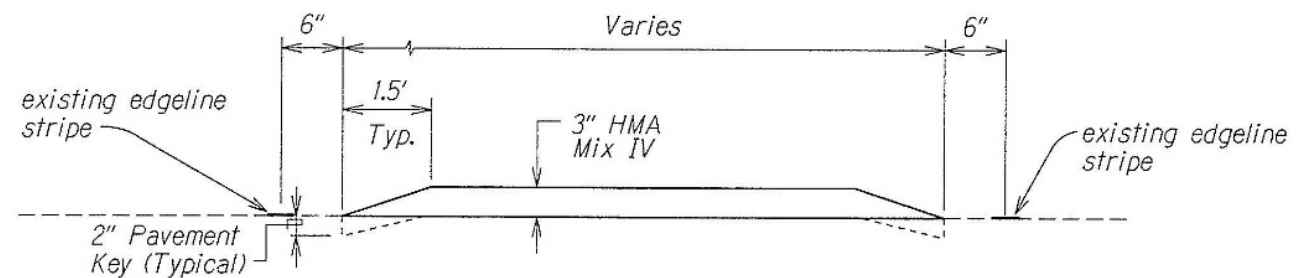
ASPHALT SPEED HUMP PLAN
Not to Scale



SECTION B-B



SPEED HUMP MARKING
Not to Scale

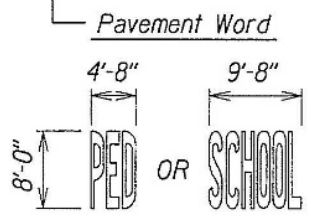
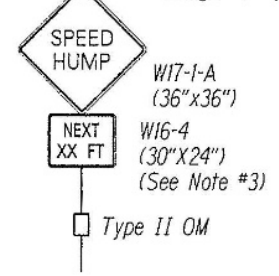
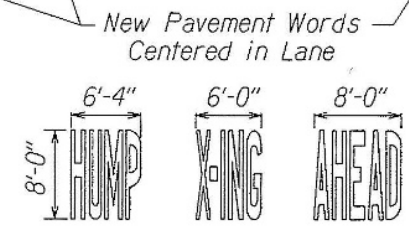
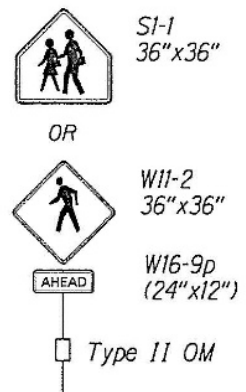
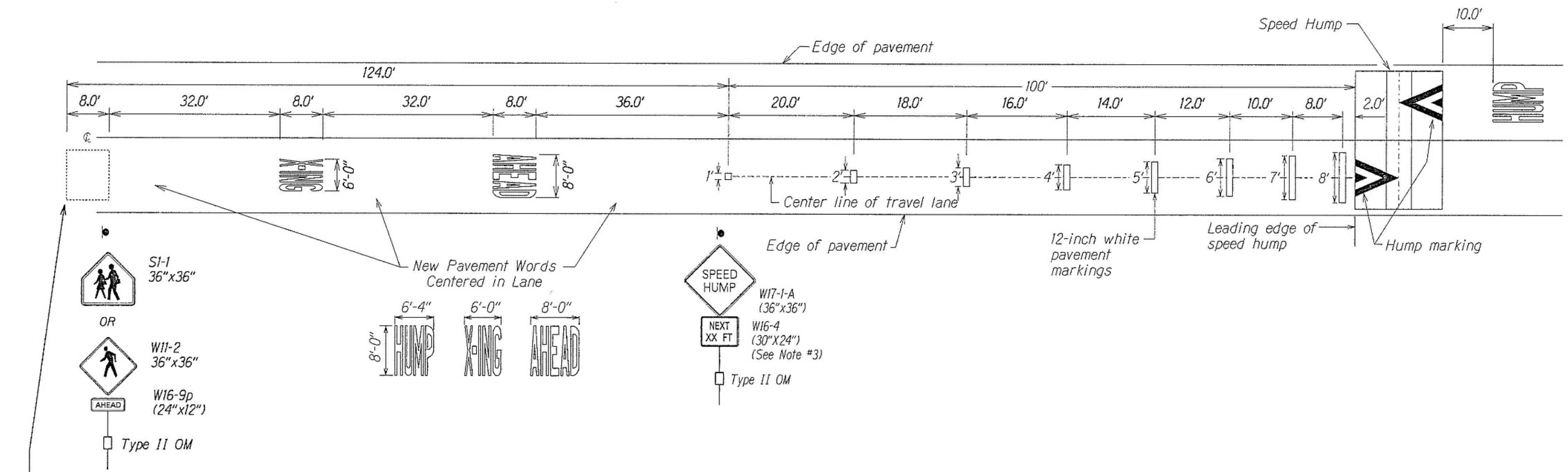


SECTION A-A

SURVEY PLOTTED BY _____ DATE _____
 DRAWN BY _____
 TRACED BY _____
 NOTE BOOK _____
 QUANTITIES BY _____
 CHECKED BY _____
 No. _____

STATE OF HAWAII
 DEPARTMENT OF TRANSPORTATION
 HIGHWAYS DIVISION
14.0' SPEED HUMP FOR
LOW-SPEED ROADWAY
(POSTED SPEED 25 MPH OR LESS)
 STP-0900(109)
 401-50a
 Not To Scale Date: XX, 20XX
 SHEET No. 4 OF 5 SHEETS

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20XX	0	0



SPEED HUMP ADVANCE WARNING MARKINGS DETAIL
Not to Scale

- Designer Notes:**
1. The Designer Shall Replace All XX References With Appropriate Advisory Distance.
 2. Minimum Warning Sign Distance Shall Be In Accordance With MUTCD Table 2C-4, Guidance For Advance Placement Of Warning Signs.
 3. For Multiple Speed Hump Installation.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

14.0' SPEED HUMP FOR
LOW-SPEED ROADWAY
(POSTED SPEED 25 MPH OR LESS)

STP-0900(109)
401-51a

Not To Scale Date: XX, 20XX

SHEET No. 5 OF 5 SHEETS

SURVEY PLOTTED BY	DATE
DRAWN BY	
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DESIGNED BY	
QUANTITIES BY	
CHECKED BY	
ORIGINAL PLAN	
NOTE BOOK	
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1 **SECTION 405 – MICRO SURFACING**
2

3 **405.01 Description.** This section covers the materials, equipment,
4 construction and application procedures for placing micro surfacing material for
5 filling ruts and for surfacing existing paved surfaces. The micro surfacing shall
6 be a mixture of a polymer modified asphalt emulsion, 100 percent crushed
7 mineral aggregate, mineral filler, water and other additives for control of set time
8 in the field. All ingredients shall be properly proportioned, mixed and spread on
9 the paved surface in accordance with this Specification and as directed by the
10 Engineer.

11 **405.02 Materials.**

12 **(A) Emulsified Asphalt (Type CQS-1P or CQS-1hP) 702.04**

13
14
15
16 (1) The polymer material shall be milled or blended into the
17 asphalt or emulsifier solution prior to the emulsification process.
18 The amount of polymer modifier shall contain at least 3.0 percent
19 polymer solids based on the weight of asphalt (asphalt residual).

20
21 (2) Formulate the emulsified asphalt so the paving mixture will
22 sufficiently cure so that traffic can be allowed in one hour.

23
24 (3) Emulsified asphalt for tack coat, if required, shall be in
25 accordance with Section 702.04. Specialized or preferred tack coat
26 materials may be allowed with approval of the Engineer before use.
27 If diluted, certification must be provided from the supply source.
28 Tack coat will be measured for separate payment.

29
30 **(B) Aggregate 703.11**

31
32 (1) Establish a job mix or target gradation within the gradation
33 band as specified in Table 703.11-2 for Type 2 or 3 mixtures.

34
35 (a) Base the mix design on the target gradation.

36
37 (b) The gradation of the aggregate stockpile shall not
38 vary by more than the stockpile tolerance as indicated in
39 703.11-2 from the mix design gradation. The percentage of
40 aggregate passing any two successive sieves shall not
41 change from one end of the specified range to the other end.
42 Aggregates shipped to the project shall be uniform and shall
43 not require blending or pre-mixing at the storage area before
44 use. Additionally, the aggregate shall remain with the
45 master gradation band. Mineral filler shall not be used to
46 satisfy the requirements as set in 703.11-2

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(C) Mineral Filler

(1) Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, or other approved filler as approved by the Engineer shall be used if required by the mix design. Mineral filler shall meet the requirements of ASTM D 242.

(2) Determine the amount of mineral filler needed through the laboratory mix design.

(a) The amount of filler used must be between 0.0 percent and 3.0 percent by the weight of dry aggregate

(b) Adjust the percentage of mineral filler ± 0.5 percent as necessary for better consistency or to optimize set times with Engineer's approval.

(c) Mineral filler is considered part of the aggregate gradation.

(D) Water. The water for the micro surfacing mixture shall be potable and free from any contaminants detrimental to the mixture.

(E) Approved Additives. The emulsion manufacturer shall provide approved additives as required to control the set time of the mixture in the field. Approved additives shall be approved by the Engineer if required by the mix design.

(F) Job Mix Design

(1) Before work begins, the Contractor shall submit a signed mix design to the Engineer. Mix designs shall be developed by an AASHTO accredited laboratory experienced in the design of micro surfacing systems and must be submitted to the engineer prior to beginning the work. The Mix Design shall be supplied by the Contractor. As a minimum, the design shall include the following: aggregate test properties, aggregate target gradation, results of Table 405.02-1 design requirements, design asphalt residue and mineral filler percentages based on dry weight of the aggregate. At least 10 days prior to construction, the Contractor shall submit to the Central Laboratory representative samples of each ingredient to be used in the micro surfacing mixture. The samples shall include information relative to sources, type of materials and project number. No micro surfacing work shall begin nor shall any mixture

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be accepted until the Laboratory has approved the micro surfacing design. Acceptance of the design by the Engineer is solely for the purpose of quality control and in no way releases the Contractor from the responsibilities to perform acceptable work under this specification.

The micro surfacing material shall be a uniform mixture of aggregate, emulsified asphalt, mineral filler, water and other additives as required to control the set time in the field. The emulsion and aggregate shall be compatible so that a complete, uniform coating of the aggregate shall be obtained in the mixing unit. The mixture shall have sufficient working life to allow for proper placement as the existing ambient temperature and humidity. The Engineer shall require the mixture to be redesigned if replacement of a constituent, or change in gradation, is needed to produce an acceptable mixture. The constituents shall be proportioned to produce a uniform mixture meeting the requirements of Table 405.02-1, which includes reference to International Slurry Surfacing Association (ISSA) Technical Bulletins (TB).

The laboratory should verify that mix and set times are appropriate for the climate conditions expected during the project. The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19.

(2) The mix design shall use the same materials and aggregate gradation to be used on the project.

(3) Changes in aggregate source, emulsion, or mineral filler will require a new mix design submitted for approval by the Engineer and a new test strip.

(4) The mix design shall provide a micro surfacing mixture that can be spread in variable thicknesses for ruts, scratch courses, and surfaces.

TABLE 405.02-1 – MIX DESIGN SPECIFICATIONS			
	Mixture Control Tolerance	Type 2	Type 3
Range for Residual Asphalt, % ^a	+/- 0.50	6.5 -9.5	6.0-9.0
Range for Mineral Filler, % ^a	+/- 0.50	0.5-3.0	0.5-3.0
Test	Test Method	Value	
Mixing Time, Seconds @ 77°F (25°C) Minimum	TB 113	180	
Set Time, 30 Minutes Minimum Early Rolling Traffic Time, @ 60 Minutes Minimum	TB 139	12 kg-cm 20 kg-cm	
Wet Stripping Test, % Coating, Minimum	TB 114	90%	
Wet-Track Abrasion Loss, Maximum One-hour Soak Six-day Soak	TB 100 (a)	38 g/ft ² 75 g/ft ²	
Lateral Displacement, Maximum % Bulk Specific Gravity (b)	TB 147	5% 2.100 – 2.400	
Excess Asphalt by LWT, Maximum	TB 109	50 g/ft ² (538 g/m ²)	
System Compatibility, Minimum	TB 144	11 Grade Points	
Water Resistance, 30 Minutes	TB 102	No Discoloration	
Cantabro Mass Loss, %, Maximum	TX 245-F	2.0	
Indirect Tensile Stiffness Modulus, MPa, Minimum (b)	EN 12697-26 Annex C	10,000	
Notes:			
(a) Perform the wet track abrasion test under laboratory conditions as a component of the mix design process			
(b) Samples to be prepared by ISSA TB 148 Marshall Compaction only (30 blows/side) and tested in dry condition at 25° C.			

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(G) Submittals.

(1) Submit mix design for review a minimum of 30 days before beginning construction.

- 139 (2) Provide the following with job-mix design.
140
141 (a) Test reports for asphalt emulsion in compliance with
142 Section 702.04.
143
144 (b) Certificate of analysis and compliance from the
145 manufacturer for each batch of asphalt emulsion.
146
147 (c) Target gradation for combined aggregate and mineral
148 filler.
149
150 (d) Name of the asphalt and polymer emulsion supplier.
151
152 (e) Test reports for mineral aggregate in compliance with
153 Section 703.11.
154
155 (f) Certificate of compliance from the manufacturer for
156 mineral filler.
157
158 (g) Calibration documentation for each mixing unit
159 including an individual calibration for each material at various
160 settings that corresponds to the mixing unit metering device.
161
162 (3) For changes in the job mix gradation:
163
164 (a) Submit a written request for a change in the job mix
165 gradation.
166
167 (b) Submit a new job mix design if changes in gradation
168 are outside the gradation band allowed by the stockpile
169 tolerance.
170
171

172 **404.03 Construction Requirements.** It shall be the responsibility of the
173 Contractor to produce, transport and place the specified materials in accordance
174 with these specifications and as approved by the Engineer. The finished micro
175 surfacing shall have a uniform texture free from excessive scratch marks, tears
176 or other surface irregularities. The cured mixture shall adhere fully to the
177 underlying surface. Based upon a visual examination or test results the Engineer
178 may reject any work due to poor workmanship, loss of texture, raveling or
179 apparent instability.

180
181 **(A) Weather Limitations.**

- 182
183 (1) The micro surfacing mixture shall be spread only when both
184 the pavement surface and ambient temperature is at least 50 F and

185 rising and the weather is not foggy or rainy and there is no forecast
186 of temperatures below 32 F within 48 hours from the time of
187 placement.

188
189 **(2)** Cease micro surfacing operations when weather conditions
190 prolong opening the road surface to traffic beyond a reasonable
191 time.

192
193 **(B) Notification.** Homeowners and businesses affected by the
194 construction shall be notified at least one day in advance of the surfacing.
195 Should work not occur on the specified day, a new notification will be
196 distributed. The notification shall be in the form of a written posting, stating
197 the time and date that the surfacing will take place. If necessary, signage
198 alerting traffic to the intended project should be posted.

199
200 **(C) Preparation**

201
202 **(1)** Remove any thermoplastic striping materials and retro-
203 reflective pavement markers in the areas to be micro surfaced.
204 Provide temporary striping as necessary to comply with plan
205 requirements.

206
207 **(2)** Clean the pavement surface of dirt, sand, dust, oil,
208 vegetation, and other objectionable material immediately before
209 applying micro surfacing.

210
211 **(3)** Allow un-sealed cracks to dry thoroughly before applying
212 micro surfacing when using water to clean the road surface.

213
214 **(4)** Cover manholes, valve boxes, drop inlets, and other service
215 utility entrances before surfacing.

216
217 **(5)** Protect all structures, including items such as guardrail,
218 guideposts, concrete barriers, drains, and parapet walls.

219
220 **(6)** Cracks. It is recommended that any cracks wider than 1/4
221 inch are treated. Crack sealing shall be completed at least thirty
222 (30) calendar days prior to application of micro surfacing.

223
224 **(7)** Tack Coat. Tack coat is required when shown on the plans.
225 In general, a tack coat is not required unless the existing asphalt
226 surface is extremely dry and raveled. Apply the tack coat in a
227 uniform manner to avoid streaks and other irregular patterns.
228 Dilute the emulsified asphalt to one-part emulsified asphalt to one
229 to three-part (s) water. Apply the diluted tack coat at a residual

230 asphalt rate of 0.05 to 0.10 gal/yd². The tack coat shall be allowed
231 to cure sufficiently before application of the micro surfacing.
232
233

234
235 **(D) Equipment.**
236

237 **(1) General.** Keep equipment, tools, and machinery clean and
238 maintained in satisfactory working condition. No work shall be
239 attempted with equipment that is malfunctioning. The Engineer
240 may order that the work be discontinued if sufficient equipment and
241 tools are not in use to place the materials satisfactorily.
242

243 **(2) Mixing Equipment.** Use mixing equipment specifically
244 designed and manufactured to mix and place micro surfacing.
245

246 **(a)** Either continuous run or truck mounted machines may
247 be used, except as required on the contract documents.
248

249 **(b)** The paving mixture shall be blended by a self-
250 propelled, positive, non-slipping aggregate delivery system
251 (belt over chain) micro surfacing mixing machine which shall
252 have a continuous flow mixing unit able to accurately deliver
253 and proportion the aggregate, emulsified asphalt, mineral
254 filler, filed control additives and water to a revolving multi-
255 blade, twin shafted mixer and discharge the mixed product
256 on a continuous flow basis. The mixture shall be thoroughly
257 blended so that no uncoated aggregate is visible upon
258 discharge from the mixing unit.
259

260 **(c)** Continuous-run equipment may be required on the
261 contract documents to ensure continuity of mix and reduction
262 of startup joints. The continuous-run machine shall be
263 equipped with self-loading devices which provide for the
264 loading of all materials while continuing to lay micro
265 surfacing, thereby minimizing construction joints. The
266 machine shall be equipped with opposite side driving
267 stations to optimize longitudinal alignment. The machine
268 shall be equipped to allow the operator to have full
269 hydrostatic control of the forward and reverse speed during
270 the application of the micro surfacing material.
271

272 **(d)** Truck mounted units shall be equipped with a
273 positive, non-slipping aggregate delivery system (belt over
274 chain) have the capability of applying a minimum of 10 tons
275 of aggregate without recharging the aggregate bin.

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(3) Water Pressure System. The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray ahead of and outside the spreader box when required.

(4) Calibration & Proportioning Devices. The machine shall be equipped with individual volume or mass controls or other gauging devices for measuring and proportioning each material added to the mix. Each material control device shall be calibrated, properly marked, and positively interlocked. The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so that the amount of asphalt emulsion, aggregate and mineral filler used may be determined at any time. Each mixing unit shall be calibrated prior to commencement of the work. The calibrations shall be performed and verified in the presence of the Engineer or the Engineer's representative. Once calibrated, the aggregate and emulsion flows shall not be changed without the approval of the Engineer. The water and additive may be adjusted in the field to control the mix properties to produce an acceptable mix. With the Engineer's approval, previous calibration documentation covering the exact materials to be used may be acceptable provided they were made within the last three months.

(5) Emulsion Pump. The emulsion pump shall be a heated, positive displacement type pump.

(6) Spreading Equipment.

(a) Attached to the machine shall be a hydraulically adjustable (adjustable while applying mixture) type spreader box with a positive screed adjustment for yield control. The box shall be attached to the mixer, equipped with ribbon flights mounted on an adjustable shaft to continually agitate and distribute the material throughout the box. The box will be equipped with curb bumpers and replaceable runners with a minimum of 5-foot long end runners. The box shall be equipped with a sufficient walkway to provide access to either side of the spreader box without walking through the freshly applied material. The box must be capable of laying mix to a width of 14 feet.

(b) The equipment shall provide sufficient turbulence to prevent the mix from setting in the box or causing excessive build-up or lumps.

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(c) To prevent the loss of mixture from the box, the Contractor shall attach flexible seals, front and rear, in contact with the road.

(d) The full width application box shall be equipped with a secondary strike-off located approximately 2 to 3 feet behind the primary strike-off to minimize transverse corrugations.

(e) The secondary strike-off shall have elevation and width adjustments similar to the primary strike-off. It shall have a pivot point where it can be tilted for texturing or raised completely off the surface.

(f) The use of burlap drags or other drags necessary to obtain the desired surface texture, shall require approval by the Engineer. Drags having excessive build-up shall be replaced. Drags shall be kept in a completely flexible condition at all times.

(7) Rut Filling and Leveling Course. When required, before the final surface course is placed, preliminary micro surfacing materials shall be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts greater than 1/2 inch in depth shall be filled independently with a rut filling spreader box either 5 ft or 6 ft in width as needed. For irregular to shallow rutting 1/2" or less in depth, a leveling course may be used as directed by the Engineer. The spreader box used for the leveling course shall be the same as used for the surface course; however, a steel or high density strike-off shall be used in lieu of a flexible rubber. Using a rut fill spreader box, each individual rut fill shall be crowned to compensate for traffic compaction at a rate of 1/8" per 1" of rut depth. Rut filling shall be placed and opened to traffic a minimum of 24 hours prior to surfacing. All materials, mixture composition, equipment, and construction procedures and requirements shall be as specified above.

(8) Auxiliary Equipment. Provide suitable surface cleaning equipment such as motorized brooms, traffic control equipment, hand tools, and other support and safety equipment necessary to perform the work.

(9) Rolling. When required in the Contract Documents, use a self-propelled, 10-ton maximum pneumatic tire roller equipped with a water spray system. All tires shall be inflated per the manufacturer's specifications.

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(E) Calibration

- (1)** Calibrate the paver in the presence of the Engineer prior to the beginning of each project, according to the method recommended by the mix paver manufacturer.
- (2)** Calibration documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Calibration procedure shall include a metered verification for each material used.
- (3)** Do not use any machine until calibration has been completed and/or accepted for the project.
- (4)** Any mechanical changes during construction to the equipment components that deliver micro surfacing material to the pug mill mixer shall require new calibration.

(F) Test Strip

- (1)** Construct a test strip at least 500 feet long on the roadway. The test strip shall be constructed on the project site under representative placement conditions, and with the job mix design, materials, and equipment to be used on the project.
- (2)** Adjustments to the mixture formula shall be permitted provided they do not exceed the values stated in the mix design.
- (3)** The Engineer will evaluate the test strip to determine if the mixture set and cure properties, equipment, placement technique, and finished appearance are acceptable.
 - (a)** Verify that the surface shows no signs of distress when exposed to traffic after curing for 1 to 2 hours.
 - (b)** As determined by the Engineer, repair or remove and replace any unacceptable test strip at no additional cost to the State.
- (4)** Make necessary adjustments if test strip does not perform as required and repeat the test strip process until acceptable performance. The Engineer may require a new job mix design if failures indicate an ingredient problem.
- (5)** After acceptance by the Engineer, the Contractor shall match the performance of the test strip unless another test strip is

414 constructed and accepted by the Engineer. No micro surfacing on
415 the project shall start until the test strip is accepted by the Engineer.

416
417 **(G) Stockpiling and Storage**

418
419 **(1) Aggregate Storage.**

420
421 **(a)** The mineral aggregate shall be handled in such a
422 manner as to prevent segregation, mixing of the various
423 materials or sizes, and contamination with foreign materials.
424 The grading of aggregates proposed for use and as supplied
425 to the project shall be uniform.

426
427 **(b)** Suitable equipment of acceptable size shall be
428 furnished by the Contractor to maintain the stockpiles and
429 prevent segregation of aggregates.

430
431 **(c)** The aggregate shall be passed over a scalping
432 screen immediately prior to transfer to the micro surfacing
433 mixing machine to remove oversized material.

434
435 **(d)** Take necessary precautions to protect the aggregate
436 stockpiles from moisture variation due to weather. If
437 necessary, re-work the stockpiles to reach an acceptable
438 moisture content in the mix design.

439
440 **(2) Storage of Bituminous Material.** The bituminous storage
441 shall be adequate to meet the requirements of the production rate.
442 All equipment used in the storage and handling of bituminous
443 material shall be kept in a clean condition at all times and shall be
444 operated in such a manner that there will be no contamination with
445 foreign matter.

446
447 **(H) Application.**

448
449 **(1)** The paving mixture shall be spread on the prepared surface
450 in such a way to leave a uniform finished surface. Care shall be
451 taken when filling ruts to restore the designed profile of the
452 pavement cross section. Excess crowning or overfilling of the rut
453 area will not be permitted. The Contractor shall use squeegees
454 and lutes to spread the mixture in areas inaccessible to the
455 spreader box and areas requiring hand spreading. A sufficient
456 amount of material shall be carried at all times in all parts of the
457 spreader box to ensure complete coverage.

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- (2)** Adjustments to the additive will be permitted if necessary to provide a slower setting time when hand spreading is needed. If hand spreading is necessary, the mixture shall be poured in a small windrow along one edge of the surface to be covered and then spread uniformly by a hand squeegee or lute. A smooth, neat seam shall be provided where two passes meet. Excess material shall immediately be removed from ends of each run.
 - (3)** Pre-wet the pavement surface as required due to local conditions by fogging with water ahead of the micro surfacing box. Do not create standing water on the pavement in front of the micro surfacing box.
 - (4)** Place micro surfacing mix that meets the job mix design.

 - (a)** Control the ingredient proportions with metering or measuring devices on the micro surfacing equipment. Use readings from the metering or measuring devices to determine compliance with limits stated in the approved job mix design.
 - (b)** The emulsion used throughout the project must be the same emulsion submitted with the job mix design. Calculate the percent emulsion from the calibrated paver for emulsion and aggregate quantities.
 - (5)** Engineer may require a new job mix design and re-authorization of the micro surfacing if large disparities occur.
 - (6)** Produce a mixture according to the authorized mix design and the quality control tolerances.
 - (7)** Carry a sufficient amount of micro surfacing in all parts of the spreader box so that full width and complete coverage is obtained with no streaks or narrow spots.

 - (a)** Avoid overloading the spreader box.
 - (b)** Do not spray water directly into the spreader box during the application of micro surfacing under any circumstances.
 - (8)** Apply micro surfacing for rut filling.

- 503 (a) For ruts less than ½ inch deep or as directed by the
504 Engineer, apply micro surfacing as a scratch-coat pass using
505 a metal or stiff rubber strike-off.
506
- 507 (b) For ruts ½ inch deep or more, fill ruts independently
508 with a rut-filling box. Multiple passes with the rut filling
509 spreader box may be required for ruts greater than 1 inch
510 deep or as directed by the Engineer.
511
- 512 (c) Apply at a sufficient rate to level the pavement
513 surface.
514
- 515 (d) Allow 24-hour cure time after filling ruts, before
516 placing additional micro surfacing layer.
517
- 518 (9) Aggregate Application Rate. The target spread rate for all
519 full width micro surfacing not intended as a leveling course shall be
520 controlled to within plus or minus 2 pounds per square yard of
521 spread rate and shall be based on the weight of dry aggregate.
522 Unless otherwise approved by the Engineer, the full width spread
523 rate shall be 18 pounds per square yard for Type 2, and 25 pounds
524 per square yard for Type 3. A five percent reduction in unit price
525 will be applied for each pound of aggregate per square yard outside
526 the spread rate tolerances established above for each day's
527 placement of material. In lieu of pay reduction, the Contractor may
528 elect to overlay the deficient area at no additional cost to the
529 Department. Continued operation and placement of materials
530 outside the spread rate tolerance shall not be allowed. The
531 Contractor shall make adjustment as necessary in the placement
532 operation to maintain production within the tolerances given.
533
- 534 (10) Do not apply water to freshly placed micro surfacing.
535
- 536 (11) When required in the contract documents, roll pavement
537 surfaces with a minimum of two full coverage passes after the
538 mixture has cured to the point where it will not be damaged by the
539 roller.
540
- 541 (12) Remove any loose debris from the micro surfacing work
542 daily.
543
- 544 (l) **Mixture.** The micro surfacing mixture shall be sufficiently stable so
545 that premature breaking of the material in the spreader box does not
546 occur. The mixture shall be homogeneous during and following mixing
547 and spreading. Spraying of additional water into the spreader box is not

548 permitted. Immediately take corrective action if any of the following
549 occurs:

- 550 (1) Lumping, balling, or unmixed aggregates.
- 551
- 552
- 553 (2) Separation of the coarse aggregate from the emulsion and
554 fines.
- 555
- 556 (3) Premature breaking of emulsion inside the spreader box.
- 557

558 **(J) Workmanship**

- 560 (1) Joints and Edges
- 561
- 562 (a) Longitudinal and transverse joints shall be uniform,
563 neat in appearance and shall not contain material build-up or
564 uncovered areas.
- 565
- 566 (b) Construct longitudinal joints on lane lines, edge lines,
567 shoulder lines, or along the centerline. Longitudinal joints
568 shall be placed on lane lines when possible. Longitudinal
569 joints shall not be constructed in the wheel path. Care shall
570 be taken to ensure straight lines, and longitudinal alignment
571 shall be parallel to the roadway centerline.. Do not overlap
572 on concrete pavements or concrete curb and gutter.
- 573
- 574 (c) The overlap of micro surfacing at any joint shall be a
575 maximum of 3 inches.
- 576
- 577 (d) Longitudinal edge lines shall not vary by more than 2
578 inches in 100 linear feet. If the Contractor is unable to meet
579 this requirement, they shall be required to establish a pilot
580 line. Line at intersections shall be kept straight to provide a
581 neat and uniform appearance.
- 582
- 583 (e) Transverse joints shall be constructed as butt-type
584 joints. If necessary, a suitable material will be used to mask
585 off the end of surfacing work or streets to provide straight
586 lines.
- 587
- 588 (f) Gaps between applications shall not be permitted.
589 Joints will be considered acceptable if no more than a ½ inch
590 vertical space exists between the pavement surface and a 4
591 foot straight edge placed perpendicular on the longitudinal
592 joint, and no more than ¼ inch for transverse joint.
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(2) Finished Surface.

(a) The finished micro surfacing shall have a uniform texture free from excessive scratch marks, tears, or other surface irregularities, such as those caused by oversized aggregate or broken mix. Excessive tear marks are considered as four drag marks within 100 linear feet in a single pass, or drag marks that are more than ½ inch in width and more than 6 inch in length per 100 square yards, or any marks greater than 1 inch in width and more than 4 inch in length.

(b) No transverse ripples or longitudinal streaks of 0.25 inch in depth will be permitted, when measured by placing a 10-foot straight edge over the surface.

(c) The surface shall not have any flushing or excessively rich areas that appear in the micro surfacing after two hours from the time of placement.

(3) Irregular Areas. Areas which cannot be reached with the mixing machine shall be surfaced using hand tools to provide complete and uniform coverage. The area to be hand worked shall be cleaned and lightly dampened prior to mix placement. Care shall be exercised in areas that require handwork so that the finished surface is uniform in texture, dense and of overall neat appearance comparable to that produced by the spreader box. When transitions are included as part of the work, then these areas are to be surfaced prior to application of the main line. This shall include intersections, turnouts, radii, ramps etc.

(4) If workmanship criteria are not met, the Contractor shall stop work and correct them at the Contractor's expense. Repair sections shall be the same width as the existing pass of micro surfacing. Small areas of patching are not permitted.

(K) Opening to Traffic

(1) The emulsified asphalt shall be formulated in such a way to allow the paving mixture to cure at a rate which will permit straight rolling traffic on the pavement within one hour after application without damaging the pavement surface. The Contractor shall maintain traffic control as necessary to prevent damage to the mixture. Any such damage done by traffic to the mixture shall be repaired by the Contractor at the Contractor's expense.

640 (2) Place temporary pavement markings after the micro
641 surfacing cures. The permanent pavement markings shall not be
642 placed for 14 days.

643
644 (L) **Quality Control.** The Contractor is responsible for quality control
645 (QC) sampling and testing and shall submit a written Quality Control Plan
646 (QPC) acceptable to the Engineer.

647
648 (1) Project Documentation

649
650 (a) Maintain quality control documentation and make
651 available to the Engineer upon request or at completion of
652 daily work.

653
654 (b) Submit a daily report and log sheet containing the
655 following information:

- 656
- 657 1. Aggregate used, ton (dry)
 - 658
 - 659 2. Micro surfacing emulsion used, ton
 - 660
 - 661 3. Materials for tack coat used, if specified, ton
 - 662
 - 663 4. Mineral filler used, lbs
 - 664
 - 665 5. Water used in mixture, gallons
 - 666
 - 667 6. Additive used in mixture, gallons
 - 668
 - 669 7. Surface area completed (square yards)
 - 670
 - 671 8. Surface area application rate (dry lbs aggregate per
672 square yard)
 - 673
 - 674 9. Percentage of emulsified asphalt based on dry
675 aggregate.

676
677 (2) Personnel. The Contractor is responsible for staffing their
678 project with qualified personnel.

679
680 (3) Testing Facilities and Equipment. The Contractor shall
681 supply any testing and equipment needed to comply with their
682 approved QCP.

683

684 (4) Material Testing. The Contractor shall test the materials
685 utilized in a manner to comply with their approved QCP and as
686 required by the Engineer.

687
688 (5) Compliance with Specifications. The Contractor shall attest
689 in writing to the Engineer that the micro surfacing has been
690 constructed in accordance with and meets the requirement of the
691 specifications and their approved QCP at the conclusion of the
692 project.

693
694 (M) Agency Acceptance. The Department will conduct acceptance
695 sampling, testing, and inspection activities to ensure material quality,
696 correct application rates, and traffic control are within specification
697 requirements. These activities along with the frequencies will be done at
698 the discretion of the Department.

699
700 (1) Material Testing

701
702 (a) Aggregate. A sample of aggregate should be
703 obtained and tested from the Contractor's project
704 stockpile(s) at the discretion of the Engineer.

705
706 (b) Emulsified Asphalt. A sample of emulsified asphalt
707 should be obtained from the Contractor's distributor on the
708 first day of production and thereafter at a frequency not to
709 exceed 1 sample per 50,000 gallons. Because the time
710 between sampling of the emulsified asphalt and the testing
711 of the material can affect the test results, samples should be
712 sent to the HDOT Central Lab for testing as soon as
713 possible.

714
715 (2) Equipment. All equipment to be used on the project shall be
716 evaluated by the Engineer.

717
718 (3) Final inspection. A final inspection will be done with the
719 Contractor to assure that the project has been constructed and
720 complies with the project specifications.

721
722
723 **405.04 Measurement.** The Engineer will measure micro surfacing per square
724 yard in accordance with the contract documents.

725
726 The Engineer will not measure preparation of surfaces except for distressed
727 asphalt reconstruction work. All other work mentioned in the preparation of
728 surfaces shall be considered incidental to micro surfacing activities.

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405.05 Payment. The Engineer will pay for the accepted micro surfacing at the contract unit price basis, 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
Micro Surfacing	Square Yard

The Engineer will pay 100 percent of the contract bid price upon completion of the micro surfacing installation.

END OF SECTION 405

1 Make this section a part of the Standard Specifications:
2
3

4 **SECTION 408 – CRACK SEAL**
5

6 **408.01 Description.** This section describes furnishing and applying crack
7 seal on existing asphalt pavement.
8

9 **408.02 Materials.**

10
11 Crack Seal ASTM D 6690-15
12

13 Crack seal shall be hot applied and meet the requirements of ASTM
14 D6690-15. Submit crack seal product information and test data for approval.
15

16 **408.03 Construction.**

17
18 **(A) Weather Limitations.** Do not apply crack seal if any moisture is on
19 the pavement or in the cracks.
20

21 **(B) Surface Preparation.** Remove all vegetation, loose material and
22 debris from the cracks. Clean cracks with compressed air. Hot air blast
23 cracks immediately prior to application of crack seal.
24

25 **(C) Routing.** For cracks and joints less than 1/2-inch wide, route to a
26 uniform width of 1/2-inch and depth of 3/4-inch to 1-inch prior to crack
27 sealing.
28

29 **(D) Melters.** Use an indirectly heated double boiler melter which shall
30 be capable of heating and applying all grades of asphalt rubber sealant,
31 fiber modified sealant and specification joint sealant without any further
32 equipment modification. The melter heating system shall be
33 thermostatically controlled and calibrated. The machine shall be capable
34 of starting at ambient temperature and bringing sealant material up to
35 application temperature in one hour at 70 degrees Fahrenheit ambient
36 temperature. The melter shall have continuous sealant agitation and a
37 mixing system to provide uniform viscosity and temperature of material
38 being applied. All equipment shall be in good working order and
39 functioning properly.
40

41 **(E) Application.** Seal cracks and joints 1/2-inch to 1-inch with
42 approved hot-applied crack seal. For cracks and joints less than 1/2-inch
43 wide, route to a uniform width of 1/2-inch and depth of 3/4-inch to 1-inch
44 and fill with an approved hot-applied crack seal. The router shall also have
45 a dust control system designed to reduce the particle pollution inherent in

46 asphalt pavement crack routing that protects people from excessive dust,
47 and surrounding areas and vehicles from flying debris.

48
49 **(F) Protecting the Work.** Crack seal shall be allowed to cool
50 sufficiently before opening to traffic. If the pavement temperature is
51 expected to exceed 85°F within 24 hours after placement, apply a
52 manufactured detackifying agent to the sealant before opening to traffic.

53
54 **(G) Cure Time.** Crack seal shall be allowed to cure for a minimum of
55 30 days before any surface treatment is applied over it.

56
57 **408.04 Measurement.** Crack sealing of existing pavement will be
58 measured per linear foot in accordance with the contract documents.

59
60 **408.05 Payment.** The Engineer will pay for the accepted crack sealing at
61 the contract unit price, as shown in the proposal schedule.

62
63 Payment will be full compensation for the work prescribed in this section
64 and the contract documents.

65
66 The Engineer will pay for the following pay items when included in the
67 proposal schedule:

68

Pay Item	Pay Unit
Crack Sealing – Less than 1/2"	Linear Foot
Crack Sealing – 1/2" to 1"	Linear Foot"

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71
72
73
74
75
76
77

END OF SECTION 408

1 **SECTION 414 – RECONSTRUCTION OF WEAKENED PAVEMENT AREAS**

2
3 Make the following amendments to said Sections:

4
5 **(I)** Amend **Section 414.02 – Materials** from line 9 to read as follows:

6
7 **“414.02 Materials**

8
9 Hot Mix Asphalt Base Course 301.02”

10
11 **(II)** Amend **Section 414.03 – Construction** by adding the following
12 paragraphs to read as follows:

13
14 “The depth of excavation for reconstruction shall be the reconstruction
15 thickness shown in the contract or as ordered by the Engineer. Consider
16 the depth of excavation for reconstruction to be equal to the thickness of
17 the new pavement section if the contract shows no depth. Reconstruct the
18 excavated areas according to Section 301 – Hot Mix Asphalt Base
19 Course.

20
21 Backfill and thoroughly compact unauthorized excavation below the
22 required bottom grade with suitable material at no cost to the State. The
23 finished bottom grade immediately before placing subsequent material
24 thereon shall have a relative compaction of not less than 95 percent for a
25 depth of 6 inches.”

26
27 **(III)** Amend **Section 414.04 – Measurement** from lines 28 to 29 to read as
28 follows:

29
30 **“414.04 Measurement.**

31
32 The Engineer will not measure reconstruction of weakened pavement
33 areas for Section 301 – Hot Mix Asphalt Base Course for payment.”

34
35 **(IV)** Amend **Section 414.05 – Payment** from lines 31 to 57 to read as follows:

36
37 **“414.05 Payment.**

38
39 The Engineer will pay for the accepted reconstruction of weakened
40 pavement areas for Section 301 – Hot Mix Asphalt Base Course separately. The
41 Engineer will consider the cost of reconstruction of weakened pavement areas in
42 the contract price of the various contract items in Section 301 – Hot Mix Asphalt
43 Base Course Separately.”

44
45
46 **END OF SECTION 414**

1 Amend **Section 415 – COLD PLANING OF EXISTING PAVEMENT** to read as
2 follows:

3
4 **SECTION 415 - COLD PLANING OF EXISTING PAVEMENT**

5
6
7 **415.01 Description.** This section describes removing existing pavement by a
8 cold-planing process and establishing grade controls to provide a basis for a smooth
9 riding surface.

10
11 **415.02 Materials.** None.

12
13 **415.03 Construction.**

14
15 **(A) Equipment.** Cold-planing machines shall be self-propelled, equipped
16 with an automatically controlled and activated cutting drum that is capable of
17 grade reference, maintaining transverse slope control and producing a
18 uniformly textured surface. An Engineer accepted grade 1-piece referencing
19 attachment, not less than 30 feet in length, shall be used. The cold-planing
20 machine shall be capable of accurately removing the pavement surface, in one
21 or more passes, to the required grade or cross-section indicated in the
22 Contract Documents, without tearing or gouging underlying surface that is to
23 remain and without contaminating milled pavement with underlying base
24 course material. The final cut shall result in a neat and uniform milled surface.

25
26 Equip machine with cutting drum capable of producing a uniform
27 surface finish and texture. Enclose the cutting drum in shroud to prevent
28 discharge of loosened material into adjacent work areas. As standard
29 equipment, provide dust suppression system, storage tanks with an adequate
30 water, and high-pressure spray bar with spray nozzles. Provide a machine
31 capable of cutting a crown and a depth by tilting drum axis and it shall be
32 equipped with guidance system that controls transverse slope and longitudinal
33 profile, matches adjacent pavements, and controls depth of cut. A mobile
34 referencing system shall be used. Provide at minimum a 30-foot long 1-piece
35 mobile reference to provide average elevation variations. The entire length
36 shall be used in activating the sensor.

37
38 If referencing from existing pavement, the cold-planing machine shall be
39 controlled by a self-contained grade reference system. The system shall be
40 used at or near the centerline of the roadway. On the adjacent pass with the
41 cold-planing machine, a joint-matching shoe may be used on the newly placed
42 HMA surface. Using the existing newly paved pavement as a reference is
43 discouraged and should not be used unless the profile of the existing
44 pavement meets the smoothness requirements of the Contract Documents
45 and even then, shall be used at the Contractor's own volition.

47 **(B) Cold-Planing Pavement Profile.** Prior to the start of cold-planing
48 (planing) take a pavement surface profile test of all areas where planing is to
49 occur. Use these profiles to create a surface profile that shall be used to install
50 a smooth finish pavement that meets the Contract Document smoothness
51 requirements. The planing profile shall allow the finish HMA pavement's
52 profile in general to:

- 53
- 54 (a) Not change the drainage patterns of the existing roadway.
 - 55
 - 56 (b) Decrease the clearance between overhead objects, e.g.,
57 overpasses, utility lines, and the finish pavement.
 - 58
 - 59 (c) Decrease the effectiveness or make existing safety apparatuses
60 non-compliant.
 - 61
 - 62 (d) Change geometric properties, e.g., sight distance, slopes of the
63 roadway shall not be changed.
 - 64

65 The method used by the Contractor to obtain planing pavement profiles
66 will be left up to the Contractor. The Engineer will use a profile obtained using
67 the Contractor supplied profilograph to determine the profile index, i.e.,
68 smoothness, of the new pavement regardless of what method the Contractor
69 uses to determine the planing pavement profile. Submit all planing pavement
70 profiles for review and acceptance by the Engineer at a minimum of 30 days
71 before planing starts. Inform the Engineer of any existing feature that may
72 need adjustment to obtain a smooth riding surface. Adjustments to the
73 existing feature if made will be paid for by contract change order.

74

75 Planing shall be used to create the initial base that shall improve the
76 existing pavement profile when paving work is properly performed. Set
77 guidance system grade sensor on string line or other grade device to guide the
78 planing machine to the proper cutting profile established by the planing
79 pavement profile.

80

81 **(C) Cold-Milled Surface and Removed Material.** Cold-mill (mill) surface
82 to remove pavement and to eliminate high spots and surface irregularities for a
83 smooth roadway resurfacing. Remove thickness of existing pavement to the
84 average minimum depth indicated in the Contract Documents. In general, the
85 depth, length, width, and shape of the cut shall be as shown in the Contract
86 Documents or as directed by the Engineer. Examine the milled surface and
87 inform the Engineer if:

- 88
- 89 (a) There are any weakened pavement areas not shown in the
90 Contract Documents.
 - 91
 - 92 (b) A thin milled 90 subsurface layer exists.

- 93 (c) Holes are present in the milled surface.
- 94
- 95 (d) There are indications of poor bonding of the milled layer to the
- 96 layer below.
- 97
- 98 (e) Base course showing.
- 99
- 100 (f) Any condition that may be deleterious to the service life of the
- 101 new overlay exists.
- 102

103 The Engineer may direct remedial work in these areas to provide
104 increased pavement life as well as a smoother ride, e.g., increase the depth of
105 the planing or do additional work to the weakened pavement areas. Additional
106 remedial work will be considered extra work unless the Contractor over milled
107 the pavement.

108
109 Furnish, install, and maintain grade and transverse slope references.

110
111 Adjust machine blades to avoid damaging existing items that are to
112 remain, such as underlying pavement structure, monuments, manholes, and
113 pipes. Remove and replace or reconstruct items damaged by planing
114 operations.

115
116 Maintain an appropriate consistent planing speed that shall give a
117 smooth consistent texture for the milled surface. Planing speed shall be
118 adjusted so that the milled surface is not scalloped or individually gouged or
119 both. The travel speed in feet per minute shall not exceed 2/3 of the cutter
120 drum RPM, e.g., 100 RPM > 66 feet per minute. If the planing machine does
121 not have a drum RPM gage, assume the drum speed is 1/19th of the engine
122 RPM.

123
124 For roadways open to traffic, cold plane each day across full width of
125 traffic lanes to avoid longitudinal pavement drop-off between lanes. Make
126 every effort to avoid longitudinal drop offs between lanes. If this cannot be
127 avoided at the end of the day's production, or in areas opened to public traffic,
128 construct tapered transitions for all longitudinal and transverse pavement drop-
129 offs before opening area to public traffic. Use the same quality of HMA for
130 temporary tapers that is used for the HMA overlay or pavement. Use
131 maximum slopes of 8:1 for longitudinal and 48:1 for transverse tapered
132 transitions. When cross streets are encountered use a 48:1 taper; minimize
133 the transition piece from being in the lane perpendicular to the cross-street.
134 Use 48:1 slope for transition pieces for utility features found in milled areas.
135 The difference in elevation between adjacent existing pavement and milled
136 areas shall not exceed 3 inches. Compact transition in such a manner that the
137 transition shall provide a smooth riding transition and shall not change its
138 shape for the duration of its use. The transition shall be uniform in shape and

139 the toe of the transition shall be a set distance parallel to the unmilled edge of
140 the adjacent pavement, i.e., the toe of the transition shall form a straight line
141 parallel to the milled edge. Remove all transition material in the area to be
142 resurfaced before placing the overlay.

143
144 Provide for drainage of milled surface areas and adjacent pavement.
145 Drainage of the milled areas shall be installed on same work shift as when
146 planing is performed.

147
148 The finished milled surface shall be suitable for public traffic to use
149 safely and not cause damage to its vehicles or to the existing pavement. The
150 completed surface of the milled asphalt concrete pavement shall not vary more
151 than 0.02 foot when measured with a 12-foot straightedge parallel with the
152 centerline. With the straightedge at right angles to the centerline, the
153 transverse slope of the planed surface must not vary more than 0.03 foot.
154 Check the milled surface profile every 24 feet to verify that the planing is
155 compliant. Record drum speed and planing machine speed at every 30
156 minutes. Record results of checks, in a manner acceptable to the Engineer
157 showing at a minimum:

158
159 (a) Location of the profile check showing station and offset from
160 centerline or station and lane location for both profile check and drum
161 speed and planing machine speed.

162
163 (b) Date and time for both profile check and drum speed and planing
164 machine speed.

165
166 (c) When planing machine started planing and stationing, all
167 stopping and restarting times. End of shift planing work station.

168
169 (d) Variances from straightedge, location of the variance on the
170 straight edge.

171
172 (e) Person performing checks and recording the information shall
173 sign and print full name on report.

174
175 (f) Submit reports weekly to the Engineer.

176
177 Re-mill areas that do not conform to Contract Document requirements
178 or perform an Engineer accepted remedial repair if existing subsurface
179 pavement would be too thin to re-mill and still provided the needed structural
180 support to the pavement section.

181

182 The Engineer may reduce the number of profile and planing machine
183 speed checks if the reports show a consistent pattern of best practices and
184 performance. The Engineer reserves the right to reinstate the former level of
185 checks at any time should the quality of the work start to degrade.
186

187 Clean and sweep surface of milled pavement in accordance with
188 Section 310 - Brooming Off, with the additional requirement that all loose
189 material shall be picked up within the roadway surface including gutters, before
190 opening milled area to public traffic. Repeat the cleaning and sweeping of the
191 milled pavement to the same requirements used on the first day for each day
192 the milled area is opened to public traffic including Saturday, Sunday and
193 holidays.
194

195 Install all temporary traffic pavement markings before opening to public
196 traffic and maintain them until overlay is placed. Pavement markings shall be
197 of the same size, e.g., width and length as required in the Standard Plans. For
198 example, no Arrows made with a single 4-inch tape will be allowed, the width
199 of arrow shall be as show in TE-29.
200

201 Dispose of milled and removed transition materials in accordance with
202 Subsection 201.03(F) - Removal and Disposal of Material.
203

204 Minimize dust escaping from cold-planing operation and contain or
205 remove runoff water used for dust control in accordance with Section 209 –
206 Temporary Water Pollution, Dust and Erosion Control.
207

208 The milled surface shall not be exposed to public traffic for more than
209 three days prior to placement of resurfacing material. Place a leveling course
210 over the entire milled area before the end of the third day if the permanent
211 overlay cannot be placed. The leveling course shall be removed before the
212 installation of the overlay. The leveling course, its installation and removal and
213 any additional HMA needed due to increased depth shall be at the Contractor's
214 expense. Failure to install an acceptable leveling course will result in the
215 assessment of rental fees for unauthorized lane closure charges for the areas
216 that are non-compliant, e.g., milled areas open longer than three days, until
217 they have received an acceptable leveling course layer or the permanent
218 overlay. Lane rental fee charges shall start at the end of the third day's normal
219 working hours as defined in the Contract Documents, i.e., the third day's
220 normal end of non-overtime shift. There will be no maximum amount of lane
221 rental assessed by the Engineer for this situation. The Engineer will
222 unilaterally calculate the amount of rental fees to be assessed. The Engineer
223 reserves the right to suspend the Contractor's work and continue to charge
224 lane rental when the Engineer determines that the Contractor's work is
225 adversely impacting the public.

226 **415.04 Measurement.** The Engineer will not measure cold planing and planing
227 pavement profile for Section 401 – Hot Mix Asphalt (HMA) Pavement for payment.
228

229 **415.05 Payment.** The Engineer will not pay for cold planing and planing pavement
230 profile for Section 401 – Hot Mix Asphalt (HMA) Pavement separately. The Engineer
231 will consider the cost for cold planing and planing pavement profile in the contract
232 price of the various contract items in Section 401 – Hot Mix Asphalt (HMA) Pavement.
233

234
235

END OF SECTION 415

1 Make this section a part of the Standard Specifications:

2
3 **“SECTION 417 – CUT CORES IN EXISTING PAVEMENT**

4
5 **417.01 Description.** This section is for obtaining 4-inch diameter sample
6 cores of the existing pavement structure.

7
8 **417.02 Materials.** None specified.

9
10 **417.03 Construction.** Obtain 4-inch diameter sample cores of the full depth
11 of the existing pavement structure at locations and in quantities as directed by
12 the Engineer. Sampling shall be done with a core drill, and in accordance with
13 the “Sampling and Testing Guide for Acceptance and Verification” in Hawaii DOT
14 Highways Division’s *Quality Assurance Manual for Material*, Appendix 3. After
15 coring, the hole shall be filled and compacted with new material to conform to the
16 surrounding area.

17
18 **417.04 Measurement.** The Engineer will measure the sample cores per each.

19
20 **417.05 Payment.** The Engineer will pay for the accepted sample cores at the
21 contract unit price per each.

22

Pay Item	Pay Unit
Cut Cores in Existing Pavement	Each”

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24
25 **END OF SECTION 417**
26
27

1 **SECTION 613 - CENTERLINE AND REFERENCE SURVEY MONUMENTS**

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Make the following amendments to said Sections:

(I) Amend **Section 613.04 Measurements** from lines 48 to 60 to read as follows:

“613.04 Measurement.

(A) **Reconstructing Centerline and Reference Survey Monument.**
The Engineer will measure reconstructing centerline and reference survey monuments per each.

(B) **Adjusting Centerline and Reference Survey Monument.**
The Engineer will measure adjusting centerline and reference survey monument per each.”

(I) Amend **Section 613.05 Payment** from lines 62 to 88 to read as follows:

“613.05 Payment.

(A) **Reconstructing Centerline and Reference Survey Monument.**
The Engineer will pay for accepted reconstructing centerline and reference survey monument at contract unit price per each. Payment will be full compensation for work prescribed in this section and contract documents.

(B) **Adjusting Centerline and Reference Survey Monument.** The Engineer will pay for accepted adjusting centerline and reference survey monument at contract unit price per each. Payment will be full compensation for work prescribed in this section and contract documents.

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

Pay Item	Pay Unit
Reconstructing Centerline and Reference Survey Monuments	Each
Adjusting Centerline and Reference Survey Monuments	Each

The Engineer will pay for:

(A) 80 percent of contract bid price upon completion of adjusting centerline and reference monument.

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(B) 20 percent of contract bid price upon completion of providing reference survey data to the Engineer for all new monuments.”

END OF SECTION 613

1 **SECTION 626 – MANHOLES AND VALVE BOXES FOR WATER AND SEWER**
2 **SYSTEMS**

3
4 Make the following amendment to said Section:

5
6 **(I) Amend 626.04 - Measurement** by replacing lines 172 to 173 to read:

7
8 **“626.04 Measurement.** The Engineer will measure adjusting standard
9 manholes and valve boxes per each for water and sewer systems.”

10
11 **(II) Amend 626.05 – Payment** by revising lines 174 to 192 to read as follows:

12
13 **“626.05 Payment.** The Engineer will pay for the accepted pay items listed
14 below on a per each basis, as shown in proposal schedule. Payment will be full
15 compensation for work prescribed in this section and in contract documents.

16
17 The Engineer will pay for each of the following pay items when included in
18 proposal schedule:

19

Pay Item	Pay Unit
Adjusting Standard Manhole and Valve Box Frames and Covers for Water and Sewer Systems	Each”

20
21
22
23
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25

26 **END OF SECTION 626**

1 **SECTION 627 – ENHANCED VEHICLE CLASSIFICATION TRAFFIC**
2 **COUNTING SYSTEM**

3
4 Make this Section a part of the Standard Specifications:
5

6 **627.01 Description.** The work includes furnishing labor, materials, tools,
7 machinery, and equipment to repair any damages to the existing Enhanced
8 Vehicular Classification (EVC) traffic counting system due to the paving work. The
9 Contractor shall make repairs to the damaged system as ordered by the Engineer,
10 including the following:

- 11
- 12 **(A)** Provide necessary provisions for traffic counting operations by
13 installing and testing piezoelectric sensors, vehicle detector loops,
14 installing conduit, cable wiring, providing electrical connections,
15 warning sign and system integration and testing according to the
16 contract.
 - 17
 - 18 **(B)** Provide underground conduit systems including trenching, structural
19 excavation, furnish and install pull boxes, backfilling and restoration
20 work.
 - 21
 - 22 **(C)** Conduct required testing for the vehicle detector loops and piezo
23 sensors. Submit for acceptance test procedures and criteria for
24 acceptance test results to the Engineer. Notify the Engineer a
25 minimum of one week before the date scheduled for testing.
 - 26
 - 27 **(D)** Coordinate and arrange for inspection of work with the Engineer.
28 Arrange for a representative from piezo sensor’s manufacturer to
29 supervise installation of piezo sensors.
 - 30
 - 31 **(E)** Turn over to the Engineer a complete and operating vehicle counting
32 system according to the contract.
 - 33

34 Furnish and install incidental parts necessary to complete the vehicular counting and
35 classification system as though such parts were in the contract.
36

37 Electrical equipment shall conform to the NEMA Standards and this contract.
38 Materials and workmanship shall conform to “National Electric Code”, (the code);
39 General Order Nos. 6, and 10 of the Hawaii Public Utilities Commission; ASTM
40 standards; the ANSI and applicable revisions for all the above codes and standards
41 and local ordinances that may apply.
42

43 **627.02 Materials.**

- 44
- 45 **(A) Enhanced Vehicular Classification (EVC) Traffic Counting**
46 **System.** The EVC system is intended to count vehicle volume and perform

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vehicle classification, including but not, limited to the 13 FHWA vehicle types, and data for environmental impact analysis per FHWA requirements.

(1) General Requirements. Install EVC system in each lane at the system’s existing location. The EVC system contains a set of piezoelectric sensors and magnetic loop detectors. The EVC system will be used to classify the number of axles in accordance with FHWA requirements.

The EVC system shall also be capable of monitoring traffic volume data using one or more magnetic induction vehicle detector loops. Such loops shall be installed as called for in the submitted plans.

(2) EVC System Components. Installation and setup per manufacturer’s recommendation for all sensors, lead-in cables, and related components.

(a) Traffic Classification Data System Requirements.

1. In-Road Piezo and Classification Sensor System. A Piezo Sensor System is the type of classification sensor system required for this project.

(i) The piezo sensors shall have an operating life of a minimum of one year from the date of acceptance. Sensor failure during this period shall require replacement of the faulty unit at the Contractor's expense for furnishing, delivering and installing the replacement equipment, system, and components including any traffic control measures required for the safe installation of the replacement sensor.

(ii) Install piezo sensors under the supervision of the manufacturer's representative for the Piezo system. All necessary components, process, system modifications, and installation requirements shall be provided as incidentals to the system.

(iii) Piezo Sensor System: The following are requirements for the Piezoelectric Sensor system:

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a) Configuration: Install piezoelectric sensors in the roadway for each lane in both traffic directions.

b) Class 1 BL unencapsulated piezoelectric sensors must be supplied complete with custom length lead-in coaxial cable with pre-made termination connectors. The sensor design and installation technique must have been proven reliable in conditions (soil and environmental), similar to those in Hawaii.

c) Piezo Sensor shall be Class I Weigh in Motion Sensor, 12-foot length (or based on actual roadway width), complete with coaxial lead cable (non-spliced). The sensor shall have 16 gauge flat braided silver plated copper wire center core with highly compressed piezoelectric copolymer P(VDF-TrFE) and outer sheath of 0.16-inch thick brass meeting CDA-260 and ASTM B87-88 requirements. The sensor shall be approximately 0.26-inches wide with a maximum thickness of 0.063-inches (plus/minus 0.05 inches). Insulation resistance between core and shield shall be greater than 500M ohms. Piezoelectric coefficient shall be greater or equal to 20 pC/N nominal.

1) Embed piezo sensors in a grout with clips for mounting at six inch intervals. The sensors shall be of the type suitable for the application. Install piezo lead-in cables and piezo sensors in slots cut in the road surface, approximately 3/4-inch wide by two inches deep and provide supporting clips at six inch centers.

2) Lay sensor in a groove at one inch below the surface of the roadway or as recommended by the manufacturer. Secure sensor in

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place along the entire length of the sensor in the slot by quick setting grout clips.

3) Sensor shall be manufactured to produce uniform, high amplitude piezoelectric output with signal to noise ratio of 10:1 minimum.

4) Groove shall be constructed in strict accordance with specifications of the manufacturer. Install sensor straight and flat in groove.

5) Epoxy fill voids of the groove. The epoxy grout fill shall be prepared in accordance with the manufacturer's instructions, and shall result in a concave finish approximately 1/16-inch above the surface of pavement or as shown on the plans. The grout curing requirements of the manufacturer shall be complied with and traffic loading shall not be permitted until the grout is fully cured.

6) Passive signal cable shall be RG 58 rated for underground direct burial, with outer jacket of 0.187-inch outside diameter and nominal capacitance of 27 pF/Ft, with factory termination to sensor and BNC connector. Each cable shall have field measured custom length to suit the installation conditions. In the event that the cables provided have insufficient length to reach the equipment harness inside the cabinet, the cables shall be rejected and splicing to lengthen the cable will not be allowed.

7) Install sensor in clean saw cut grooves in strict conformance to the

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sensor manufacturer's installation requirements.

8) Hot tar shall not be used. Installation of encapsulating material shall be allowed to cure and shall be ground flat.

9) Do not allow traffic on the completed system until the manufacturer's representative approves all conditions of the installation with the acceptance by the Engineer. Thereafter, testing in accordance with the manufacturer's requirements shall be completed before public traffic is allowed.

10) Grooves shall be made by wet cutting. Dry cutting shall not be allowed.

11) Overall length of the passive cable shall be 300-foot maximum or as required. Provide loop of five feet in handhole for each cable.

12) In the event that heating of the encapsulating material is allowed by the Engineer, the temperature of the material shall not be allowed to exceed 170 degrees F. In the event that the temperature exceeds the maximum allowed, the entire sensor system installed shall be replaced.

13) Provide adequate power for all test equipment to meet the detailed and specific requirements of the manufacturer for all tests required for certification and acceptance. Provide all necessary equipment to perform the required tests.

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d) One 12-foot piezoelectric sensors (or as determined by the Engineer) must be supplied for each lane for both directions.

e) The sensors shall be able to withstand at least one million cycles and interface with the counting equipment to perform the above mentioned, applications.

f) The sensors shall include all mounting hardware and installation grout. The supplied installation grout must be suitable for installation in both asphalt and Portland cement pavements. The installation grout must require no special equipment to facilitate installation. The grout must have a short curing time (less than 75 minutes) to minimize lane closure time. The grout should be of sufficient consistency to prevent "running" when being applied on road surfaces with a drainage cross-slope. Particulate matter within the grout must not separate or settle. The grout must not shrink during the curing process.

(iv) Sensor (inductive) loops shall be furnished and installed in each traffic lane, to measure speed and length of vehicles and also to classify vehicles in conjunction with the axle detectors.

(v) If the number and configuration of the in-roadway sensors, and sensor loops, need to be modified from the number and configuration shown in the field, the Contractor shall inform the State at the time of submitting the proposal, or earlier, and submit Shop Drawings of the revised configuration for approval.

(vi) Grout and Epoxy. The sensor manufacturer must approve and the Engineer must accept all grout and epoxy used for the sensor installation.

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(b) Vehicle Inductive Loops. Install two vehicle inductive loops per lane for measuring volume, speed and vehicle length. The inductive loops shall be completely tested prior to shipment with no splices and ready to install. (Note: The lead-in wire(s) for the new inductive loops can be spliced (soldered connection/waterproof insulation) to an existing lead-in wires at the existing or new pull box. Ensure sufficient wire lengths for the piezo sensors must be provided to be able to connect wires into the terminal block inside cabinet without splices. HDOT or its representative will make the final connection into the terminal block inside the cabinet, however, the Contractor shall label the wires clearly to identify traffic direction, lane number, and sequence of loops and piezo sensors in each lane per direction).

Each loop and its two lead-in-wires, shall be one continuous piece of #14 AWG, 19 strand bare copper, IMSA 51-conforming to the requirements of ASTM B-3 as manufactured by Berkshire Electric Cable Company or approved equal. The loop cable shall be continuous within the roadway. The loop itself includes four turns of wire of a size, as specified in the contract. Do not twist lead-in-wires from one loop pair with another loop pair.

Embed loop and lead-in-wires in a 3/8-inch minimum width saw-cut in the pavement. Saw cut depth to the top layer of wire shall be at least two inches deep. The saw cut groove shall be air blown to remove debris before installing the loop cable. Fill the saw cut groove with approved epoxy sealer. Install Vehicle Detector Loops such that they are centered in the lane relative to the final lane stripping. Replace loops not centered in each lane relative to the final lane stripping at no additional cost to the State.

(c) EVC Controller Cabinet. The new EVC controller cabinet shall house all required communications and control equipment necessary to control the EVC System and to remotely communicate with the Department of Transportation, Highways Division, Planning Branch via modem.

The EVC controller cabinet shall consist of a ground-mounted cabinet similar to a CALTRANS Model 332 Controller Cabinet or approved equal capable of housing and mounting the data collection unit.

318 Each 332 Cabinet shall meet the following additional
319 requirements:

- 320 1. Cabinets fabricated from 0.125 anodized
321 Aluminum.
- 322
- 323
- 324 2. Cabinet's Main Breakers shall be rated as 50
325 amps.
- 326
- 327 3. Front and back fluorescent lights activated upon
328 opening any door.
- 329
- 330 4. Convenience GFI Receptacles.
- 331
- 332 5. Door locks of solid brass rim Best Lock Series
333 516RL3XA7559-606 including two keys.
- 334
- 335 6. Labeling by Silk-Screening only.
- 336
- 337 7. Attach one each 24 inch x 36 inch Cabinet Print in
338 a weatherproof plastic jacket to front and back cabinet
339 doors.
- 340
- 341 8. The cabinet shall be painted with an "anti-graffiti"
342 type paint in conformance with Section 708 - Paints of
343 the Standard Specifications.
- 344

345 Internal wiring shall be modified to meet the functional
346 needs of the EVC System.

347
348 **(d) Electrical Conductors** shall be as follows:

- 349
- 350 1. Type 1 Home-Run Cable Tie in Loop Detector
351 Stubs to the Cabinet. Polyethylene
352 insulated, Stranded-Tinned-Copper14
353 AWG; 2 Conductor Cable; Stranded
354 Tinned-Copper Drain Wire; Aluminum -
355 Polyester Shielded; Polyethylene
356 Jacketed; 600 Volts Rated; IMSA Spec.
357 50-2 Certified.
- 358
- 359 2. Type 2 Detector-Loop Cable for installation into
360 the roadway sawcut; 12 AWG Stranded
361 THHN; 600 Volts; inserted into a
362 Polyethylene Tube, 0.25 inch max.
363 diameter IMSA Spec 51-5 Certified.

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Cable inclusive in the Detector Loop Bid.

3. The remaining cables required for the installation of the EVC station shall be as required by the manufacturer's requirements and recommendations.

(e) **Excavation Warning Signs.** The Contractor shall furnish and install two warning signs and appropriate mountings on each side of the roadway adjacent to the sensor lead-in cable runs or as close as possible. Signs and mountings shall conform to the requirements of Section 750.01 (Signs) of the Standard Specifications and Standard Plan TE-01. Signs shall be a minimum of 12 inches by 18 inches. Sign text shall read as follows:
WARNING
BURIED TRAFFIC SIGNAL LINES
NOTIFY HWY-PLANNING BRANCH AT
(808) 587-6352 BEFORE DIGGING/EXCAVATION

The first line of text shall be a minimum of two inches in height. Subsequent lines of text shall be one inch in height. No border is necessary, but a margin of 1/4 inch shall be maintained. For the letters and background, use black and yellow paints, respectively. The first line of text shall be centered. Subsequent lines shall also be centered, however, the Contractor shall have the option to move the wording within these lines to allow for best fit. Furnishing warning signs, mountings, and installation shall be incidental to the Contract.

(B) **Other Materials.** Concrete shall conform to the requirements of Section 601 - Structural Concrete. Other materials shall meet the requirements specified in the following:

Trench Backfill Material	Subsection 703.21
Conduits	Subsection 712.27
Concrete Pull Box	Subsection 712.06(B)
Conductors and Cables	Subsection 770.06

410 **627.03 Construction Requirements.**

411

412 **(A) Equipment List and Drawings.** Submit the equipment list and
413 drawings to the Engineer for acceptance.

414

415 **(B) Excavation and Backfill.** Excavation and backfill shall conform to
416 Section 204 - Excavation and Backfill for Miscellaneous Facilities. Place
417 the material from the excavation to prevent damage and obstruction to
418 vehicular and pedestrian traffic and interference with surface drainage.

419

420 **(C) Installation.**

421

422 **(1)** Provide supervision for the EVC installation and testing of the
423 entire EVC system.

424

425 **(a)** Install piezo (EVC) sensors under supervision of EVC
426 system Contractor.

427

428 **(b)** Provide other work necessary such that the completed
429 sensors are ready for HDOT's use.

430

431 **(2) Vehicle Detectors.** Install vehicle inductive loops as ordered
432 by the Engineer and as required by the EVC system Contractor, or as
433 recommended by the manufacturer.

434

435 **(3) Conduits.** Conduits, if any, shall be direct burial and
436 concrete encased as shown in the contract. Conduits shall be PVC,
437 Schedule 80.

438

439 Install the ducts to drain towards either one or both pullboxes.
440 Conduits shall not drain towards the EVC Controller cabinet.

441

442 Intake directional changes in the conduits, such as bends and
443 changes to clear obstructions with curved segments using accepted
444 deflection couplings or with short lengths of straight ducts and
445 couplings. The deflection angle between two adjacent lengths of
446 ducts shall not exceed six degrees (6°). The bends shall not have a
447 radius of less than 12 times the nominal size of the conduit. The
448 Contractor may use factory-made ells.

449

450 Square and trim the ends after cutting to remove rough edges.
451 The connections shall be of the solvent weld type. Make the solvent
452 weld joints according to the conduit manufacturer's recommendations
453 and as accepted.

454

455 Seal the ends of the duct with plugs at the end of each day of
456 work, whenever problems interrupt the duct installation work and
457 whenever ducts are subject to submergence in water.

458
459 Keep the conduits clean during construction.

460
461 Use only hand shovels in compacting concrete encasements.
462 Cure the concrete for at least 72 hours before permitting vehicular
463 traffic to run over the concrete.

464
465 Provide each conduit run with a No. 10 gage flexible, zinc
466 coated pull wire extending through its entire length. Double an
467 additional two feet back into the conduit at each end of the run.
468 Conduits and sleeves entering pullboxes shall end flush in the wall
469 with ends ground smooth. Plug the conduits and sleeves temporarily.

470
471 Give the exterior portions of the direct burial steel conduits not
472 encased in concrete two coats of asphaltic base paint.

473
474 The entire length of a conduit run between pullboxes or
475 standards shall be of one type of material.

476
477 The completed duct lines shall be subject to a field test. Pass
478 a bullet-shaped test mandrel about 14 inches long with a diameter 0.5
479 inch less than the inside diameter of the ducts through the entire
480 length of each duct run. The Engineer will consider scouring found
481 on the mandrel deeper than one thirty-seconds inch an indication of
482 burrs and/or obstructions in the duct run. Normal abrasion between
483 the duct line and bottom of mandrel is not an indication of burrs and/or
484 obstructions in the duct run. Remove such burrs and/or
485 obstructions. Pass the test mandrel through again. Repeat the
486 process until the Contractor gets a satisfactory result.

487
488 **(D) Electrical Service.** Electric power shall be 120 volts, 60 cycles.
489 Install the service underground in a steel conduit of the size shown in the
490 contract from the local power company's pole to the controller.

491
492 Furnish and install service connections such as conduits, weatherhead,
493 wires and meter loop, and comply with the power company's requirement for
494 electrical service. The cost of service connections shall be the
495 responsibility of the contractor.

496
497 **(E) Inspection and Testing.**

498
499 **(1) Preliminary Arrangements.** The equipment shall be given
500 requisite factory tests as necessary to determine that the

501 workmanship and materials are free from defects and to establish that
502 the design and construction are satisfactory.

503
504 Arrange for and conduct shop tests of the equipment to
505 establish compliance of the contract documents and all applicable
506 codes and standards. Furnish certified reports showing the results
507 of all such tests. Test facilities shall be subject to prior inspection by
508 the Engineer. Notify the Engineer at least 21 calendar days before
509 the scheduled start of a test so that the Engineer may elect to witness
510 any or all such tests. Furnish protection of equipment to prevent
511 damage during the test period. All repair or replacement costs of
512 any item damaged as a result directly or indirectly of the test will be at
513 no cost to the State.
514

515 Unless otherwise noted in the contract documents, shop testing
516 and inspection of the components or the complete system shall be in
517 accordance with the Contractor's standard practice. Supply a list of
518 all Contractor's standard testing with the equipment submittal. The
519 Engineer shall not be charged for any of the preliminary testing.
520

521 **(2) Inspection.** The Engineer reserves the right to inspect all
522 material during fabrication and before shipment and shall have access
523 to the manufacturer's or Contractor's plant as required.
524

525 **(3) Tests.**

526
527 **(a)** After installation of piezo sensors, perform and furnish
528 written test results for each piezo sensor showing:
529

- 530 1) Resistance: The resistance should be at least
531 one MegaOhm.
532
- 533 2) Capacitance: The capacitance should range
534 from five to 20 nano Farads.
535
- 536 3) Dissipation Factor: The reading should be less
537 than 0.04.
538

539 Provide all testing equipment such as BK 875A or
540 equivalent LCR meter, Fluke 75 or higher/equivalent
541 multimeter, Megohmmeter, and Scope meter or oscilloscope for
542 the above tests.
543

544 **(b)** After the installation of the inductive loop detectors,
545 furnish written test results for each loop sensor showing:
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- 1) Induced voltage (V)
- 2) f = Frequency of Loop (KHz)
- 3) L = Inductance of Loop (μ H)
- 4) R = Resistance of Loop (Ohm)
- 5) Meg Test = Loop insulation resistance should be $> 100M$ ohm

Correct any defects discovered as a result of the Static tests at no additional cost to the State.

(4) Acceptance of EVC System.

(a) The EVC system shall not be accepted and payment shall not be made until the system has successfully met the required testing.

(b) Inspection. The Owner reserves the right to inspect all material during fabrication and before shipment and shall have access to the manufacturer's or Contractor's plant as required.

(5) Restoring Pavements and Other Improvements. Restore the existing pavements and other improvements disturbed by excavation to their original condition according to the contract. Materials used for restoration work shall meet specifications match thickness, texture, and color whenever applicable. The grades of the restored surfaces shall match the existing grades.

(6) Warranty. Materials and equipment installed for permanent construction shall be new. Use first-class material and equipment throughout the performance of the contract.

Secure from the manufacturer(s), a warranty or warranties guaranteeing equipment from defects in materials, design and workmanship for not less than 12 months from the date of acceptance.

When requiring adjustments or repairs during the warranty period, adjust or repair the existing unit within 24 hours from the time of notification.

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When requiring repairs that need factory corrections during the warranty period, replace the existing unit with an accepted temporary operational replacement unit within 24 hours from the time of notification until the Contractor can install the new unit. Install the new, identical non-defective unit within 30 days from the time of notification.

627.04 Measurement. The Engineer will measure the new Vehicular Counting and Classification System Sensor Replacement, if ordered by the Engineer, on a force account basis, in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

627.05 Basis of Payment. The Engineer will pay for the accepted Vehicular Counting and Classification System Sensor Replacement 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
Vehicular Counting and Classification System Sensor Replacement	Force Account"

END OF SECTION 627

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

2
3 Make the following amendments to said Section:

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

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

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

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

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

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

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

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

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

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Include the following in TCP and schedule:

- (1) Signs (type, size, designation, and placement).
 - (2) Traffic movements shown by arrows.
 - (3) Positions of flaggers and police officers.
 - (4) Barricades, cones, delineators, and additional traffic control devices and measures necessary for protection of work and public safety; and placement, spacing, distances, and reference points for traffic control devices.
 - (5) Layout, drawn to scale, of traffic control devices, including information needed to layout TCP.
 - (6) Brief description of work.
 - (7) Dates of work.
 - (8) Times of day affected.
 - (9) Proposed public information sign.
 - (10) Proposed news release.
 - (11) For lane closures indicate the max. length of roadway to be closed.
 - (12) For mobile operations such as rumble strip milling and striping, provide instruction details for warning sign and flagger deployment.
 - (13) Minimum lane width and offset distances to adjacent roadway elements (e.g., bridge railing, guardrail, portable concrete barrier, etc.)
 - (14) Eradicate conflicting pavement striping per Sec. 629.03(D) – Removal of Existing Pavement Markings. Eradication of existing markings by painting over them will not be allowed.
 - (15) If the work will affect a pedestrian or bike route, show an alternative route and provide appropriate warning signs.”
- (III) Amend **Subsection 645.03 (B) - Construction Signs** from line 162 to 169 by changing all references to “Construction Signs” to read “**Work Zone Signs**”.
- (IV) Amend **Subsection 645.03 (F) - Lane Closures** from line 253 to 270 to read as follows:

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“For the islands of Molokai and Lanai, no lane closures will be allowed during 24-hour periods as follows:

- (1) Day preceding Holidays (3:00 p.m. to Midnight).
- (2) Holidays (Midnight to Midnight).
- (3) Thanksgiving weekend (Thursday to Sunday).
- (4) Holiday period for Christmas and New Year (Two Weeks prior to Christmas and the week between Christmas and New Year).
- (5) Other dates of events indicated in the contract documents.”

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

“645.04 Measurement. The Engineer will measure Traffic Control and Electronic Message Boards per working day in accordance with the contract documents.

Traffic Control (Shoulder Closure) will be measured by the number of full shoulder closure installed and removed as required.

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

Traffic Control (Lane Closures) will be measured by the number of full lane closures installed and removed. A full lane closure is defined as closing one lane to traffic.

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

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

“645.05 Payment. The Engineer will pay for the accepted Traffic Control at the contract price per working day.

The payment for Traffic Control (Shoulder Closure) includes full compensation for renting/furnishing, installing, maintaining, relocating and removing

142 all signs, barricades, delineators, cones as required.

143

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

148

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

152

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

158

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

161

162 Pay Item	163 Pay Unit
164 Traffic Control (Shoulder Closure, per day 165 Unit Price not to Exceed \$4,000)(1-60 WD)	166 Working Day
167 Traffic Control (Flagging Operation for Contra-Flow, 168 per day Unit Price not to Exceed \$6,000)(1-60 WD)	169 Working Day
170 Traffic Control (Lane Closures, per lane, per day 171 Unit Price not to Exceed \$3,000)(1-60 WD)	172 Working Day
173 Electronic Message Board (each, per day 174 Unit Price not to Exceed \$1,500)(1-60 WD)	175 Working Day

176

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

185

186 Additional Police Officers, Additional Traffic Control
187 Devices, and Advertisement Force Account

188

189 An estimated amount for the force account may be allocated in the proposal
schedule, but the actual amount to be paid will be the sum shown on the accepted

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645-4a

8/22/24

190 force account records, whether this sum be more or less than the estimated amount
191 allocated in the proposal schedule. The Engineer will negotiate the force account
192 amounts for the respective pay items when each work order is issued.

193

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

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END OF SECTION 645

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SECTION 702 – BITUMINOUS MATERIALS

Make the following amendments to said Section:

(I) Amend **Subsection 702.01** by replacing lines 4 to 5 to read:

“702.01 Asphalt Cement.

(A) PG 64-16. Performance graded (PG) asphalt binder (neat or unmodified) shall conform to AASHTO M 320.

(B) PG 64E-22. Performance graded binder (polymer modified) shall conform to AASHTO M 332 and meet the following additional requirement:

AASHTO T 315 Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR). Phase angle on original binder shall be less than 77 degrees.

(C) Submittals. Submit, before usage, a Certificate of Compliance, accompanied by substantiating test data, showing conformance with Performance Graded Asphalt Binder Specification. The Engineer will not accept the PG binder without adequate documentation.”

(II) 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 703 - AGGREGATES

Make the following amendments to said Section:

(I) Amend **Subsection 703.11** by replacing subsection to read:

“703.11 Aggregate for Slurry Seal and Micro Surfacing. Aggregate for slurry seal and micro surfacing shall consist of crushed rock and shall be free of dirt, clay, and other deleterious material. Aggregate shall be nonplastic in accordance with AASHTO T 89 and AASHTO T 90 and shall not contain free water, which is defined as water that is free to move under influence of gravity.

Aggregate for slurry seal and micro surfacing shall conform to Table 703.11-1 – Slurry System Test Requirements and Table 703-11-2 – Slurry System Grading Requirements:

TABLE 703.11-1 – SLURRY SYSTEM TEST REQUIREMENTS			
Test	Method	Slurry Seal	Micro Surfacing
Sand Equivalent, min	AASHTO T 176	45	65
Magnesium Sulfate Soundness, max loss, %, 4 cycles ^c	AASHTO T 104	25	25
Los Angeles Abrasion, %, max ^c	AASHTO T 96	35	30 (a)
<p>Notes:</p> <p>(a) Perform tests on aggregate before crushing.</p> <p>(b) Do not use predominantly limestone or dolomite aggregate.</p> <p>(c) The abrasion and soundness test is to be run on the parent aggregate.</p>			

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TABLE 703.11-2 - SLURRY SYSTEM GRADING REQUIREMENTS				
Sieve Size	Percent Passing by Weight.325			Stockpile Tolerance (Percent)
	Type 1	Type 2	Type 3	
3/8 Inch	-	100	100	-
No. 4	100	90 - 100	70 - 90	± 5
No. 8	90 - 100	65 - 90	45 - 70	± 5
No. 16	65 - 90	45 - 70	28 - 50	± 5
No. 30	40 - 65	30 - 50	19 - 34	± 5
No. 50	25 - 42	18 - 30	12 - 25	± 4
No. 100	15 - 30	10 - 21	7 - 18	± 3
No. 200	10 - 20	5 - 15	5 - 15	± 2
Type 1 - Crack filling and fine seal. Type 2 - Medium seal. Type 3 - 1 st and/or 2 nd application, two-course seal.				

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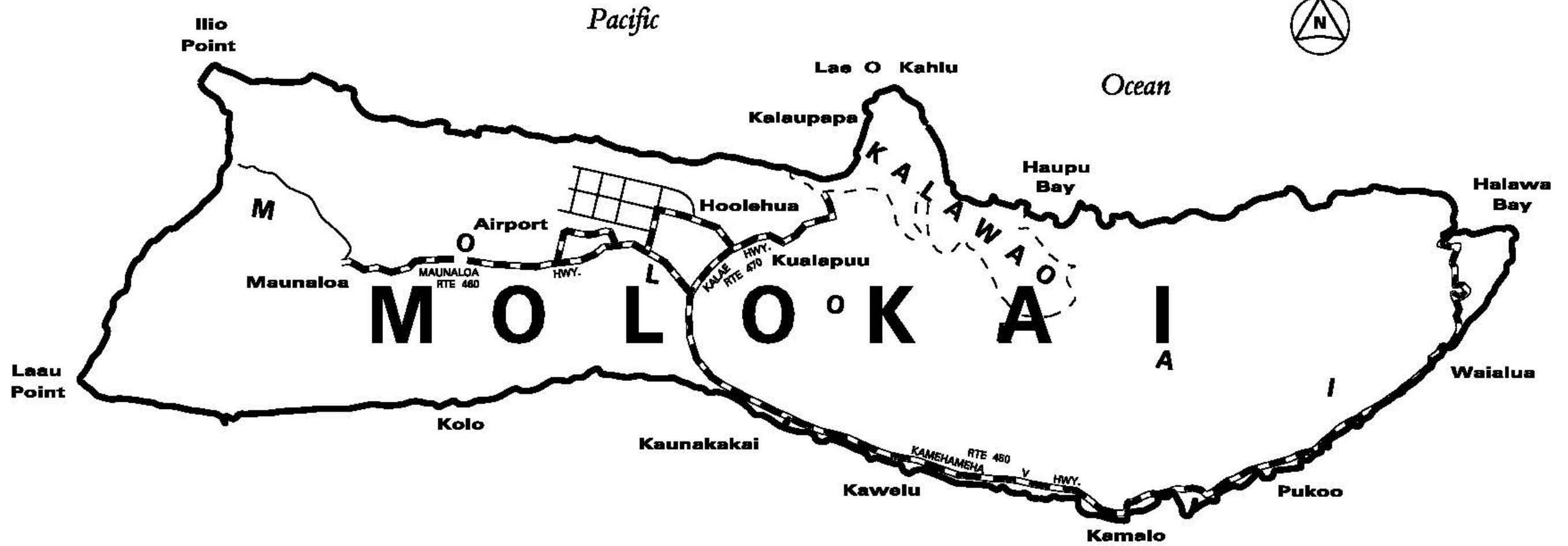
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END OF SECTION 703

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

--- State Highways



ISLAND OF MOLOKAI

AREA 1 – MOLOKAI

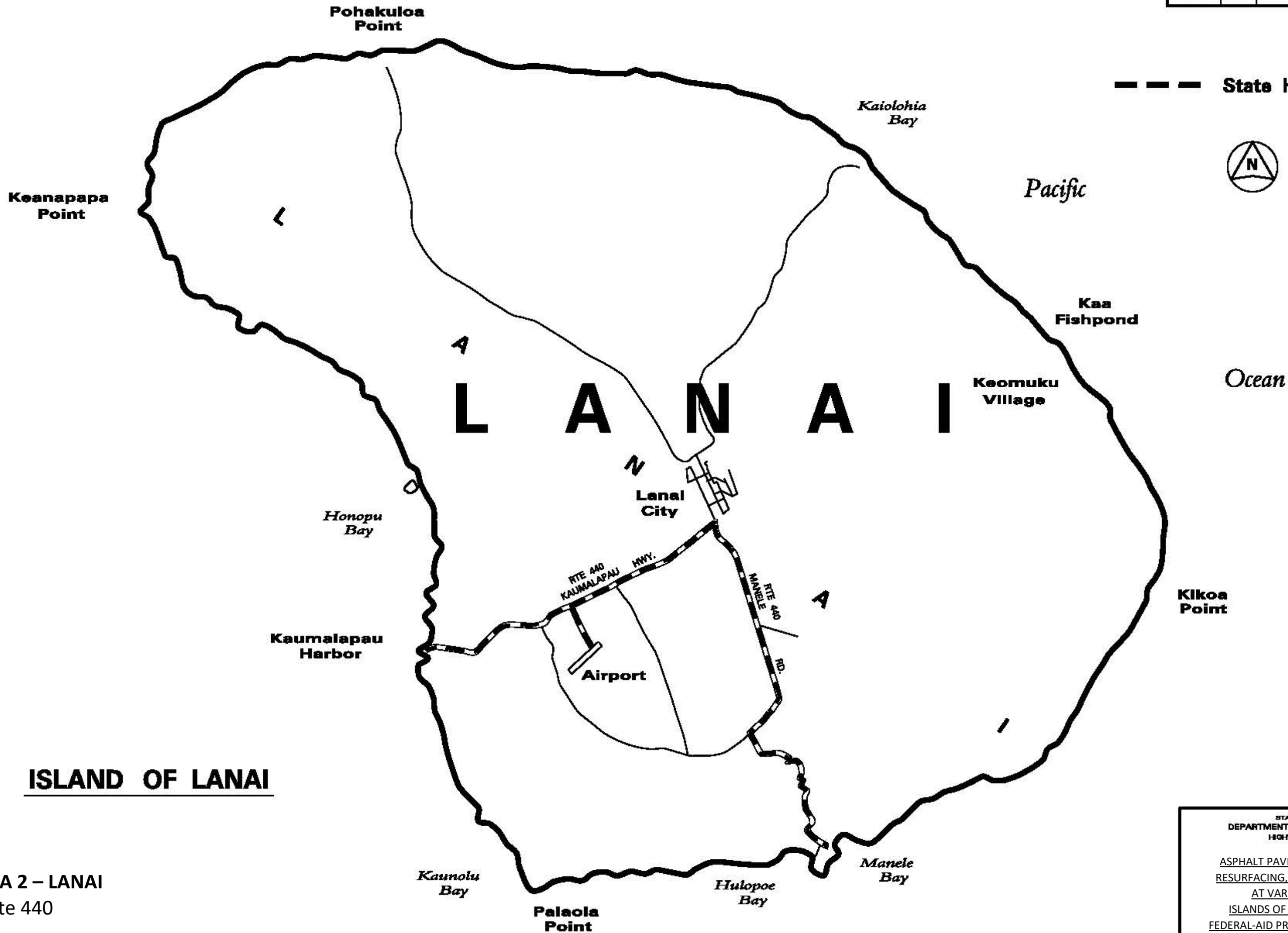
- Route 450
- Route 460
- Route 470
- Route 480

STATE OF HAWAII
 DEPARTMENT OF TRANSPORTATION
 HIGHWAYS DIVISION

ASPHALT PAVEMENT PRESERVATION,
 RESURFACING, AND RECONSTRUCTION
 AT VARIOUS LOCATIONS
 ISLANDS OF MOLOKAI AND LANAI
 FEDERAL-AID PROJECT NO. STP-0900(109)
 FIGURE 1

DESIGNED BY	DATE
DRAWN BY	
CHECKED BY	
APPROVED BY	
DATE	

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



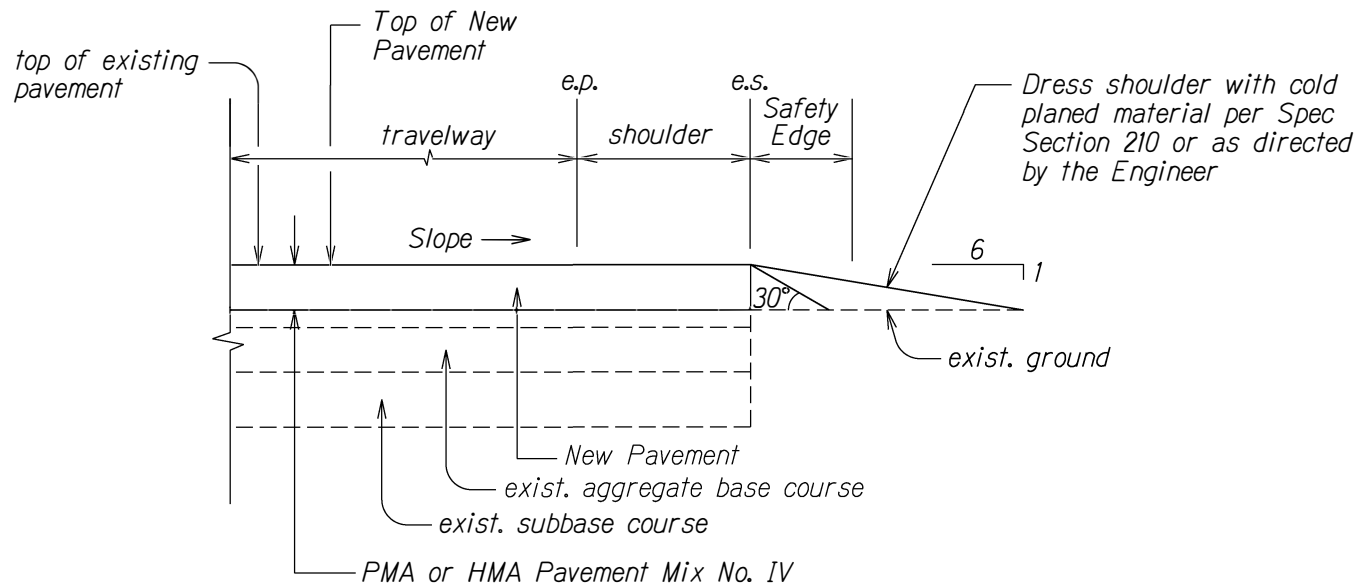
ISLAND OF LANAI

AREA 2 – LANAI
Route 440

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

ASPHALT PAVEMENT PRESERVATION,
RESURFACING, AND RECONSTRUCTION
AT VARIOUS LOCATIONS
ISLANDS OF MOLOKAI AND LANAI
FEDERAL-AID PROJECT NO. STP-0900(109)
FIGURE 2

DESIGNED BY	DATE
DRAWN BY	
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APPROVED BY	
DATE	



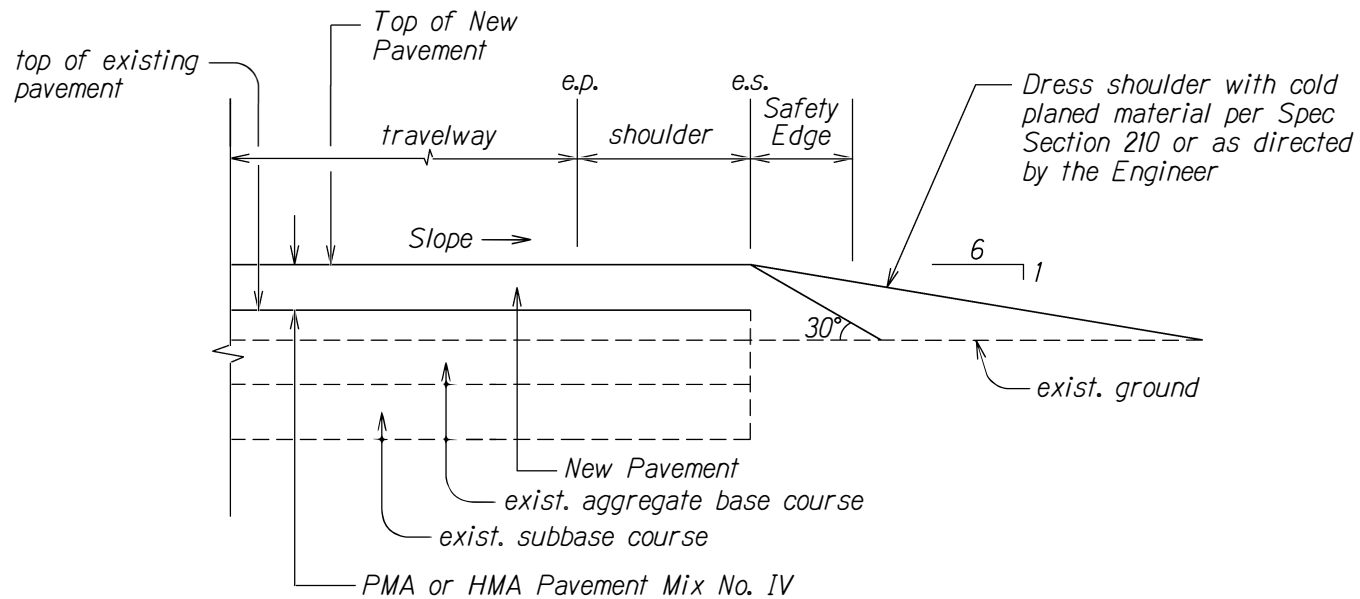
TYPICAL PAVEMENT SAFETY EDGE DETAIL (FOR COLD PLANING PROJECT)

Not To Scale

Note: Contractor shall mount a device directly on the paver screed extension to provide a 30° beveled shoulder edge. Installation of the Safety Edge and shoulder dressing shall be considered incidental to the various contract paving pay items.

STP-0900(109)

FIGURE - 4



TYPICAL PAVEMENT SAFETY EDGE DETAIL (FOR OVERLAYING PROJECT)

Not To Scale

Note: Contractor shall mount a device directly on the paver screed extension to provide a 30° beveled shoulder edge. Installation of the Safety Edge and shoulder dressing shall be considered incidental to the various contract paving pay items.

STP-0900(109)

FIGURE - 5

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

Superseded General Decision Number: HI20230001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	04/19/2024
4	05/17/2024
5	06/07/2024
6	07/19/2024
7	08/30/2024
8	09/06/2024

* ASBE0132-001 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.....	\$ 45.80	30.35

BOIL0627-005 01/01/2021

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

BRHI0001-001 09/05/2023

	Rates	Fringes
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BRICKLAYER		
Bricklayers and Stonemasons.....	\$ 48.03	32.23
Pointers, Caulkers and Weatherproofers.....	\$ 48.28	32.23

BRHI0001-002 09/05/2023

	Rates	Fringes
Tile, Marble & Terrazzo Worker		
Terrazzo Base Grinders.....	\$ 44.69	33.00
Terrazzo Floor Grinders and Tenders.....	\$ 43.14	33.00
Tile, Marble and Terrazzo Workers.....	\$ 46.50	33.00

CARP0745-001 10/01/2021

	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man.....	\$ 51.25	24.84
Millwrights and Machine Erectors.....	\$ 51.50	24.84
Power Saw Operators (2 h.p. and over).....	\$ 51.40	24.84

CARP0745-002 09/04/2023

	Rates	Fringes
Drywall and Acoustical Workers and Lathers.....	\$ 53.00	27.74

ELEC1186-001 08/25/2024

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 62.77	32.46
Electricians.....	\$ 55.55	32.25
Telecommunication worker....	\$ 40.00	15.50

ELEC1186-002 08/25/2024

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 62.77	32.46
Groundmen/Truck Drivers....	\$ 41.66	26.50
Heavy Equipment Operators...	\$ 50.00	29.90
Linemen.....	\$ 55.55	32.25
Telecommunication worker....	\$ 40.00	15.50

ELEV0126-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 70.90	37.885+a+b

a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

ENGI0003-002 09/03/2018

	Rates	Fringes
Diver (Aqua Lung) (Scuba))		
Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)...	\$ 66.00	31.26
Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)..	\$ 56.63	31.26
Stand-by Diver (Aqua Lung) (Scuba).....	\$ 47.25	31.26
Diver (Other than Aqua Lung)		
Diver (Other than Aqua Lung).....	\$ 66.00	31.26
Diver Tender (Other than Aqua Lung).....	\$ 44.22	31.26
Stand-by Diver (Other than Aqua Lung).....	\$ 47.25	31.26
Helicopter Work		
Airborne Hoist Operator for Helicopter.....	\$ 45.80	31.26
Co-Pilot of Helicopter.....	\$ 45.98	31.26
Pilot of Helicopter.....	\$ 46.11	31.26
Power equipment operator - tunnel work		
GROUP 1.....	\$ 42.24	31.26
GROUP 2.....	\$ 42.35	31.26

GROUP 3.....	\$ 42.52	31.26
GROUP 4.....	\$ 42.79	31.26
GROUP 5.....	\$ 43.10	31.26
GROUP 6.....	\$ 43.75	31.26
GROUP 7.....	\$ 44.07	31.26
GROUP 8.....	\$ 44.18	31.26
GROUP 9.....	\$ 44.29	31.26
GROUP 9A.....	\$ 44.52	31.26
GROUP 10.....	\$ 44.58	31.26
GROUP 10A.....	\$ 44.73	31.26
GROUP 11.....	\$ 44.88	31.26
GROUP 12.....	\$ 45.24	31.26
GROUP 12A.....	\$ 45.60	31.26
Power equipment operators:		
GROUP 1.....	\$ 41.94	31.26
GROUP 2.....	\$ 42.05	31.26
GROUP 3.....	\$ 42.22	31.26
GROUP 4.....	\$ 42.49	31.26
GROUP 5.....	\$ 42.80	31.26
GROUP 6.....	\$ 43.45	31.26
GROUP 7.....	\$ 43.77	31.26
GROUP 8.....	\$ 43.88	31.26
GROUP 9.....	\$ 43.99	31.26
GROUP 9A.....	\$ 44.22	31.26
GROUP 10.....	\$ 44.28	31.26
GROUP 10A.....	\$ 44.43	31.26
GROUP 11.....	\$ 44.58	31.26
GROUP 12.....	\$ 44.94	31.26
GROUP 12A.....	\$ 45.30	31.26
GROUP 13.....	\$ 42.22	31.26
GROUP 13A.....	\$ 42.49	31.26
GROUP 13B.....	\$ 42.80	31.26
GROUP 13C.....	\$ 43.45	31.26
GROUP 13D.....	\$ 43.77	31.26
GROUP 13E.....	\$ 43.88	31.26

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A" Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing);

Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds "struck" m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump

Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
Booms over 250 feet	1.75

ENGI0003-004 09/04/2017

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand.....	\$ 41.22	30.93
Boat Operator.....	\$ 43.43	30.93
Master Boat Operator.....	\$ 43.58	30.93
Dredging: (Clamshell or Dipper Dredging)		
GROUP 1.....	\$ 43.94	30.93
GROUP 2.....	\$ 43.28	30.93
GROUP 3.....	\$ 42.88	30.93
GROUP 4.....	\$ 41.22	30.93
Dredging: (Derricks)		
GROUP 1.....	\$ 43.94	30.93
GROUP 2.....	\$ 43.28	30.93
GROUP 3.....	\$ 42.88	30.93
GROUP 4.....	\$ 41.22	30.93
Dredging: (Hydraulic Suction Dredges)		
GROUP 1.....	\$ 43.58	30.93
GROUP 2.....	\$ 43.43	30.93
GROUP 3.....	\$ 43.28	30.93
GROUP 4.....	\$ 43.22	30.93
GROUP 5.....	\$ 37.88	26.76
Group 5.....	\$ 42.88	30.93
GROUP 6.....	\$ 37.77	26.76
Group 6.....	\$ 42.77	30.93
GROUP 7.....	\$ 36.22	26.76
Group 7.....	\$ 41.22	30.93

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

- GROUP 1: Clamshell or Dipper Operator.
- GROUP 2: Mechanic or Welder; Watch Engineer.
- GROUP 3: Barge Mate; Deckmate.
- GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

- GROUP 1: Leverman.
- GROUP 2: Watch Engineer (steam or electric).
- GROUP 3: Mechanic or Welder.
- GROUP 4: Dozer Operator.
- GROUP 5: Deckmate.
- GROUP 6: Winchman (Stern Winch on Dredge)
- GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

- GROUP 1: Operators (Derricks, Piledrivers and Cranes).
- GROUP 2: Saurman Type Dragline (over 5 cubic yards).
- GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
- GROUP 4: Deckhand, Fireman, Oiler.

ENGI0003-044 09/03/2018

Rates Fringes

Power Equipment Operators
(PAVING)

Asphalt Concrete Material		
Transfer.....	\$ 42.92	32.08
Asphalt Plant Operator.....	\$ 43.35	32.08
Asphalt Raker.....	\$ 41.96	32.08
Asphalt Spreader Operator...	\$ 43.44	32.08
Cold Planer.....	\$ 43.75	32.08
Combination Loader/Backhoe (over 3/4 cu.yd.).....	\$ 41.96	32.08
Combination Loader/Backhoe (up to 3/4 cu.yd.).....	\$ 40.98	32.08
Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals).....	\$ 42.92	32.08
Grader.....	\$ 43.75	32.08
Laborer, Hand Roller.....	\$ 41.46	32.08
Loader (2 1/2 cu. yds. and under).....	\$ 42.92	32.08
Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.).....	\$ 43.24	32.08
Roller Operator (five tons and under).....	\$ 41.69	32.08
Roller Operator (over five tons).....	\$ 43.12	32.08
Screed Person.....	\$ 42.92	32.08
Soil Stabilizer.....	\$ 43.75	32.08

IRON0625-001 09/01/2023

	Rates	Fringes
Ironworkers:.....	\$ 46.50	39.00
a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.		

* LABO0368-001 09/02/2024

	Rates	Fringes
Laborers:		
Driller.....	\$ 44.75	25.96
Final Clean Up.....	\$ 31.40	21.37
Gunite/Shotcrete Operator and High Scaler.....	\$ 42.25	25.96
Laborer I.....	\$ 41.75	25.96
Laborer II.....	\$ 39.15	25.96
Mason Tender/Hod Carrier...	\$ 42.25	25.96
Powderman.....	\$ 42.75	25.96
Window Washer (bosun chair)...	\$ 41.25	25.96

LABORERS CLASSIFICATIONS

Laborer I: Air Blasting run by electric or pneumatic compressor; Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggy; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site;

Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterpools, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettleman, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers'work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools,

breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, establishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unloading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettleman, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

 * LAB00368-002 09/03/2024

	Rates	Fringes
Landscape & Irrigation Laborers		
GROUP 1.....	\$ 28.40	17.15
GROUP 2.....	\$ 29.40	17.15
GROUP 3.....	\$ 23.00	17.15

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for

Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).:

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

LAB00368-003 09/05/2023

	Rates	Fringes
Underground Laborer		
GROUP 1.....	\$ 41.25	24.96
GROUP 2.....	\$ 42.75	24.96
GROUP 3.....	\$ 43.25	24.96
GROUP 4.....	\$ 44.25	24.96

GROUP 5.....	\$ 44.50	24.96
GROUP 6.....	\$ 44.60	24.96
GROUP 7.....	\$ 44.85	24.96

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 01/01/2024

	Rates	Fringes
Painters:		
Brush.....	\$ 41.65	30.05
Sandblaster; Spray.....	\$ 41.65	30.05

PAIN1889-001 07/01/2024

	Rates	Fringes
Glaziers.....	\$ 46.00	37.15

PAIN1926-001 03/05/2023

	Rates	Fringes
Soft Floor Layers.....	\$ 39.77	33.80

PAIN1944-001 01/07/2024

	Rates	Fringes
Taper.....	\$ 45.20	31.40

PLAS0630-001 09/04/2023

	Rates	Fringes
PLASTERER.....	\$ 46.12	34.53

PLAS0630-002 09/04/2023

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 44.12	33.63
Trowel Machine Operators....	\$ 44.27	33.63

PLUM0675-001 01/07/2024

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...	\$ 52.83	31.02

ROOF0221-001 11/06/2022

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply).....	\$ 43.15	21.21

SHEE0293-001 03/05/2023

	Rates	Fringes
Sheet metal worker.....	\$ 47.37	31.71

* SUHI1997-002 09/15/1997

	Rates	Fringes
Drapery Installer.....	\$ 13.60 **	1.20

	Rates	Fringes
FENCE ERECTOR (Chain Link Fence).....	\$ 9.33 **	1.65

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

P R O P O S A L

6/02/98

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

**PROJECT: ASPHALT PAVEMENT PRESERVATION,
RESURFACING, AND RECONSTRUCTION
AT VARIOUS LOCATIONS
ISLANDS OF MOLOKAI AND LANAI**

**FEDERAL-AID
PROJECT NO.: STP-0900(109)**

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

**DBE PROJECT GOAL: 0.6% - Area 1 – Molokai
1.3% - Area 2 – Lanai**

DESIGN PROJECT MANAGER:

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

ELECTRONIC SUBMITTAL:

Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Do not include confidential and/or proprietary documents with the proposal. See SPECIAL PROVISIONS 102.08 – PREPARATION AND DELIVERY OF BID for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e., an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.
4. It will not maintain for its employees any segregated facilities at any of its establishments.
5. Does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 1032D-323, Hawaii Revised Statutes.

2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.

5. Unless amended by Special Provision, agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.

6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: Hawaii Standard Specifications for Road and Bridge Construction, 2005, and/or the General Provisions for Construction Projects for AIR and WATER Transportation Facilities Division dated 2016, as applicable, the Notice to Bidders, Special Provisions, Proposal, Contract, Bond Forms, and Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of \$250,000.00 per Area, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ (Fill in other acceptable security)

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

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder has listed the name of each person or firm who will be engaged by the Bidder on the project as Subcontractor or Joint Contractor and the nature of work to be done by each on the following page. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor. For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

The undersigned Bidder asserts that affirmative action has been taken to seek out and consider Disadvantaged Business Enterprises (DBEs) for portions of the work which can be subcontracted, and the affirmative actions of the Bidder are fully documented in its records and are available upon request by the Department. It is also understood that it must meet or exceed the DBE contract goal listed on page P-1 or demonstrate that it made good faith efforts to meet the DBE project goal. The undersigned as Bidder, agrees to utilize each participating DBE that it submitted to meet the contract goal of:

_____ % - Area 1 – Molokai

_____ % - Area 2 – Lanai

(percentage to be completed by Bidder) DBE participation if the contract is awarded to it, and shall maintain such DBE participation during the construction of this project.

SUBCONTRACTOR LISTING FOR AREA 1
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
1.	_____	_____
	1a¹. _____	_____
2.	_____	_____
	2a. _____	_____
3.	_____	_____
	3a. _____	_____
4.	_____	_____
	4a. _____	_____
5.	_____	_____
	5a. _____	_____
6.	_____	_____
	6a. _____	_____
7.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Subcontractor or Joint Contractor.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING FOR AREA 1
 (Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
1.	_____	_____
	2a. _____	_____
2.	_____	_____
	3a. _____	_____
3.	_____	_____
	4a. _____	_____
4.	_____	_____
	5a. _____	_____
5.	_____	_____
	6a. _____	_____
6.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and subject to evaluation as a Subcontractor or Joint Contractor.

¹ Second tier subcontractors

SUBCONTRACTOR LISTING FOR AREA 2
 (Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
2.	_____	_____
	2a. _____	_____
3.	_____	_____
	3a. _____	_____
4.	_____	_____
	4a. _____	_____
5.	_____	_____
	5a. _____	_____
6.	_____	_____
	6a. _____	_____
7.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Subcontractor or Joint Contractor.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING FOR AREA 2
 (Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
1.	_____	_____
	2a. _____	_____
2.	_____	_____
	3a. _____	_____
3.	_____	_____
	4a. _____	_____
4.	_____	_____
	5a. _____	_____
5.	_____	_____
	6a. _____	_____
6.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and subject to evaluation as a Subcontractor or Joint Contractor.

¹ Second tier subcontractors

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

Bidder (Company Name)

Authorized Signature

Title

Business Address

Business Telephone

Email

Date

Contact Person (If different from above.)

Phone: _____ Email: _____

NOTE:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If Bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	F.A.	F.A.	F.A.	\$ 100,000.00
301.0601	6 Inch HMA Base Course (1,000-10,000 SY)	10,000	SY	\$	\$
301.0602	6 Inch HMA Base Course (10,001-100,000 SY)	100,000	SY	\$	\$
401.0201	2 Inch HMA Pavement, Mix No. IV (1,000-10,000 SY)	10,000	SY	\$	\$
401.0202	2 Inch HMA Pavement, Mix No. IV (10,001-100,000 SY)	100,000	SY	\$	\$
401.0203	2 Inch HMA Pavement, Mix No. IV (100,001-200,000 SY)	200,000	SY	\$	\$
401.3010	2-Lane Raised Crosswalk Installation, HMA Pavement, Mix No. IV (1-10 EA)	10	EA	\$	\$
401.4010	2-Lane Speed Table Installation, HMA Pavement, Mix No. IV (1-10 EA)	10	EA	\$	\$
401.5000	Pavement Smoothness Incentive	Allow	Allow	Allow	\$ 50,000.00
401.6000	Third-Party Profile Testing and Equipment	Allow	Allow	Allow	\$ 10,000.00
401.7000	Third-Party Dispute Resolution Profile Testing	Allow	Allow	Allow	\$ 5,000.00
401.8000	Overtime Labor Premium	F.A.	F.A.	F.A.	\$ 100,000.00
405.0101	Micro Surfacing (1,000-10,000 SY)	10,000	SY	\$	\$
405.0102	Micro Surfacing (10,001-100,000 SY)	100,000	SY	\$	\$
405.0103	Micro Surfacing (100,001-200,000 SY)	200,000	SY	\$	\$

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
408.0110	Crack Sealing - Less than 1/2"	150,000	LF	\$ _____	\$ _____
408.0120	Crack Sealing - 1/2" to 1"	150,000	LF	\$ _____	\$ _____
417.1000	Cut Cores in Existing Pavement (1-100 EA)	100	EA	\$ _____	\$ _____
417.1001	Cut Cores in Existing Pavement (101-250 EA)	250	EA	\$ _____	\$ _____
604.0100	Adjusting Manhole Cast Iron Frame and Cover (1-50 EA)	50	EA	\$ _____	\$ _____
613.0100	Reconstructing Centerline and Reference Survey Monuments (1-20 EA)	20	EA	\$ _____	\$ _____
613.0200	Adjusting Centerline and Reference Survey Monuments (1-20 EA)	20	EA	\$ _____	\$ _____
626.0100	Adjusting Standard Manhole and Valve Box Frames and Covers for Water and Sewer Systems (1-50 EA)	50	EA	\$ _____	\$ _____
627.0100	Vehicular Counting and Classification System Sensor Replacement	F.A.	F.A.	F.A.	\$ 100,000.00
645.0100	Traffic Control (Shoulder Closure, per day Unit Price not to exceed \$4,000)(1-60 WD)	60	WD	\$ _____	\$ _____
645.0200	Traffic Control (Flagging Operation for Contra-Flow, per day Unit Price not to exceed \$6,000)(1-60 WD)	60	WD	\$ _____	\$ _____
645.0300	Traffic Control (Lane Closures, per lane, per day Unit Price not to Exceed \$3,000)(1-60 WD)	60	WD	\$ _____	\$ _____
645.1000	Electronic Message Board (each, per day Unit Price not to Exceed \$1,500)(1-60 WD)	60	WD	\$ _____	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	F.A.	F.A.	F.A.	\$ 100,000.00

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
	a. Sum of All Items - Area 1 (Molokai)				\$ _____
<p>Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.</p>					

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	F.A.	F.A.	F.A.	\$ 100,000.00
301.0601	6 Inch HMA Base Course (1,000-10,000 SY)	10,000	SY	\$	\$
401.0201	2 Inch HMA Pavement, Mix No. IV (1,000-10,000 SY)	10,000	SY	\$	\$
401.0202	2 Inch HMA Pavement, Mix No. IV (10,001-100,000 SY)	100,000	SY	\$	\$
401.4010	2-Lane Speed Table Installation, HMA Pavement, Mix No. IV (1-4 EA)	4	EA	\$	\$
401.5000	Pavement Smoothness Incentive	Allow	Allow	Allow	\$ 50,000.00
401.6000	Third-Party Profile Testing and Equipment	Allow	Allow	Allow	\$ 10,000.00
401.7000	Third-Party Dispute Resolution Profile Testing	Allow	Allow	Allow	\$ 5,000.00
401.8000	Overtime Labor Premium	F.A.	F.A.	F.A.	\$ 100,000.00
417.1000	Cut Cores in Existing Pavement (1-20 EA)	20	EA	\$	\$
604.0100	Adjusting Manhole Cast Iron Frame and Cover (1-10 EA)	10	EA	\$	\$
613.0100	Reconstructing Centerline and Reference Survey Monuments (1-10 EA)	10	EA	\$	\$
613.0200	Adjusting Centerline and Reference Survey Monuments (1-10 EA)	10	EA	\$	\$
626.0100	Adjusting Standard Manhole and Valve Box Frames and Covers for Water and Sewer Systems (1-10 EA)	10	EA	\$	\$
627.0100	Vehicular Counting and Classification System Sensor Replacement	F.A.	F.A.	F.A.	\$ 100,000.00

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
645.0200	Traffic Control (Flagging Operation for Contra-Flow, per day Unit Price not to exceed \$6,000)(1-60 WD)	60	WD	\$ _____	\$ _____
645.1000	Electronic Message Board (each, per day Unit Price not to Exceed \$1,500)(1-60 WD)	60	WD	\$ _____	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	F.A.	F.A.	F.A.	\$ 100,000.00
<p>a. Sum of All Items - Area 2 (Lanai)</p> <p>Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.</p>					<p>\$ _____</p>

PROPOSAL SCHEDULE - SUMMARY

	ITEM DESCRIPTION			AMOUNT
	SUM OF ALL ITEMS - AREA 1 (Molokai)			\$ _____
	SUM OF ALL ITEMS - AREA 2 (Lanai)			\$ _____

1 **PROPOSAL SCHEDULE**

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

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

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

14
15 Notes:

- 16
17 1. Bid prices are for travel time, mileage and furnishing all labor, tools,
18 traffic controls, all applicable taxes, fees and equipment necessary
19 for all work shown and called for in accordance with the true intent
20 and meaning of the specifications.
21
22 2. Bidder may bid on any or all areas. To be considered, bidder must
23 submit a bid for all items within an area. Separate contracts will be
24 awarded for each area. If a bidder is determined the lowest bidder
25 for multiple areas, one combined contract will be awarded.
26
27 3. Any contract which is awarded shall be an open-ended contract since
28 the exact value of work to be performed during the contract period
29 cannot be determined beforehand. The unit price for each item of
30 work on any particular work order shall be that which corresponds to
31 the quantity of work for that item actually performed for each work
32 order.
33
34 4. The sum of all work and materials required to perform the required
35 repairs are issued on a "single work order." A single work order shall
36 be a work order submitted by the Engineer for work that can be
37 performed by the Contractor without relocating a distance of more
38 than 1 mile between any two adjacent repair locations.
39
40 5. The "Approx. Minimum and Maximum Quantity" on the proposal
41 schedule is for bidding purposes only, and this is no guarantee of the
42 quantity of work that will be issued.
43
44 6. Bids shall include all Federal, State, County and other applicable
45 taxes and fees.
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7. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
 8. **Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Do not include confidential and/or proprietary documents with the proposal.** The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HlePRO.**

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

If there is a conflict between the specification document and the HlePRO solicitation, the specifications shall govern and control, unless otherwise specified.
 9. The bidder is directed to Section 717 – Cullet and Cullet-Made Materials regarding recycling of waste glass.

SURETY BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS:

That we, _____
(Full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

(Name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

(Required amount of bid security)

Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for _____

(Project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____

(Seal) _____
Name of Principal (Offeror)

Signature

Title

(Seal) _____
Name of Surety

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SAMPLE FORMS

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Disclosure of Lobbying Activities (Standard Form - LLL and LLL-A)

Statement of Compliance (Form WH-348)

Chapter 104, HRS Compliance Certificate

C O N T R A C T

THIS AGREEMENT, made this day _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE_OF_INCORPORATON», whose business/post office address is «ADDRESS» hereinafter referred to as "CONTRACTOR",

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for

“«PROJECT_NAME_AND_NO»”,

or such a part thereof as shall be required by the STATE, the total amount of which labor, materials and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»----- DOLLARS

(\$«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC_NUMERIC»

which shall be provided from the following funds:

Federal Funds.....
State Funds.....
TOTAL AMOUNT.....

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT NO ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING DAYS», from the date indicated in the notice to proceed from the STATE, subject, however, to such extensions as may be provided for under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»-----DOLLARS (\$«BASIC NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA NUMERIC») is hereby provided for extra work and shall be provided from the following funds:

Federal Funds.....
State Funds.....
Total.....

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sum of ----«FEDERAL_BASIC»----DOLLARS (\$«FEDERAL_BASIC_NUMERIC») and ----«FEDERAL_EXTRAS»----DOLLARS (\$«FEDERAL_EXTRAS_NUMERIC»), a portion of the contract price and extras, respectively, shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

Signature

Print name

Print Title

Date

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

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

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Oblige to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Oblige in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

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

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

(State/County entity)

its successors and assigns, as Oblige, hereinafter called Oblige, in the amount

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

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

- Legal Tender;**

- Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____;

- Certificate of Deposit, No.** _____, dated _____
issued _____ by _____ drawn
on _____ a
bank, savings institution or credit union insured by the Federal Deposit Insurance
Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____;

- Cashier's Check No.** _____, dated _____
drawn _____ on
_____ a bank,
savings institution or credit union insured by the Federal Deposit Insurance Corporation
or the National Credit Union Administration, payable at sight or unconditionally
assigned to _____;

- Teller's Check No.** _____, dated _____
drawn _____ on
_____ a bank,
savings institution or credit union insured by the Federal Deposit Insurance Corporation
or the National Credit Union Administration, payable at sight or unconditionally
assigned to _____;

- Treasurer's Check No.** _____, dated _____
drawn _____ on
_____ a bank,
savings institution or credit union insured by the Federal Deposit Insurance Corporation
or the National Credit Union Administration, payable at sight or unconditionally
assigned to _____;

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

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

WHEREAS:

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

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

NOW THEREFORE,

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

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

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

Signed and sealed this _____ day of _____,

(Seal) _____
Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

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

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

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

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

- Legal Tender;**

- Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____

- Certificate of Deposit, No.** _____, dated _____
issued by _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Cashier's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Teller's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Treasurer's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

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

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

WHEREAS:

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

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

NOW THEREFORE,

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

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

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

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

Signed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, <i>if known</i> :
6. Federal Department/Agency:	7. Federal Program Name/Destination: CFDA Number, <i>if applicable</i> :	
8. Federal Action Number, <i>if known</i> :	9. Award Amount, <i>if known</i> : \$	
10. a. Name and address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (<i>check all that apply</i>): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees(s) or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal Agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) or Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by
0348-0046

Reporting Entity: _____ Page _____ of _____

STATEMENT OF COMPLIANCE

Date _____

I, _____ do hereby state:

(Name of signatory party) (Title)
(1) That I pay or supervise the payment of the persons employed by _____ on
(Contractor or subcontractor)
the _____; that during the payroll period commencing on the _____ day of _____,
(Building or work)
_____ and ending the _____ day of _____, all persons employed on said project have been paid the
full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
_____ from the full weekly wages earned by any person and that no deductions have
(Contractor or subcontractor)
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63
Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 2760), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborers or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-Referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate program for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARK	

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
 - A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
 - B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this _____ day of _____, 20__.

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____
Notary signature _____
Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

Notary signature _____
Date _____