



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

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

**FOR**

**INTERSTATE ROUTE H-1**

**SEISMIC RETROFIT**

**WAIALAE VIADUCT INBOUND AND OUTBOUND**

**FEDERAL-AID PROJECT NO. NH-H1-1(277)**

**DISTRICT OF HONOLULU**

**ISLAND OF OAHU**

**FY 2025**

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

The receiving of bids for **INTERSTATE ROUTE H-1 SEISMIC RETROFIT  
WAIALAE VIADUCT INBOUND AND OUTBOUND, DISTRICT OF HONOLULU,  
ISLAND OF OAHU, FEDERAL-AID PROJECT NO. NH-H1-1(277)**, 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.hawaii.gov/welcome.html>.

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

HIePRO OFFER DUE DATE & TIME is November 21, 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 installing fiber reinforced polymer systems at bent caps  
along the bridge and thickening pile caps and spread footings with an additional layer of  
reinforced concrete at select locations on the bridge. The estimated cost of construction is  
between \$5,000,000 and \$7,000,000.

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

A virtual pre-bid conference is scheduled for October 30, 2024, at 10:00 a.m., HST. Interested bidders shall contact Andrew Hirano, Project Manager, directly at [andrew.j.hirano@hawaii.gov](mailto:andrew.j.hirano@hawaii.gov), no later than five working days prior to the scheduled pre-bid conference to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend; however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HlePRO **no later than November 7, 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 HlePRO.

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

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

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

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

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

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

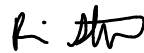
Bidders shall read the Disadvantaged Business Enterprise Requirements, included in this solicitation, which establishes the program requirements pursuant to Title 49, CFR, Part 26, and includes the requirements of certification, method of award, and evidence of good faith. All Bidders shall email Andrew Hirano, Project Manager, at [andrew.j.hirano@hawaii.gov](mailto:andrew.j.hirano@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 26, 2024, at 4:30 p.m., HST.** Failure to provide the respective documents shall be grounds for rejection of bid.

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

For additional information, contact Andrew Hirano, Project Manager, by phone at (808) 692-7546, or by email at [andrew.j.hirano@hawaii.gov](mailto:andrew.j.hirano@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.



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ROBIN K. SHISHIDO  
Deputy Director of Transportation for Highways

HIePRO RELEASE DATE: October 18, 2024

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Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement  
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## INSTRUCTIONS FOR CONTRACTOR'S LICENSING

"A" general engineering contractors and "B" general building contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area where the general contractor has no license. Although the "A" and "B" contractor may still bid on and act as the "prime" contractor on an "A" or "B" project (*See, HRS § 444-7 for the definitions of an "A" and "B" project.*), respectively, the "A" and "B" contractor may only perform work in the areas in which they have the appropriate contractor's license (*An "A" or "B" contractor obtains "C" specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32.*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of this project and determine the appropriate licenses that are required to complete the project.

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

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

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

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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)

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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.<sup>1</sup>

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.

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<sup>1</sup> 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:**<sup>2</sup>
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).

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<sup>2</sup> 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

<b>Project #:</b>	<b>County:</b>
<b>DBE Project Goal:</b>	<b>Prime Contractor:</b>

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	
<b>A/B = DBE contract goal</b>	

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.

<b>Project #:</b>	<b>County:</b>
<b>NAICS CODE/DESCRIPTION OF WORK:</b>	<b>SECONDARY NAICS CODE:</b>

\*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.

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

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.**

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

<b>Project #:</b>	<b>County:</b>
<b>NAICS CODE/DESCRIPTION OF WORK:</b>	<b>SECONDARY NAICS CODE:</b>

\*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.

<b>Estimated Beginning Date (Month/Year):</b>	<b>Estimated Completion Date (Month/Year):</b>
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<b>SUBCONTRACTOR:</b>	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
					\$	\$
					\$	\$
<b>TOTAL COMMITMENT AMOUNT</b>						\$

<b>MANUFACTURER:</b>	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
<b>TOTAL COMMITMENT AMOUNT</b>						\$

<b>SUPPLIER:</b>	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
<b>TOTAL COMMITMENT AMOUNT</b>						\$

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.**

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

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



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

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

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

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

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **10. Assurances Required:**

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

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

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

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



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

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

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

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

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

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

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

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

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto: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](mailto: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	<b>101.02</b>	
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 proposals 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, or joint venture, or  
462 other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii  
463 Revised Statutes, as amended, which enters into an agreement with the  
464 Contractor to perform a portion of the work.

465

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

468

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

472

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

476

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

481

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

485

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

487

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

491

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

494

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

497

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

500

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

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

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

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

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

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

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

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

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

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

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

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

553

554

555

556

**END OF SECTION 101**



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

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

5  
6 **102.01 Prequalification of Bidders.** Prospective bidders shall be capable of  
7 performing the work for which they are bidding.  
8

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

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

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

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

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

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

54 **102.03 (Unassigned).**  
55

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

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

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

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

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

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

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

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

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

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

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

- 99 (1) The nature and location of the work;  
100  
101 (2) The character, quality, and quantity of materials;  
102  
103 (3) The difficulties to be encountered; and  
104  
105 (4) The kind and amount of equipment and other facilities needed;  
106

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

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

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

- 125 (1) A unit price for each pay item with a quantity given;  
126  
127 (2) The products of the respective unit prices and quantities  
128  
129 (3) The lump sum amount; and  
130  
131 (4) The total amount of the proposal obtained by adding the amounts  
132 of the several items.  
133

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

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

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

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

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

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

- 160  
161 (1) The proposal is a form not furnished by the Department, altered, or  
162 detached;
- 163  
164 (2) The proposal contains unauthorized additions, conditions, or  
165 alternates. Also, the proposal contains irregularities that may tend to  
166 make the proposal incomplete, indefinite, or ambiguous to its meaning;
- 167  
168 (3) The bidder adds provisions reserving the right to accept or reject an  
169 award. Also, the bidder adds provisions into a contract before an award;
- 170  
171 (4) The proposal does not contain a unit price for each pay item listed  
172 except authorized optional pay items; and
- 173  
174 (5) Prices for some items are out of proportion to the prices for other  
175 items.
- 176  
177 (6) If in the opinion of the Director, the bidder and its listed  
178 subcontractors do not have the Contractor's licenses or combination of  
179 Contractor's licenses necessary to complete the work.
- 180

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

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

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

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

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

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

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

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

213  
214 (d) If bidder elects options (1) or (3) above for its bid security,  
215 said bid security shall be in its original form and shall be submitted  
216 before the bid deadline to the Contract Office, Department of  
217 Transportation, Aliiimoku Hale, 869 Punchbowl Street, Room 105,  
218 Honolulu, Hawaii 96813. Original surety bid bonds do not need to  
219 be submitted to the Contracts Office. Bidders are reminded that a  
220 copy of its surety bid bond shall be included with its bid submitted  
221 and uploaded to HlePRO.

222  
223 In accordance with HRS Chapter 103D-323, the above shall be in a sum  
224 not less than 5% of the amount bid.

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

235

236 FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE  
237 GROUND FOR REJECTION OF THE BID.

238

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

242

243 **102.10 Withdrawal or Revision of Proposals.** Bids may be modified or  
244 withdrawn prior to the bid opening date and time. Withdrawal or revision of  
245 proposal shall be completed, and submitted and uploaded to HlePRO prior to the  
246 bid opening date and time.

247

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

249

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

252

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

255

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

259

260 (3) Lack of proposal guaranty.

261

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

263

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

266

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

269

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

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

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

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

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

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

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

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

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

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

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

317

318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337

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

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

**102.17 Addenda.** Addenda issued shall become part of the contract documents. Addenda to the bid documents will be provided to all prospective bidders via 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. If  
9 a discrepancy occurs between the unit bid price and the bid price, the unit bid price  
10 shall govern.

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

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

20  
21 **103.02 Award of Contract.** The award of contract, if it be awarded, will be  
22 made within 60 calendar days after the opening of bids, to the lowest responsible  
23 and responsive bidder whose proposal complies with all the prescribed  
24 requirements. The Department may request the bidders to allow the Department  
25 to consider the bids for the issuance of an award beyond the 60-calendar day  
26 period. Agreement to such an extension must be made by a bidder in writing. Only  
27 bidders who have agreed to such an extension will be eligible for the award.

28  
29 **(1) Requirement for Award.** The Bidder, as proof of compliance  
30 with the requirements of section 103D-310(c), HRS, upon award 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 of  
40 Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service  
41 (IRS), subject to section 103D-328, HRS, current within six months of  
42 issuance date.

43  
44 FORM A6, TAX CLEARANCE CERTIFICATE, is available at the  
45 following website:  
46

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

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

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

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

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

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

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

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

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

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

85  
86 **(1)** Incorporated or organized under the laws of the State; or

87  
88 **(2)** Registered to do business in the State as a separate branch  
89 or division that is capable of fully performing under the contract.

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

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

95  
96 To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line  
97 Services at the following website:

98  
99 <http://cca.hawaii.gov/>

100  
101 The application for the Certificate of Good Standing is the  
102 responsibility of the bidder. Bidder shall submit directly to the DCCA. The  
103 approved certificate may then be submitted to the Department.

104  
105 **(D) Hawaii Compliance Express (HCE).** In lieu of the certificates  
106 referenced in subsection A, B, and C, the bidder may make available proof  
107 of compliance through a state procurement office designated certification  
108 process.

109  
110 **103.03 Cancellation of Award.** The Department reserves the right to cancel  
111 the award of contracts before the execution of said contract by the parties. There  
112 will be no liability to the awardee and to other bidders.

113 **103.04 Return of Proposal Guaranty.** The Department will return the proposal  
114 guaranties, except those of the three lowest bidders, after the Department checks  
115 the proposals. The Department will return the proposal guaranties of the remaining  
116 two lowest bidders, not awarded the contract, within five working days following  
117 the execution of the contract. The Department will return the successful bidder's  
118 proposal guaranty after the successful bidder furnishes a bond and executes the  
119 contract.

120  
121 **103.05 Requirement of Contract Bond.** At the time of execution of the  
122 contract, the successful bidder shall file a good and sufficient performance bond  
123 and a payment bond on the forms furnished by the Department conditioned for the  
124 full and faithful performance of the contract in accordance with the terms and intent  
125 thereof and for the prompt payment to all others for all labor and material furnished  
126 by them to the bidder and used in the prosecution of the work provided for in the  
127 contract. The bonds shall be of an amount equal to 100 percent of the amount of  
128 the contract price and include 5 percent of the contract amount estimated to be  
129 required for extra work. The bidder shall limit the acceptable performance and  
130 payment bonds 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

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

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

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

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

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

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

**END OF SECTION 103**

1 **SECTION 104 – SCOPE OF WORK**

2  
3 Make the following amendment to said Section:

4  
5 **(I)** Amend **104.09 Maintenance of Traffic** from lines 240 to 241 with the  
6 following:

7  
8 **“(3)** Construct and maintain all necessary accesses such as  
9 accesses to parking lots, garages, business, residences, farms,  
10 easements, and facilities.

11  
12 **(4)** Coordinate roadway improvements with the Department of  
13 Transportation Services – Transportation Mobility Division to  
14 ensure bus stops are functional.”

15  
16 **(II)** Amend **104.11 Utilities and Services** to include the following:

17  
18 **“(D) Maintenance of Access to Utility Easements and Facilities.**  
19 Contractor shall maintain access to all existing utility easements  
20 and facilities, for maintenance by corresponding.”

21  
22 **(III)** Amend Section 104 – Scope of Work to add the following:

23  
24 **“104.13 Contractor’s Duty to Protect Native Wildlife.** The Contractor  
25 shall:

26  
27 **(A)** Avoid and minimize potential project impacts to Hawaiian  
28 seabirds by implementing the following:

- 29  
30 • Not conduct night work during seabird fledgling season between  
31 September 15 and December 15. All outdoor lights will be used  
32 only when necessary and shall be fully shielded and downward  
33 facing, such that the bulb can only be seen from below. If  
34 seabirds are seen circling around the area, lights shall be turned  
35 off.

36  
37 **(B)** Avoid and minimize potential project impacts to Hawaiian  
38 waterbirds by implementing the following:

- 39 s
- 40 • In areas where waterbirds are known to be present, reduced
  - 41 speed limits will be posted and implemented; project personnel
  - 42 and contractors will be informed about the presence of
  - 43 endangered species on-site.
  - 44 • If a nest or active brood is found:
    - 45 ○ The Fish and Wildlife Service will be contacted within 48
    - 46 hours for further guidance.
    - 47 ○ A 100-foot buffer will be established and maintained

48 around all active nests and/or broods until the  
49 chicks/ducklings have fledged. No potentially disruptive  
50 activities or habitat alteration will be conducted within this  
51 buffer.  
52 ○ Have a biological monitor that is familiar with the species'  
53 biology present on the project site during all construction  
54 or earth moving activities until the chicks/ducklings fledge  
55 to ensure that Hawaiian waterbirds and nests are not  
56 adversely impacted.

57  
58 **(C)** Avoid and minimize potential project impacts to the  
59 endangered 'ōpe'ape'a by implementing the following:

- 60  
61 • Woody plants greater than 15 feet tall will not be disturbed,  
62 removed, or trimmed during the birthing and pup rearing season  
63 for 'ōpe'ape'a, June 1 through September 15.  
64 • Barbed wire fencing will not be used at any time during the  
65 project.

66  
67 **(D)** Minimize the movement of plant or soil material between  
68 worksites to prevent potential spread of detrimental fungal  
69 pathogens (e.g., Rapid 'Ōhi'a Death), vertebrate and invertebrate  
70 pests (e.g., Little Fire Ants, Coconut Rhinoceros Beetles, etc.), or  
71 invasive plant parts (e.g., Miconia, Pampas Grass, etc.) that could  
72 harm native species and ecosystems. All equipment, materials, and  
73 personnel should be cleaned of excess soil and debris prior to  
74 leaving the project site to minimize the risk of spreading invasive  
75 species."

76  
77  
78 **(IV)** Amend **Section 104.11(B) Contractor's Duty to Locate and Protect**  
79 **Utility** by adding the following after line 291:

80  
81 **"(4)** The Contractor shall contact the Hawaii One Call Center at 811 prior  
82 to any execution in a public right of way or on private property."  
83

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

85  
86 **"104.06 Methods of Price Adjustment.** Any adjustment in the contract price  
87 pursuant to a change or claim shall be made in one or more of the following  
88 ways:

89  
90 **(1)** By written agreement on a fixed price adjustment before  
91 commencement of the pertinent performance.  
92

- 93           **(2)** By unit prices or other price adjustments specified in the contract or  
94 subsequently agreed upon before commencement of the pertinent  
95 performance.  
96
- 97           **(3)** The Engineer may base the adjustment for a lump sum item on a  
98 calculated proportionate unit price. The Engineer will calculate the  
99 proportionate unit price by dividing the original contract lump sum price by  
100 the actual or original estimated quantity established by the contract  
101 documents.  
102
- 103           **(4)** In any other lawful manner as the parties may mutually agree upon  
104 before commencement of the pertinent performance.  
105
- 106           **(5)** At the sole option of the Engineer, work may be paid for on a force  
107 account basis in accordance with Subsection 109.06 - Force Account  
108 Provisions and Compensation.  
109
- 110           **(6)** By the cost variations attributable to the events or situations with  
111 adjustment of profit and fee, all as specified in the contract or  
112 subsequently agreed upon before commencement of the pertinent  
113 performance.  
114
- 115           **(7)** In the absence of agreement by the parties:  
116
- 117                   **(A)** For change orders with value not exceeding \$50,000 by  
118 documented actual costs of the work, allowing for overhead and  
119 profit as set forth in Section 109.05 - Allowances for Overhead and  
120 Profit. A change order shall be issued within fifteen days of  
121 submission by the contractor of proper documentation of completed  
122 force account work, whether periodic (conforming to the applicable  
123 billing cycle) or final. The Engineer shall return any  
124 documentation that is defective, to the contractor within fifteen days  
125 after receipt, with a statement identifying the defect; or  
126
- 127                   **(B)** For change orders with value exceeding \$50,000 by a  
128 unilateral determination by the Engineer of the costs attributable to  
129 the events or situations with adjustment of profit and fee, all as  
130 computed by the Engineer in accordance with applicable sections  
131 of HAR Chapters 3-123 and 3-126, and Section 109.05 -  
132 Allowances for Overhead and Profit. When a unilateral  
133 determination has been made, a unilateral change order shall be  
134 issued within ten days. Upon receipt of the unilateral change  
135 order, if the contractor does not agree with any of the terms or  
136 conditions, or the adjustment or nonadjustment of the contract time  
137 or contract price, the contractor shall file a notice of intent to claim  
138 within thirty days after the receipt of the written unilateral change  
139 order. Failure to file a protest within the time specified shall

140 constitute agreement on the part of the contractor with the terms,  
141 conditions, amounts, and adjustment or nonadjustment of the  
142 contract time or the contract price set forth in the unilateral change  
143 order.  
144

145 A contractor shall be required to submit cost or pricing data if any  
146 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,  
147 Subchapter 15. A fully executed change order or other document permitting  
148 billing for the adjustment in price under any method listed in Subsections  
149 104.06(1) through 104.06(7) shall be issued within ten days after agreement on  
150 the method of adjustment."  
151  
152  
153  
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157

**END OF SECTION 104**



1 Make the following amendment to said Section:  
2

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

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

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

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

15 **106.14 Construction Materials.**  
16

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

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

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

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

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

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

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

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

**END OF SECTION 106**

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

2  
3       Make the following amendments to said Section:

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

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

16  
17           The Certificate of Insurance shall contain: a clause that it is agreed  
18      that any insurance maintained by the State of Hawaii will apply in excess  
19      of, and not contribute with, insurance provided by this policy; and shall be  
20      accompanied by endorsement form CG2010 or equivalent naming the  
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 not more 30 calendar days after the contract certification date. The  
8 Engineer may suspend the contract before issuing the Notice To Proceed, in  
9 which case the Contractor’s remedies are exclusively those set forth in Subsection  
10 108.10 – Suspension of Work.  
11

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

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

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

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

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

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

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

## 108.03

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

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

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

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

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

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

106  
107 **108.05 Contract Time.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

288 **108.06 Progress Schedules.**

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

295  
296 Schedule submittals shall be as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

371  
372 **(b)** Additional reports and graphics available from the  
373 software as requested by the Engineer.  
374

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

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

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

389 **(f)** Latest start and finish dates for critical path activities.  
390

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

394 **(h)** No individual activity shall have duration of more than  
395 20 calendar days unless requested and approved by the  
396 Engineer.  
397

398 **(i)** All activities shall have work breakdown structure  
399 codes and activity codes. The activity codes shall have  
400 coding that incorporates information for phase, location, who  
401 is responsible for doing work and type of operation and  
402 activity description.  
403

404 (j) Incorporate all physical access and availability  
405 restraints.

406

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

409

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

432

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

436

437 (1) Four sets of the TSLD schedule.

438

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

441

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

446

447 (4) An anticipated manpower requirement graph plotting contract  
448 time and total manpower requirement. This may be superimposed  
449 over the payment graph.

450

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

- 455
- 456 (a) Has a duration longer than five days.
  - 457
  - 458 (b) Is a milestone activity.
  - 459
  - 460 (c) Is a contract item that exceeds \$10,000 on the contract  
 461 cost proposal.
  - 462
  - 463 (d) Is a critical path activity.
  - 464
  - 465 (e) Is an activity designated as such by the Engineer.
  - 466

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

- 469
- 470 (a) Quantity, type, make, and model of equipment.
  - 471
  - 472 (b) The manpower to do the work, specifying worker  
 473 classification.
  - 474
  - 475 (c) The production rate per eight-hour day, or the working  
 476 hours established by the contract documents needed to meet  
 477 the time indicated on the schedule. If the production rate is  
 478 not for eight hours, the number of working hours shall be  
 479 indicated.
  - 480
  - 481 (6) Two sets of color time-scaled project evaluation and review  
 482 technique charts ("PERT") using the activity box template of Logic –  
 483 Early Start or such other template designated by the Engineer.
  - 484

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

487

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



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497 all new activities and any changes in duration or start or finish dates of any  
498 activity.  
499

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

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

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

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

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

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

**108.10**

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

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

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

559 **108.07 Weekly Meeting.** In addition to the bi-weekly schedule meetings, the  
560 Contractor shall be available to meet once a week with the Engineer at the time  
561 and place as determined by the Engineer to discuss the work and its progress  
562 including but not limited to, the progress of the project, potential problems,  
563 coordination of work, submittals, erosion control reports, etc. The Contractor's  
564 personnel attending shall have the authority to make decisions and answer  
565 questions.  
566

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

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

578 **(b)** The duration of all events and delays.  
579

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

**108.08**

584 (d) Critical submittals and requests for information (RFI's).  
585

586 (e) The project title, project number, date created, period the schedule  
587 covers, Contractor's name and creator of the schedule on each page.  
588

589 Two days prior to each weekly meeting, the Contractor shall submit a  
590 list of outstanding submittals, RFIs and issues that require discussion.  
591

592 **108.08 Liquidated Damages for Failure to Complete the Work or Portions**  
593 **of the Work on Time.** The actual amount of damages resulting from the  
594 Contractor's failure to complete the contract in a timely manner is difficult to  
595 accurately determine. Therefore, the amount of such damages shall be liquidated  
596 damages as set forth herein and in the special provisions. The State may, at its  
597 discretion, deduct the amount from monies due or that may become due under the  
598 contract.  
599

600 When the Contractor fails to reach substantial completion of the work for  
601 which liquidated damages are specified, within the time or times fixed in the  
602 contract or any extension thereof, in addition to all other remedies for breach that  
603 may be available to the State, the Contractor shall pay liquidated damages to the  
604 State, in the amount of \$ 4,500 per working day.  
605

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

611 (B) **Liquidated Damages for Failure to Complete the Punchlist.** The  
612 Contractor shall complete the work on any punchlist created after the pre-  
613 final inspection, within the contract time or any extension thereof.  
614

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

622 (1) Notice from the Contractor that the project is substantially  
623 complete and the time the punchlist is delivered to the Contractor.  
624

625 (2) The date of the completion of punchlist as determined by the  
626 Engineer and the date of the successful final inspection, and  
627

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

631  
632 **(C) Actual Damages Recoverable If Liquidated Damages Deemed**  
633 **Unenforceable.** In the event a court of competent jurisdiction holds that  
634 any liquidated damages assessed pursuant to this contract are  
635 unenforceable, the State will be entitled to recover its actual damages for  
636 Contractor's failure to complete the work, or any designated portion of the  
637 work within the time set by the contract.

638  
639 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In  
640 addition to all other remedies available to the State for Contractor's breach of the  
641 terms of the contract, the Engineer will assess the rental fees in the amount of  
642 \$500 for every one-to fifteen-minute increment for each roadway lane closed to  
643 public use or occupied beyond the time periods authorized in the contract or by the  
644 Engineer. The maximum amount assessed per day shall be \$5,000. The State  
645 may, at its discretion, deduct the amount from monies due or that may become  
646 due under the contract. The rental fee may be waived in whole or part if the  
647 Engineer determines that the unauthorized period of lane closure or occupancy  
648 was due to factors beyond the control of the Contractor. Equipment breakdown is  
649 not a cause to waive liquidated damages.

650  
651 **108.10 Suspension of Work.**

652  
653 **(A) Suspension of Work.** The Engineer may, by written order, suspend  
654 the performance of the work, either in whole or in part, for such periods as  
655 the Engineer may deem necessary, for any cause, including but not limited  
656 to:

657  
658 (1) Weather or soil conditions considered unsuitable for  
659 prosecution of the work.

660  
661 (2) Whenever a redesign that may affect the work is deemed  
662 necessary by the Engineer.

663  
664 (3) Unacceptable noise or dust arising from the construction even  
665 if it does not violate any law or regulation.

666  
667 (4) Failure on the part of the Contractor to:

668  
669 (a) Correct conditions unsafe for the general public or for  
670 the workers.

671  
672 (b) Carry out orders given by the Engineer.

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

675  
676 (d) Provide adequate supervision on the jobsite.  
677 (5) The convenience of the State.

678  
679 (B) **Partial and Total Suspension.** Suspension of work on some but  
680 not all items of work shall be considered a “partial suspension”.  
681 Suspension of work on all items shall be considered “total suspension”.  
682 The period of suspension shall be computed from the date set out in the  
683 written order for work to cease until the date of the order for work to  
684 resume.

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

699  
700 (D) **Cost Adjustment.** If the performance of all or part of the work is  
701 suspended for reasons beyond the control of the Contractor except an  
702 adjustment shall be made for any increase in cost of performance of this  
703 contract (excluding profit) necessarily caused by such suspension, and the  
704 contract modified in writing accordingly.

705  
706 However, no adjustment to the contract price shall be made for any  
707 suspension, delay, or interruption:

708  
709 (1) For weather related conditions.

710  
711 (2) To the extent that performance would have been so  
712 suspended, delayed, or interrupted by any other cause, including the  
713 fault or negligence of the Contractor.

714  
715 (3) Or, for which an adjustment is provided for or excluded under  
716 any other provision of this Contract.

717

718 **(E) Claims for Adjustment.** Any adjustment in contract price made  
 719 shall be determined in accordance with Subsections 104.02 – Changes and  
 720 104.06 – Methods of Price Adjustment.  
 721

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

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

738 **108.11 Termination of Contract for Cause.**  
 739

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

758 **(B) Additional Rights and Remedies.** The rights and remedies of the  
 759 State provided in this contract are in addition to any other rights and  
 760 remedies provided by law.  
 761

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

**108.12**

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

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

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

785 **108.12 Termination For Convenience.**  
786

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

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

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

- 808 (1) Any completed work.  
809
- 810 (2) Any partially completed construction, goods, materials, parts,  
811 tools, dies, jigs, fixtures, drawings, information, and contract rights  
812 (hereinafter called "construction material") that the Contractor has  
813 specifically produced or specially acquired for the performance of the  
814 terminated part of this contract.  
815
- 816 (3) The Contractor shall protect and preserve all property in the  
817 possession of the Contractor in which the State has an interest. If  
818 the Engineer does not elect to retain any such property, the  
819 Contractor shall use its best efforts to sell such property and  
820 construction materials for the State's account in accordance with the  
821 standards of HRS Chapter 490:2-706.  
822
- 823 **(D) Compensation.**  
824
- 825 (1) The Contractor shall submit a termination claim specifying the  
826 amounts due because of the termination for convenience together  
827 with cost or pricing data, submitted to the extent required by HAR  
828 Subchapter 15, Chapter 3-122. If the Contractor fails to file a  
829 termination claim within one year from the effective date of  
830 termination, the Engineer may pay the Contractor, if at all, an amount  
831 set in accordance with Subsection 108.12(D)(3).  
832
- 833 (2) The Engineer and the Contractor may agree to a settlement  
834 provided the Contractor has filed a termination claim supported by  
835 cost or pricing data submitted as required and that the settlement  
836 does not exceed the total contract price plus settlement costs  
837 reduced by payments previously made by the State, the proceeds of  
838 any sales of construction, supplies, and construction materials under  
839 Subsection 108.12(C)(3), and the proportionate contract price of the  
840 work not terminated.  
841
- 842 (3) Absent complete agreement, the Engineer will pay the  
843 Contractor the following amounts less any payments previously  
844 made under the contract:  
845
- 846 (a) The cost of all contract work performed prior to the  
847 effective date of the notice of termination work plus a 5  
848 percent markup on the actual direct costs, including amounts  
849 paid to subcontractor, less amounts paid or to be paid for  
850 completed portions of such work; provided, however, that if it  
851 appears that the Contractor would have sustained a loss if the  
852 entire contract would have been completed, no markup shall  
853 be allowed or included and the amount of compensation shall



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

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

863  
864 **(c)** The total sum to be paid the Contractor shall not  
865 exceed the total contract price reduced by the amount of any  
866 sales of construction supplies, and construction materials.

867  
868 **(4)** Cost claimed, agreed to, or established by the State shall be  
869 in accordance with HAR Chapter 3-123.

870  
871 **108.13 Pre-Final and Final Inspections.**

872  
873 **(A) Inspection Requirements.** Before the Engineer undertakes a final  
874 inspection of any work, a pre-final inspection must first be conducted. The  
875 Contractor shall notify the Engineer that the work has reached substantial  
876 completion and is ready for pre-final inspection.

877  
878 **(B) Pre-Final Inspection.** Before notifying the Engineer that the work  
879 has reached substantial completion, the Contractor shall inspect the project  
880 and test all installed items with all of its subcontractors as appropriate. The  
881 Contractor shall also submit the following documents as applicable to the  
882 work:

883  
884 **(1)** All written guarantees required by the contract.

885  
886 **(2)** Two accepted final field-posted drawings as specified in  
887 Section 648 – Field-Posted Drawings;

888  
889 **(3)** Complete weekly certified payroll records for the Contractor  
890 and Subcontractors.

891  
892 **(4)** Certificate of Plumbing and Electrical Inspection.

893  
894 **(5)** Certificate of building occupancy as required.

895  
896 **(6)** Certificate of Soil and Wood Treatments.

897  
898 **(7)** Certificate of Water System Chlorination.

899

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

902  
903                   (9) Maintenance Service Contract and two copies of a list of all  
904                   equipment installed.

905  
906                   (10) Current Tax clearance. The contractor will be required to  
907                   submit an additional tax clearance certificate when the final payment  
908                   is made.

909  
910                   (11) And any other final items and submittals required by the  
911                   contract documents.

912  
913                   **(C) Procedure.** When in compliance with the above requirements, the  
914                   Contractor shall notify the Engineer in writing that the project has reached  
915                   substantial completion and is ready for pre-final inspection.

916  
917                   The Engineer will then make a preliminary determination as to  
918                   whether or not the project is substantially complete and ready for pre-final  
919                   inspection. The Engineer may, in writing, postpone until after the pre-final  
920                   inspection the Contractor's submittal of any of the items listed in Subsection  
921                   108.13(B) – Pre-Final Inspection, herein, if in the Engineer's discretion it is  
922                   in the interest of the State to do so.

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

932  
933                   After the Engineer is satisfied that the project appears substantially  
934                   complete a final inspection shall be scheduled within ten working days after  
935                   receipt of the Contractor's latest letter of notification that the project is ready  
936                   for final inspection.

937  
938                   If, as a result of the pre-final inspection, the Engineer determines the  
939                   work is not substantially complete, the Engineer will inform the Contractor in  
940                   writing as to specific deficiencies which must be corrected before the work  
941                   will be ready for another pre-final inspection. If the Engineer finds the work  
942                   is substantially complete but finds deficiencies that must be corrected  
943                   before the work is ready for final inspection, the Engineer will prepare in  
944                   writing and deliver to the Contractor a punchlist describing such  
945                   deficiencies.

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

950  
 951 When the date of substantial completion has been determined by the  
 952 State, liquidated damages for the failure to complete the punchlist, if due to  
 953 the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated  
 954 Damages for Failure to Complete the Punchlist.

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

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

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

976  
 977 If the Contractor fails to correct the deficiencies and complete the  
 978 work by the established or agreed date, the State may correct the  
 979 deficiencies by whatever method it deems appropriate and deduct the cost  
 980 from any payments due the Contractor.

981  
 982 **108.14 Substantial Completion and Final Acceptance.**

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

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

1000  
 1001 **108.15 Use of Structure or Improvement.** The State has the right to use the  
 1002 structure, equipment, improvement, or any part thereof, at any time after it is  
 1003 considered by the Engineer as available. In the event that the structure,  
 1004 equipment or any part thereof is used by the State before final acceptance, the  
 1005 Contractor is not relieved of its responsibility to protect and preserve all the work  
 1006 until final acceptance.

1007  
 1008 **108.16 Contractor’s Responsibility for Work; Risk of Loss or Damage.**  
 1009 Until the written notice of final acceptance has been received, the Contractor shall  
 1010 take every precaution against loss or damage to any part of the work by the action  
 1011 of the elements or from any other cause whatsoever, whether arising from the  
 1012 performance or from the non-performance of the work. The Contractor shall  
 1013 rebuild, repair, restore and make good all loss or damage to any portion of the  
 1014 work resulting from any cause before its receipt of the written notice of final  
 1015 acceptance and shall bear the risk and expense thereof.

1016  
 1017 The risk of loss or damage to the work from any hazard or occurrence that  
 1018 may or may not be covered by a builder’s risk policy is that of the Contractor and  
 1019 Surety, unless such risk of loss is placed elsewhere by express language in the  
 1020 contract documents.

1021  
 1022 **108.17 Guarantee of Work.**

1023  
 1024 **(1)** Regardless of, and in addition to, any manufacturers’ warranties, all  
 1025 work and equipment shall be guaranteed by the Contractor against defects  
 1026 in materials, equipment or workmanship for one year from the date of final  
 1027 acceptance or as otherwise specified in the contract documents.

1028  
 1029 **(2)** When the Engineer determines that repairs or replacements of any  
 1030 guaranteed work and equipment is necessary due to materials, equipment,  
 1031 or workmanship which are inferior, defective, or not in accordance with the  
 1032 terms of the contract, the Contractor shall, at no increase in contract price  
 1033 or contract time, and within five working days of receipt of written notice  
 1034 from the State, commence to all of the following:

1035  
 1036 **(a)** Correct all noted defects and make replacements, as directed  
 1037 by the Engineer, in the equipment and work.

**108.19**

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

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

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

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

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

- (1) Any payment for, or acceptance of, the whole or any part of the work.
- (2) Any extension of time.
- (3) Any possession taken by the Engineer.

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

**108.19 Final Settlement of Contract.**

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

- 1084 (1) All written guarantees required by the contract.  
1085  
1086 (2) Complete and certified weekly payrolls for the Contractor and  
1087 its subcontractor's.  
1088  
1089 (3) Certificate of plumbing and electrical inspection.  
1090  
1091 (4) Certificate of building occupancy.  
1092  
1093 (5) Certificate for soil treatment and wood treatment.  
1094  
1095 (6) Certificate of water system chlorination.  
1096  
1097 (7) Certificate of elevator inspection, boiler and pressure pipe  
1098 installation.  
1099  
1100 (8) Tax clearance.  
1101  
1102 (9) All other documents required by the Contract or by law.  
1103

1104 **(B) Failure to Meet Closing Requirements.** The Contractor shall meet  
1105 the applicable closing requirements within 60 days from the date of Project  
1106 Acceptance or the agreed to Punchlist complete date. Should the  
1107 Contractor fail to comply with these requirements, the Engineer may  
1108 terminate the contract for cause."  
1109

1110  
1111  
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1113

**END OF SECTION 108**



49  
50  
51  
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claims have been fully and completely discharged or otherwise satisfied.”

**END OF SECTION 109**



1                   **SECTION 203 – ROADWAY EXCAVATION AND EMBANKMENT**

2  
3    Make the following amendments to said Section:

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

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

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

16  
17    **“203.04 Measurement.**

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

21  
22            **(B)**    The Engineer will only measure Additional Utility Work for Roadway  
23            Excavation required and requested by the Engineer on a force account  
24            basis in accordance with Subsection 109.06 – Force Account Provisions  
25            and Compensation.”

26  
27    **(III)**    Amend **203.05 – Payment** by revising lines 368 to 457 to read as follows:

28  
29    **“203.05 Payment.**    The Engineer will pay for the accepted pay items listed  
30    below at the contract price per pay unit, as shown in the proposal schedule.  
31    Payment will be full compensation for the work prescribed in this section and the  
32    contract documents.

33  
34            The Engineer will pay for each of the following pay items when included in  
35    the proposal schedule:

<b>Pay Item</b>	<b>Pay Unit</b>
<b>(A)</b> Roadway Excavation	Lump Sum
<b>(B)</b> Additional Utility Work for Roadway Excavation	Force Account

42  
43            Roadway Excavation for footings shall include saving, shoring and  
44    working around existing utilities and reconstructing existing utility hatches as  
45    shown on the plans.

47 The Engineer will pay for accepted quantities of unlined gutter excavation  
48 as roadway excavation at the contract unit price per cubic yard, when gutter is  
49 located as follows: within median area of a divided highway; and between  
50 roadbed shoulder and adjacent cut slope. Payment will be full compensation for  
51 removing and disposing of excavated material; backfilling and compacting; and  
52 for the work prescribed in the contract documents.

53  
54 The Engineer will not pay for stockpiling selected material, placing  
55 selected material in final position, or placing selected material in windrows along  
56 tops of roadway slopes for erosion control work, separately and will consider the  
57 cost as included in the unit prices for the various excavation contract pay items.  
58 The cost is for work prescribed in this section and the contract documents.

59  
60 The Engineer will not pay for overhaul separately and will consider the  
61 cost as included in the unit prices for the various excavation contract pay items.  
62 The cost is for work prescribed in this section and the contract documents.

63  
64 The Engineer will not pay for embankment separately and will consider the  
65 cost as included in the unit price for roadway excavation. The cost is for work  
66 prescribed in this section and the contract documents.

67  
68 Additional Utility Work for Roadway Excavation shall include replacing or  
69 relocating existing utilities originally assumed to be saved when directed by the  
70 Engineer, and unforeseen utility work not shown on the plans. An estimated  
71 amount for force account may be allocated in the proposal schedule under  
72 'Additional Utility Work for Roadway Excavation', but actual amount to be paid  
73 will be the sum shown on accepted force account records, whether this sum be  
74 more or less than the estimated amount allocated in the proposal schedule."

75  
76

**END OF SECTION 203**

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

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

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

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

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

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

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

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

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

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

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

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

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

78  
79 **209.03 Construction.**

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

82  
83 **(1) Water Pollution, Dust, and Erosion Control Meeting.**  
84 Schedule a water pollution, dust, and erosion control meeting with the  
85 Engineer after Site-Specific BMP is accepted in writing by the  
86 Engineer. Meeting shall be scheduled a minimum of 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 1. An identification of potential pollutants and their  
101 sources.
- 102 2. A list of all materials and heavy equipment to be  
103 used during construction.
- 104 3. Descriptions of the methods and devices used to  
105 minimize the discharge of pollutants into State waters,  
106 drainage or sewer systems.
- 107 4. Details of the procedures used for the  
108 maintenance and subsequent removal of any erosion or  
109 siltation control devices.
- 110 5. Methods of removing and disposing hazardous  
111 wastes encountered or generated during construction.
- 112 6. Methods of removing and disposing concrete and  
113 asphalt pavement cutting slurry, concrete curing water,  
114 and hydrodemolition water.
- 115 7. Spill Control and Prevention and Emergency Spill  
116 Response Plan.
- 117 8. Fugitive dust control, including dust from grinding,  
118 sweeping, or brooming off operations or combination  
119 thereof.
- 120 9. Methods of storing and handling of oils, paints  
121 and other products used for the project.
- 122 10. Material storage and handling areas, and other  
123 staging areas.
- 124 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.

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

235  
236 Address all comments received from the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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- (1) Immediately initiate, and complete within the timeframe shown above, the installation of temporary non-vegetative stabilization measures to prevent erosion;
- (2) Complete all soil conditioning, seeding, watering or irrigation installation, mulching, and other required activities related to the planting and initial establishment of vegetation as soon as conditions or circumstances allow it on the site; and
- (3) Notify and provide documentation to the Engineer the circumstances that prevent the Contractor from meeting the deadlines above for stabilization and the schedule the Contractor will follow for initiating and completing initial stabilization and as agreed to by the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

399  
400 Properly maintain all Site-Specific BMP measures.

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402 For projects with an NPDES Permit for Construction Activities:

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

- (a)** Weekly.
- (b)** Within 24 hours of any rainfall of 0.25 inch or greater which occurs in a 24-hour period.
- (c)** When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

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

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

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

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

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

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

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

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 <b>Pay Item</b>	538 <b>Pay Unit</b>
539 Installation, Maintenance, Monitoring, and Removal of BMP	Lump Sum
540 Additional Water Pollution, Dust, and Erosion Control	Force Account

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543 An estimated amount for force account is allocated in proposal schedule  
544 under 'Additional Water Pollution, Dust, and Erosion Control', but actual amount to  
545 be paid will be the sum shown on accepted force account records, whether this sum  
546 be more or less than estimated amount allocated in proposal schedule. The  
547 Engineer will pay for BMP measures requested by the Engineer that are beyond  
548 scope of accepted Site-Specific BMP on a force account basis.

549  
550 No progress payment will be authorized until the Engineer accepts in writing  
551 Site-Specific BMP or when the Contractor fails to maintain project site in accordance  
552 with accepted BMP.

553  
554 For all citations or fines received by the Department for non-compliance,  
555 including compliance with NPDES Permit conditions, the Contractor shall reimburse  
556 State within 30 calendar days for full amount of outstanding cost State has incurred,  
557 or the Engineer will deduct cost from progress payment.

558  
559 The Engineer will assess liquidated damages up to \$27,500 per day for non-  
560 compliance of each BMP requirement and all other requirements in this section.  
561

562 **Appendix A**

563

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



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

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<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"> <li>• Use off-site wash racks, repair and maintenance facilities, and fueling sites when practical.</li> <li>• Designate bermed wash area if cleaning on site is necessary.</li> <li>• Place drip pans or drop cloths under vehicles and equipment to absorb spills or leaks.</li> <li>• Provide an ample supply of readily available spill cleanup materials.</li> <li>• Clean up spills immediately, using dry cleanup methods where possible, and dispose of used materials properly.</li> <li>• Do not clean surfaces or spills by hosing the area down.</li> <li>• Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</li> <li>• Inspect on-site vehicles and equipment regularly and immediately repair leaks.</li> <li>• Regularly inspect fueling areas and storage tanks.</li> <li>• Train employees on proper maintenance and spill practices and procedures and fueling and cleanup procedures.</li> <li>• Store diesel fuel, oil, hydraulic fluid, or other petroleum products or other chemicals in water-tight containers and provide cover or secondary containment.</li> <li>• Do not remove original product labels and comply with manufacturer's labels for proper disposal.</li> <li>• Dispose of containers only after all the product has been used.</li> <li>• Dispose of or recycle oil or oily wastes according to Federal, State, and Local requirements.</li> <li>• Store soaps, detergents, or solvents under cover or other means to prevent contact with rainwater.</li> <li>• 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.</li> </ul>	<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>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
Soil erosion from the disturbed areas	<ul style="list-style-type: none"> <li>• 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).</li> <li>• Delineate, and clearly mark off, with flags, tape, or other similar marking device all natural buffer areas defined in the SWPPP.</li> <li>• Preserve native topsoil where practicable.</li> <li>• In areas where vegetative stabilization will occur, restrict vehicle/equipment use in areas to avoid soil compaction or condition soil to promote vegetative growth.</li> <li>• 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.</li> <li>• 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.</li> <li>• Sediment basins shall be designed and maintained in accordance with HAR Chapter 11-55.</li> <li>• Minimize disturbance on steep slopes (Greater than 15% in grade).</li> <li>• If disturbance of steep slopes are unavoidable, phase disturbances and use stabilization techniques designed for steep grades.</li> <li>• For temporary drains and swales use velocity dissipation devices within and at the outlet to minimize erosive flow velocities.</li> </ul>	<p>Soil Stabilization</p> <ol style="list-style-type: none"> <li>1. SM-22 Topsoil Management</li> <li>2. EC-12 Seeding and Planting</li> <li>3. EC-14 Mulching</li> <li>4. EC-11 Geotextiles and Mats</li> </ol> <p>Slope Protection</p> <ol style="list-style-type: none"> <li>1. EC-12 Seeding and Planting</li> <li>2. EC-14 Mulching</li> <li>3. EC-11 Geotextiles and Mats</li> <li>4. EC-4 Slope Roughening, Terracing, and Rounding</li> <li>5. EC-7 Slope Drains and Subsurface Drains</li> <li>6. EC-9 Slope Interceptor or Diversion Ditches/Berms</li> </ol> <p>SC-1 Storm Drain Inlet Protection</p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
		<p><i>Perimeter Controls and Sediment Barriers</i></p> <ol style="list-style-type: none"> <li>1. SC-7 Silt Fence or Filter Fabric Fence</li> <li>2. SC-2 Vegetated Filter Strips and Buffers</li> <li>3. SC-6 Compost Filter Berm/Sock</li> <li>4. SC-8 Sandbag Barrier</li> <li>5. SC-9 Brush or Rock Filter</li> </ol> <p><i>Sediment Basins and Detention Ponds</i></p> <ol style="list-style-type: none"> <li>1. SC-4 Sediment Trap</li> <li>2. SC-5 Sediment Basin</li> </ol> <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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<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
		<p><i>Controlling Storm Water Flowing onto and Through the Project</i></p> <ol style="list-style-type: none"> <li>1. <i>EC-3 Run-On Diversion</i></li> <li>2. <i>EC-5 Earth Dike, Swales and Ditches</i></li> </ol> <p><i>Post Construction BMPs</i></p> <ol style="list-style-type: none"> <li>1. <i>EC-2 Flared Culvert End Sections</i></li> <li>2. <i>EC-10 Rip-Rap and Gabion Inflow Protection</i></li> <li>3. <i>EC-8 Outlet Protection and Velocity Dissipation Devices</i></li> <li>4. <i>SM-22 Topsoil Management</i></li> </ol> <p><i>Non-Structural BMPs</i></p> <ol style="list-style-type: none"> <li>1. <i>SM-1 Construction BMP Training</i></li> <li>2. <i>SM-14 Scheduling</i></li> <li>3. <i>SM-15 Location of Potential Sources of Sediment</i></li> <li>4. <i>SM-17 Preservation of Existing Vegetation</i></li> </ol>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
Sediment from soil stockpiles	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Place bagged materials on pallets and under cover.</li> <li>• Provide physical diversion to protect stockpiles from concentrated runoff.</li> <li>• Cover stockpiles with plastic or comparable material when practicable.</li> <li>• Place silt fence, fiber filtration tubes, or straw wattles around stockpiles.</li> <li>• 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.</li> <li>• Unless infeasible, contain and securely protect stockpiles from the wind.</li> <li>• Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. See Stockpile Management Section SM-3 for additional requirements.</li> </ul>	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"> <li>• Provide training for employees and contractors on proper material delivery and storage practices and procedures.</li> <li>• Restrict paving operations during wet weather to prevent paving materials from being discharged.</li> <li>• Use asphalt emulsions such as prime coat when possible.</li> <li>• Protect drain inlet structures and manholes during application of tack coat, seal coat, slurry seal, and fog seal.</li> <li>• Keep ample supplies of drip pans and absorbent materials on site.</li> <li>• Inspect inlet protection devices.</li> <li>• See Material Storage and Handling Section SM-2 and Paving Operations Section SM-20 for additional requirements.</li> <li>• Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</li> </ul>	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.

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<p>Materials associated with painting, such as paint and paint wash solvent</p>	<ul style="list-style-type: none"> <li>• Hazardous chemicals shall be well-labeled and stored in original containers.</li> <li>• Keep ample supply of cleanup materials on site.</li> <li>• Dispose container only after all of the product has been used.</li> <li>• Remove as much paint from brushes on painted surface.</li> <li>• 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.</li> <li>• 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.</li> <li>• Do not dump liquid wastes into the storm drainage system.</li> <li>• Filter and re-use solvents and thinners.</li> <li>• Dispose of oil-based paints and residue as a hazardous waste.</li> <li>• Ensure collection, removal, and disposal of hazardous waste complies with regulations.</li> <li>• Immediately clean up spills and leaks.</li> <li>• Properly store paints, solvents, and epoxy compounds.</li> <li>• Properly store and dispose waste materials generated from painting and structure repair and construction activities.</li> <li>• Mix paints in a covered and contained area, when possible, to minimize adverse impacts from spills.</li> <li>• Do not apply traffic paint or thermoplastic if rain is forecasted.</li> <li>• 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.</li> </ul> <p>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</p>	<p>See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, Hazardous Materials and Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<p><i>Industrial chemicals, fertilizers, and/or pesticides</i></p>	<ul style="list-style-type: none"> <li>• <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i></li> <li>• <i>Keep ample supply of cleanup materials on site.</i></li> <li>• <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i></li> <li>• <i>Do not clean surfaces or spills by hosing the area down.</i></li> <li>• <i>Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge.</i></li> <li>• <i>Dispose container only after all of the product has been used.</i></li> <li>• <i>Retain a complete set of safety data sheets (formerly MSDS) on site.</i></li> <li>• <i>Store industrial chemicals in water-tight containers and provide either cover or secondary containment.</i></li> <li>• <i>Provide cover when storing fertilizers or pesticides to prevent these chemicals from coming into contact with rainwater.</i></li> <li>• <i>Restrict amount of pesticide prepared to quantity necessary for the current application.</i></li> <li>• <i>Do not apply fertilizers or pesticides during or just before a rain event.</i></li> <li>• <i>Do not apply to stormwater conveyance channels with flowing water.</i></li> <li>• <i>Comply with fertilizer and pesticide manufacturer's recommended usage and disposal instructions. Document departures from manufacturer's specifications in Attachment J.</i></li> <li>• <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></li> <li>• <i>Follow federal, state, and local laws regarding fertilizer application.</i></li> <li>• <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></li> </ul>	<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>



<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<ul style="list-style-type: none"> <li>• <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></li> <li>• <i>See Material Storage and Handling Use SM-2, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.</i></li> </ul>	
<p><i>Hazardous waste (Batteries, Solvents, Treated Lumber, etc.)</i></p>	<ul style="list-style-type: none"> <li>• <i>Do not dispose of toxic materials in dumpsters allocated for construction debris.</i></li> <li>• <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i></li> <li>• <i>Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</i></li> <li>• <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></li> <li>• <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></li> <li>• <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></li> <li>• <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i></li> <li>• <i>Do not clean surfaces or spills by hosing the area down.</i></li> <li>• <i>Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</i></li> </ul>	<p><i>See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Maintenance SM-12</i></p>

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

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

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Sediment Track-Out</i>	<ul style="list-style-type: none"> <li>• <i>Include Stabilized Construction Entrance at all points that exit onto paved roads.</i></li> <li>• <i>A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.</i></li> <li>• <i>The pavement shall not be cleaned by washing down the street.</i></li> <li>• <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></li> <li>• <i>Use BMPs for adjacent drainage structures.</i></li> <li>• <i>Remove sediment tracked onto the street by the end of the day in which the track-out occurs.</i></li> <li>• <i>Restrict vehicle use to properly designated exit points.</i></li> <li>• <i>Include additional BMPs that remove sediment prior to exit when minimum dimensions cannot be met.</i></li> </ul> <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"> <li>• <i>Consider irrigation requirements.</i></li> <li>• <i>Where possible, avoid species which require irrigation.</i></li> <li>• <i>Design, timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.</i></li> </ul> <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"> <li>• <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></li> </ul>	<i>Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<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"> <li>• <i>Saw cut slurry shall be removed from the site by vacuuming.</i></li> <li>• <i>Provide storm drain protection during saw cutting. See Paving Operations Section SM-20 for additional requirements. Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i></li> </ul>	<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"> <li>• <i>Avoid overspraying of curing compounds.</i></li> <li>• <i>Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.</i></li> </ul> <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>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
Plaster Waste Water	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>	See Material, Storage and Handling Use Section SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9
Water-Jet Wash Water	<ul style="list-style-type: none"> <li>• For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical.</li> <li>• See Vehicle and Equipment Cleaning Section SM-11 for additional information.</li> <li>• For Water-Jet Wash Water used to clean impervious surfaces, the runoff shall not be allowed to flow into drainage structures or State Waters.</li> </ul>	See Vehicle and Equipment Cleaning Section SM-11
Sanitary/Septic Waste	<ul style="list-style-type: none"> <li>• Locate Sanitary facilities in a convenient place away from drainage facilities.</li> <li>• Position sanitary facilities so they are secure and will not be tipped over or knocked down.</li> <li>• Wastewater shall not be discharged to the ground or buried.</li> <li>• A licensed service provider shall maintain sanitary/septic facilities in good working order.</li> <li>• Schedule regular waste collection by a licensed transporter.</li> <li>• See Sanitary Waste Section SM-7 for additional requirements.</li> </ul>	See Sanitary Waste Section SM-7.

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**END OF SECTION 209**

**NH-H1-1(277)  
209-28a**

**1-14-22**

1 Make this section a part of the Standard Specifications.

2  
3 **“SECTION 230 – CONTAMINATED SOILS HANDLING”**

4  
5 **230.01 Description.**

6  
7 **(A)** This Section describes procedures for the management of  
8 contaminated media (soil, groundwater, and soil vapor) that may be  
9 disturbed during excavation activities associated with this project.

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11 **(B)** The Contractor shall supply all labor, materials, and equipment  
12 necessary for the removal, temporary storage, testing, handling, soil  
13 backfilling and management of contaminated media to carry out the work  
14 in accordance with these specifications, and all applicable Federal, State,  
15 and local regulations and latest amendments.

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17 **(C)** The Contractor shall be responsible for updating the Hawaii  
18 Department of Health (HDOH) required Construction Environmental  
19 Hazard Management Plan (C-EHMP) using the Site-Specific Preliminary  
20 Construction Environmental Hazard Management Plan (PC-EHMP)  
21 template (attached) and submitting for HDOH approval 90 days prior to  
22 groundbreaking construction activities.

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24 **(D)** It should be noted that the Contaminants of Potential Concern  
25 (COPCs) include, but are not limited to, the following:

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- Petroleum Substances, e.g., TPH, TPH-g, TPH-d, TPH-o, BTEX, and PAHs.
  - Chlorinated Solvents, e.g., VOCs
  - Polychlorinated Biphenyls (PCBs)
  - Pesticides, e.g., chlordane
  - Heavy Metals, e.g., Arsenic, Barium, Cadmium, Total Chromium, Lead, Mercury, Selenium, and Silver.
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35 In addition, free product (e.g., gasoline, diesel fuel, fuel oils, lubricating  
36 oils, benzene, toluene, xylenes, methane gas) may be encountered in  
37 areas of previous petroleum releases.

38 Should there be a risk to human health and/or the environment (such as  
39 indoor air quality in an occupied building), the Contractor shall be  
40 responsible to revise, update, and finalize the C-EHMP Addendum. The  
41 Contractor shall coordinate with, as well as have their C-EHMP approved  
42 by HDOH prior to the start of any ground disturbing activities.

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44 **230.02 Materials and References.**

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46 **(A)** Personal Protective Equipment & Signage.

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- (1) Provide workers with Personal Protective Equipment (PPE) according to the Contractor’s PPE Assessment.
- (2) Provide warning signs and labels to protect the workers and the public.

**(B) Polyethylene Sheeting.**

Sheet plastic shall be new, and clear or black with at least 20-mil thickness. A 6-mil plastic sheet can be used to cover the stockpiles.

**(C)** All work under this contract shall be performed in strict accordance with all applicable Federal, State, and local regulations, standards, and codes governing contaminated media.

**(D)** The most recent editions of any relevant regulations, standards, documents, or codes shall be in effect, including, but not limited to, the following. Where conflicts among the requirements or with these specifications exists, the most stringent requirements shall apply.

- (1) 29 CFR 1910, “Occupational Safety and Health Standards”.29 CFR 1926, “Safety and Health Regulations for Construction”.
- (2) 40 CFR 50, “National Primary and Secondary Ambient Air Quality Standards A”.
- (3) 40 CFR 122, “EPA Administered Permit Program: The National Pollutant Discharge Elimination System”.
- (4) 40 CFR 261, “Identification and Listing of Hazardous Waste”.
- (5) 40 CFR 263, “Standards Applicable to Transporters of Hazardous Waste”.
- (6) 40 CFR 302, “Designation, Reportable Quantities, and Notification”.
- (7) 49 CFR 172, Subpart E, “Labeling”.
- (8) 49 CFR 172, Subpart F, “Placarding”.
- (9) The Hawaii Environmental Response Law (Hawaii Revised Statutes [HRS] Chapter 128D) and the State Contingency Plan (Hawaii Administrative Rules [HAR] Title 11, Chapters 451-1–451-24).



- 94 (10) The Hazard Evaluation and Emergency Response Office  
95 Technical Guidance Manual (TGM) for Implementation of the  
96 State Contingency Plan (Interim Final, June 21, 2009).  
97  
98 (11) Hawaii Hazardous Waste Laws and Regulations (HRS  
99 Chapter 342J, HAR Title 11, Chapters 260.1–279.1).  
100  
101 (12) Hawaii Solid Waste Laws and Regulations (HRS Chapters  
102 342H and I, HAR Title 11, Chapter 58.1).  
103  
104 (13) Hawaii Underground Storage Tank Laws and Regulations  
105 (HRS Chapter 342L; HAR Title 11, Chapter 280.1).  
106  
107 (14) Hawaii Water Quality Standards (HAR Title 11, Chapter 54).  
108  
109 (15) Hawaii Ambient Air Quality Standards (HAR Title 11,  
110 Chapter 59).  
111  
112 (16) Hawaii Occupational Safety and Health Standards (HAR  
113 Title 12, Subtitle 8).  
114  
115 (17) Hawaii Department of Health, Office of Hazard Evaluation  
116 and Emergency Response. Screening for Environmental  
117 Hazards at Sites with Contaminated Soil and Groundwater.  
118 Website URL: [http://eha-web.doh.hawaii.gov/eha-](http://eha-web.doh.hawaii.gov/eha-cma/Leaders/HEER/EALs)  
119 [cma/Leaders/HEER/EALs](http://eha-web.doh.hawaii.gov/eha-cma/Leaders/HEER/EALs). Fall 2011 (and updates).  
120  
121 (18) Hawaii Department of Health, Office of Hazard Evaluation  
122 and Emergency Response. Guidance for Soil Stockpile  
123 Characterization and Evaluation of Imported and Exported  
124 Fill Material. Website URL: [http://eha-](http://eha-web.doh.hawaii.gov/eha-cma/Leaders/HEER/technical-guidance-and-fact-sheets)  
125 [web.doh.hawaii.gov/eha-cma/Leaders/HEER/technical-](http://eha-web.doh.hawaii.gov/eha-cma/Leaders/HEER/technical-guidance-and-fact-sheets)  
126 [guidance-and-fact-sheets](http://eha-web.doh.hawaii.gov/eha-cma/Leaders/HEER/technical-guidance-and-fact-sheets). October 8, 2017 (and updates).  
127  
128 (19) U.S. Environmental Protection Agency (EPA):  
129 Comprehensive Environmental Restoration, Compensation,  
130 and Liability Act, Section 107(1), 1980, exemption for  
131 cleanup of legally applied pesticide products.  
132

133 **230.03 Construction.**

134  
135 **(A) General Work Procedures.**

- 136  
137 (1) Prior to beginning work, the Contractor, the Contractor's  
138 Qualified Environmental Professional, and Department of  
139 Transportation, Highways (DOTH) Engineer or its  
140 representative shall discuss the approved Work Plan, as

- 141 described below, including work procedures and safety  
142 precautions.
- 143
- 144 (2) Communicate any existing, potential, or new hazards to  
145 workers before a job begins or as necessary. The workers  
146 shall be aware of the need for proper safety procedures and  
147 be familiar with the Contractor's Work Plan.
- 148
- 149 (3) Boundaries shall be established at each area where soil  
150 excavation is to be performed. The area shall be clearly  
151 identified to prevent unauthorized entry. Establish a control  
152 area by completely enclosing/roping-off the area where  
153 contaminated soil excavation, removal, stockpiling and  
154 disposal operations will be performed.
- 155
- 156 (4) Provide physical boundaries around the control area by  
157 roping-off the area to ensure that airborne concentrations of  
158 COPC will not exceed permissible exposure limits outside  
159 the control area.
- 160
- 161 (5) Where applicable, caution signs shall be placed at the  
162 entrances to each work area, located such that approaching  
163 personnel may read the signs and take necessary  
164 precautions before entering the work area. No one will be  
165 permitted in the work area unless the person is provided with  
166 appropriate training and protective equipment.
- 167
- 168 (6) It should be noted that, in some cases, the contamination  
169 may not be identifiable through visual and/or olfactory  
170 observation (e.g., soil contaminated with metals, PCBs,  
171 pesticides, etc.) and contaminant-specific field screening  
172 techniques may need to be implemented.
- 173
- 174 (7) Measure, monitor, and record worker exposure to toxic  
175 materials or harmful agents as necessary.
- 176
- 177 (8) Follow Decontamination regulations and procedures as  
178 necessary.
- 179
- 180 (9) Soil excavation activities, grading, and any disturbance of  
181 impacted soil may cause a potential exposure to  
182 Contractor's employees and the general public due to  
183 fugitive dust. The routes of exposure of dusts are by  
184 inhalation, ingestion, and dermal contact. The Contractor  
185 shall use engineering controls such as water spraying and  
186 wind barriers to control fugitive dust.
- 187

188 (10) The Contractor shall test residual soils not used as backfill  
189 for COPC. Soils with concentrations above regulatory  
190 and/or unrestricted use environmental action levels shall be  
191 disposed of in accordance with regulatory requirements.  
192

193 (11) Report construction activities in areas with contaminated soil  
194 or groundwater to the HDOH Office of Hazard Evaluation  
195 and Emergency Response (HEER Office).  
196

197 **(B) Preconstruction Requirements.**  
198

199 (1) Submit the updated draft C-EHMP for HDOH review, a  
200 minimum of 90 calendar days prior to ground disturbing  
201 construction activities.

202 (2) Submit the following a minimum of 30 calendar days prior to  
203 beginning any ground disturbing activities, for approval by  
204 DOTH.  
205

206 (a) The Contractor shall submit their work plan which  
207 shall include, but not limited to, a Site-Specific Health  
208 and Safety Plan (HASP). The work plan shall  
209 describe the procedures, engineering controls, and  
210 methods the Contractor will use during the  
211 excavation, temporary storage, handling, treatment,  
212 backfilling, and disposal of soil and/or water at the  
213 project site. The plan shall also include soil  
214 stockpiling and segregation, testing, contaminated soil  
215 and water quality testing, contaminated soil and water  
216 disposal procedures, backfilling procedures, personal  
217 protection requirements, work area isolation,  
218 construction barriers, wetting methods,  
219 decontamination procedures, and emergency  
220 procedures. The work plan shall be in accordance to  
221 all applicable Federal, State, and local regulations  
222 and latest amendments.  
223

224 (b) The plan shall include the names of the Contractor's  
225 and their subcontractor's qualified personnel who will  
226 be supervising or managing the management of  
227 contaminated materials at the site. Include the  
228 personnel's phone number and qualifications.  
229

230 (c) The plan shall include the name(s) of the Contractor's  
231 Qualified Environmental Professional, including their  
232 qualifications.  
233

- 234 (d) Proposed schedule of work.  
235  
236 (e) A sketch identifying the location of temporary soil  
237 stockpiling and water storage devices, including pipes  
238 and appurtenances, if applicable.  
239  
240 (f) A map showing the location of the work and nearest  
241 medical facilities and hospitals.  
242  
243 (g) A copy of this Work Plan must be on the construction  
244 site and available at all times.  
245  
246 (h) The Work Plan shall be amended to reflect changes  
247 to the site or work conditions, as needed.  
248

249 (3) Qualified Environmental Professional.  
250

251 The Contractor shall employ a Qualified Environmental  
252 Professional who possesses five (5) years, minimum, experience  
253 providing environmental oversight for the management of  
254 contaminated media during construction activities. The  
255 Environmental Professional shall assist in the preparation of the  
256 Contractor's Work Plan by reviewing the work procedures, including  
257 the determination of the need for PPE, and to provide  
258 environmental oversight during construction. The Environmental  
259 Professional shall be identified in the Work Plan, including a list of  
260 their environmental qualifications, for approval by DOTH.  
261

262 (4) Contractor Training.  
263

264 The Contractor and its subcontractors shall implement safe work  
265 places and practices by eliminating, mitigating, or protecting against  
266 existing or potential hazards to the workers who may be exposed to  
267 harmful, hazardous, and toxic materials and substances, including  
268 contaminated water and soil.  
269

270 (C) Construction Requirements.  
271

272 (1) Soil excavation and Stockpiling  
273

- 274 (a) Notify the HDOH Clean Water Branch (CWB) at least  
275 90 calendar days prior to disturbing contaminated soil  
276 from known areas of contamination. Notify the HDOH  
277 HEER Office at least seven (7) calendar days prior to  
278 construction activities that could disturb known  
279 contaminated soil.  
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- (b) The HDOH HEER Office shall be immediately notified if contaminated soils are encountered. The disturbance of contaminated soil shall be performed in accordance with the Contractor's approved Work Plan and C-EHMP where applicable. HDOH HEER Office will determine whether additional sampling is required. Provide a location map with Global Positioning System (GPS) coordinates and approximate depth (bgs) at which the contaminated soils were encountered to the DOT Engineer.
- (c) During excavation and disturbance of impacted soil, all workers, supervisory personnel, subcontractors, and consultants must take precautionary measures as necessary to prevent exposure of the workers and the general public to chemicals of concern (COCs) by contaminated soil dust and inhalation of associated vapors.
- (d) The Contractor's Qualified Environmental Professional shall direct the segregation of the soil into three (3) separate soil piles: Pile No. 1 will consist of clean soil; Pile No. 2 will consist of soil excavated from areas found to be contaminated or suspected to be contaminated; and Pile No. 3 will consist of soil that is grossly contaminated. Contaminated soil stockpiles, suspected contaminated soil stockpiles, and grossly contaminated soil stockpiles shall be placed onto 20-mil plastic sheeting. Underlay edges of the plastic sheeting with bermed soil. Ensure that the height of the bermed soil will be sufficient to prevent stormwater runoff from breaching it. Place the excavated soil inside the bermed area on top of the plastic sheeting. Cover the stockpiles with 6-mil plastic sheeting in the bermed area to mitigate dust concerns caused by wind and prevent contact with rainwater and stormwater runoff. Secure the plastic cover with sufficient ballast and place sediment control devices along the entire toe of each stockpile.
- (e) Each stockpile shall not exceed 100 cubic yards and shall be located away from drainage features, surface waters, and stormwater drainage paths. Or, the soils can be placed in watertight containers, such as 20-yard steel roll-off bins, drums, etc. These containers shall be covered.

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**(f)** The Contractor shall have representative soil samples taken from each stockpile (Pile No. 1, 2, and 3) and tested in accordance with HDOH guidelines, standards, and regulations, such that the soil sample report, prepared by the Contractor’s Qualified Environmental Professional, can specifically state one of the following:

- “The soil is not a regulated hazardous waste and is acceptable for disposal at a HDOH permitted facility.”; or
- “The soil is acceptable for unrestricted reuse.”

Sampling and testing of the stockpiles shall be, at a minimum, in accordance to the latest edition of the HDOH’s Guidance for Soil Stockpile Characterization and Evaluation of Imported and Exported Fill Material. The Contractor’s Qualified Environmental Professional shall direct the soil sampling collection and testing methods in accordance with the most current guidelines. Stockpiles shall be tested using multi-increment (MI) sampling approaches. Appropriate decision unit (DU) volumes for larger stockpiles of soil should be discussed with the HDOH HEER Office on a case-by-case basis.

The Contractor shall also confirm, with the HDOH permitted facility, the facility’s sampling requirements, as well as their standards for disposal

**(g)** Any liquid-phase oil or free product associated with the contaminated soil shall be drained prior to stockpiling. If feasible, the free product should be separated from the soil, properly stored, profiled, and disposed of at an approved recycling/disposal facility.

**(h)** For any soils hauled off the property, the Contractor shall be responsible for the legal disposal of any soil. The Contractor shall implement and maintain the following:

- A form, signed by the Contractor and haul truck driver. The form shall contain the following information:

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- The date the material is being taken off the property.
  - The name of the haul trucking company.
  - The haul truck number and license plate number.
  - The quantity of material being loaded into the haul truck.
  - The disposal facility or location of where the material is to be taken.
  - The time the truck left the project site.
- 
- The form and waste manifest from the HDOH permitted facility shall be provided to the Engineer or its representative by the close of the next working day. The Contractor shall verify that the quantity of material loaded into the truck, as indicated on the form, exactly matches the quantity of material disposed at the HDOH permitted facility, as indicated on the waste manifest.
  - The Contractor shall maintain a log that summarizes each form and waste manifest for ease of tracking and monitoring.
  - **All forms, waste manifest, and summary log shall be a condition of payment being made to the Contractor and shall be submitted with each progress payment. Failure to submit the above and/or should any quantity of material loaded into the truck, as indicated on the form, not exactly match the quantity of material disposed at the HDOH permitted facility, as indicated on the waste manifest, shall be reason for the State to withhold payment to the Contractor.**
- (i) Excavated soils can be reused onsite (within the construction site boundaries) with the prior approval of the DOTH, HDOH HEER Office, and subject to the following conditions:
- Representative soil samples have been taken and tested in accordance with HDOH standards and regulations.

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- The contaminated soil can only be reused within proximity of its original excavation.
- The contaminated soil is placed within areas more than 150 meters from surface water and drainage features.
- The contaminated soil cannot be placed beneath or within the footprint of a planned building structure.
- The contaminated soil can only be placed at an elevation above the tidally influenced high water table and at least 1-foot below the finish surface grade. The more highly impacted soil should be placed at the bottom of the excavation and the cleanest soil at the top of the excavation. At least 1-foot of clean soil must be placed as the final backfill layer at the top. The excavation shall then be capped with an impervious layer, such as concrete and asphalt.
- The contaminated soil cannot contain any free oil, oil sheens, oil stains, or total petroleum hydrocarbon (TPH) concentrations exceeding 5,000 parts per million (ppm).
- The contaminated soil is not considered a hazardous waste pursuant to Federal and State laws.
- Contaminated soil shall not be reused in areas that are uncontaminated.

(j) Excavated soils can be reused offsite with the prior approval of the DOTH, HDOH HEER Office, and subject to the following conditions:

- Representative soil samples have been taken and tested in accordance with HDOH standards and regulations.
- The work shall be performed in accordance to the latest edition of the HDOH's Guidance for Soil Stockpile Characterization and Evaluation of Imported and Exported Fill Material.



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- A signed agreement with the receiving facility acknowledging the test results of the soil samples and acceptance of the soil is required to be submitted to the DOT Engineer and DOT ten (10) calendar days prior to hauling of the soil to the receiving facility.
- The contaminated soil shall not contain any free oil, oil sheens, oil stains, or total petroleum hydrocarbon (TPH) concentrations exceeding 5,000 parts per million (ppm).
- The contaminated soil is not considered a hazardous waste pursuant to Federal and State laws.

**(k)** All soil that is reused onsite or offsite shall be included in the Closeout Report. The report shall include, at a minimum, a copy of the signed agreement from the receiving facility accepting the soil, a copy of the soil test results, the quantity of soil received by the facility, a location map of the reused soil including GPS coordinates of its limits, the depth and thickness of the soil's placement, a brief description of the purpose of the soil's re-use, and photos of the site conditions after placement has been completed.

**(2) Groundwater Management**

Soil and groundwater may be impacted by petroleum hydrocarbons, dissolved metals, and/or pesticides, and may be encountered during soil excavation.

- (a)** The disturbance of contaminated groundwater shall be performed in accordance with the approved Work Plan and the Site-Specific EHMP, where applicable. HDOH HEER Office will determine whether additional sampling is required.
- (b)** If contaminated groundwater is uncovered at a previously unknown source or site on the project, the Contractor shall immediately notify the DOT Engineer and HDOH HEER Office of its discovery. Provide a location map with GPS coordinates and

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approximate depth of the groundwater (bgs) at which the discovery was encountered.

- (c) During excavation and disturbance of impacted groundwater, all workers, supervisory personnel, subcontractors and consultants must take precautionary measures as necessary to prevent exposure of the workers and the general public to COCs and inhalation of associated vapors. Free product, sheen, and impacted groundwater must be managed properly.
- (d) Groundwater that exhibits evidence of possible contamination, i.e., odor, visual sheen, free product, coloration, and PID measurement, shall be properly stored when removed from the ground. Storage devices shall be watertight and leak-free to prevent discharge of the water into the surrounding ground, drainage system, and surface waters.
- (e) When disconnecting pipes and hoses from storage devices and equipment, residual waters contained in the pipes and hoses shall also be prevented from discharging into the surrounding ground, drainage system, and surface waters.
- (f) Representative water samples shall be taken and tested in accordance with Federal and State guidelines, standards, and regulations.
- (g) If free product is present in the extracted groundwater, it must be separated from the groundwater, profiled, and disposed of at an HDOH approved recycling/disposal facility. Free product shall not be moved from one excavation to another. Engineering measures shall be taken to prevent the transfer of the free product during dewatering. Under no circumstances shall water contaminated with free product be discharged from a dewatering pit.
- (h) At least once daily, remove oil observed floating on the groundwater during excavation activities using a vacuum truck, absorbent pad, or other methods approved by HDOH HEER Office. Excavations shall not be backfilled until the floating oil is removed to the maximum extent practicable, which is when further use of vacuum trucks, absorbent pads, or other

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approved methods do not result in further floating oil removal. Backfilling of any excavation shall not occur without concurrence from DOTD and HDOH HEER Office.

(i) Avoid any releases of contaminated groundwater to surface water bodies or areas beyond the work area.

(j) Groundwater shall only be re-infiltrated in the ground with the prior approval of DOTD and HDOH HEER Office, and subject to the following conditions:

- Within 200-feet of its original location or source and returned to the same aquifer which is not a current or potential drinking water source. Re-infiltration shall not contaminate uncontaminated areas.
- More than 150 meters from surface waters, drainage features, and drainage structures.
- Groundwater does not contain any gross contaminants.
- If petroleum free product is present in the groundwater, the free product shall be removed prior to transfer of the groundwater to the re-infiltration site. Free product shall be removed at least once daily until no free product is observed after 24 hours. The free product shall be disposed at an HDOH-approved facility.
- Groundwater is not considered a hazardous waste pursuant to Federal and State law.
- Re-infiltration shall be conducted at a slow enough rate so that it does not flow past the designated infiltration area, enter storm drains, or impact surface water in the area.
- If discharging to a re-infiltration trench, the trench must not be an underground injection control (UIC) well by HDOH's Safe Drinking Water Branch (SDWB) definitions. If some part of the trench system is deemed to be a UIC well, then the whole system shall be considered an injection well.

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- Advance clearance from HDOH SDWB is required if a re-infiltration trench is deeper than 10 feet.
- If a UIC well is used for re-infiltration, the Contractor is responsible to obtain the necessary permits, including, but not limited to, HDOH's UIC Permit. The Contractor shall meet and comply with all permit requirements, including, but not limited to, well construction, placement, use, and closure.

(k) Under circumstances where contaminated groundwater cannot be re-infiltrated, proper disposal must be conducted with the prior approval of the DOT, HDOH SDWB, HDOH Solid and Hazardous Waste Branch (SHWB), and HDOH HEER Office. This is also subject to the following conditions:

- Discharge to the local or municipal sanitary sewer system after acquiring appropriate permit(s) from City and County (if applicable and if allowable by the receiving governmental agency) prior to discharge. If discharge water was generated within contaminated areas, additional coordination with HDOH HEER Office is required, and Aquatic Habitat Criteria (Chronic Toxicity) shall apply to discharge within these areas, in addition to any criteria applicable to the National Pollutant Discharge Elimination System (NPDES) permit or pretreatment facility. Water discharged to a sanitary sewer may be required to meet Water Quality Standards.
- Notification to the appropriate agencies and other pertinent information related to the discharge must be provided upon request.
- The Contractor is responsible for the legal disposal or discharge of any groundwater that is not re-infiltrated, and shall provide the DOT with copies of waste manifests.
- For any groundwater hauled off Airport property, the Contractor shall have representative samples taken and tested in accordance with HDOH guidelines, standards, and regulations. A copy of the groundwater test result shall be submitted to

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DOTH. The groundwater shall not be disposed offsite without the approval of DOTH and the HDOH permitted facility that is receiving the groundwater. Furnish documentation from the receiving facility indicating that they acknowledge the groundwater test results, including their approval to dispose the groundwater at their facility.

**(3) Release Reporting.**

Encountering previously unknown, suspected, or confirmed contaminated soil or groundwater during subsurface construction activities is considered a release and shall be reported to HDOH HEER Office (phone: 808-586-4249, or after hours at 808-236-8200). Copies of the HDOH Release Report, HDOH issued Release Number, and email correspondence (if applicable), shall be furnished to the DOTH Engineer and DOTH.

- (a)** Upon the discovery of contaminated soil and/or groundwater, the Contractor shall immediately notify the DOTH Engineer, DOTH, and HDOH HEER Office.
- (b)** A reportable release of hazardous substances or contaminated soil or groundwater may be indicated by, but not limited to, any of the following:
  - A petroleum sheen on the groundwater in an excavation.
  - Any free product that appears on groundwater.
  - Visual or olfactory evidence of contamination (e.g., unusual discoloration, buried containers, fumes, unknown liquids).
- (c)** Comply with DOTH and HDOH HEER Office requirements. A written report shall be provided to the HDOH HEER Office.
- (d)** If free product is encountered, report the release in accordance with HAR § 11-451.

Releases that occur during construction activities or releases due to unforeseen events (spill) shall also be reported.

- (a)** Report all spills to immediately to DOTH Engineer, and appropriate regulatory agencies.

- 701 (b) In the event of a release of a hazardous substance  
702 that causes an imminent threat to human health or the  
703 environment, the first call shall be to 911.  
704
- 705 (c) Small spills of petroleum or hazardous substances  
706 (less than 25 gallons) which are capable of being  
707 cleaned up within 72 hours and do not threaten  
708 ground or surface waters shall be cleaned up  
709 immediately.  
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- 711 (d) Report spills of a certain size (e.g., volume of greater  
712 than 25 gallons or not contained within 72 hours), per  
713 HAR § 11-451, to HDOH HEER Office and the  
714 National Response Center immediately. Comply with  
715 the HDOH HEER Office requirements. A written  
716 report shall be provided to the HDOH HEER Office  
717 within 30 calendar days of a Reportable Quantity spill  
718 cleanup.  
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- 720 (e) Any spill that enters a body of water, onto an  
721 adjoining shoreline, or discharges into the storm drain  
722 system, HDOH CWB must also be immediately  
723 notified and the National Response Center notified  
724 within 24 hours. Report significant spills to the U.S.  
725 Coast Guard.  
726
- 727 (4) Final Cleanup.  
728
- 729 (a) When work which disturbs contaminated soil has  
730 been completed, the State will visually inspect the  
731 work area for evidence of contaminated materials and  
732 direct the Contractor to clean and remove remaining  
733 contaminated materials. The Contractor shall not  
734 dismantle the work area boundaries prior to  
735 authorization by the State.  
736
- 737 (b) Any equipment which contacts contaminated  
738 materials shall be cleaned with a water spray  
739 immediately upon completion of work. The wash  
740 location shall be located immediately adjacent to the  
741 contaminated area. All wash water and solid waste  
742 shall be disposed of in accordance with the Work  
743 Plan. The wash water shall not be allowed to  
744 discharge into the drainage system and surface  
745 waters.  
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- 747 (5) Air Monitoring.

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- (a) Air monitoring shall be conducted when petroleum-contaminated soil (PCS), contaminated groundwater, free product, or chlorinated solvents (e.g., PCE, TCE, etc.) is present in an excavated area. The monitoring shall include both work area and perimeter measurements of volatile organic compound (VOC) vapors. Appropriate response actions shall be taken in conformance to Federal and State regulatory requirements and guidelines. The response actions shall include ensuring that on-site workers have the appropriate level of PPE and the general public is not affected adversely.
- (b) Air monitoring shall be conducted with a conventional photoionization detector (PID) to measure total VOC vapor concentrations. If high levels of benzene are anticipated, an Ultra-Rae PID, which is benzene-specific, shall also be used.
- (c) If toxic gases are a potential concern, air monitoring of the lower explosive limit (LEL) shall be conducted using a multi-gas meter to determine if a hazardous atmosphere exists.
- (d) Air monitoring shall be conducted for at least three (3) full 8-hour shifts to establish a negative exposure assessment for worker's exposure to airborne contaminants. After the establishment of the negative worker's exposure, periodic monitoring shall be conducted once every seven (7) calendar days to document worker exposure for the duration of the contaminated soil work.
- (e) Work area and perimeter air monitoring shall be conducted throughout the entire duration of the contaminated soil work to ensure unprotected personnel are not exposed above permissible exposure limits at all times. If the outside boundary levels are at or exceed permissible exposure limits, work shall be stopped, and the Contractor's Qualified Environmental Professional and DOTD Engineer shall be immediately contacted to address the situation causing the increased levels.
- (f) Submit air sampling results to the DOTD Engineer within five (5) calendar days after the samples are

795 collected, signed by the testing laboratory employee  
796 performing the air monitoring.

797  
798 **(D) Post-Construction Requirements**  
799

800 **(1)** Submit a Close-out Report within 30 calendar days after  
801 work is complete.

802  
803 **(a)** A signed certificate stating that the removal and  
804 disposal of all contaminated materials were  
805 completed in accordance with the Contractor's  
806 approved Work Plan and C-EHMP, and all applicable  
807 Federal, State, and local rules and regulations.

808  
809 **(b)** All testing, laboratory results, and reports for any soil,  
810 groundwater, soil vapor, and other samplings taken.

811  
812 **(c)** All disposal forms, waste manifests, and summary  
813 logs.

814  
815 **(d)** Any results from project air monitoring.

816  
817 **(e)** Record of Field Observations, including location map  
818 with GPS coordinates, limits, and depths of any  
819 contaminated media (soil, groundwater, etc.) that  
820 were encountered at previously unknown source or  
821 sites on the project. Include a copy of the completed  
822 Hawaii Hazardous Substance Written Follow-up  
823 Notification form that was submitted to HDOH and all  
824 other associated documents.

825  
826 **(f)** If any contaminated soil was re-used onsite (within  
827 the construction site boundaries), at a minimum,  
828 include the following:

- 829  
830
- 831 • Copies of the test results of the soil sampling.
  - 832 • The quantity of soil that is re-used on-site.
  - 833 • Location map of the re-used soil. Include GPS  
834 coordinates of its limits, if the area is accessible.
  - 835 • A brief description of the purpose of the re-used  
836 soil (e.g., general fill, utility trench backfill material,  
837 etc.). Include the depth and thickness of its  
838 placement.
  - 839 • Photos of the site after placement of the re-use  
soil has been completed.



- 840 (g) If any contaminated soil was removed offsite, at a  
 841 minimum, include the following:  
 842  
 843 • A copy of the signed agreement from the receiving  
 844 facility acknowledging the test result of the soil  
 845 samples and indicating acceptance of the soil for  
 846 reuse.  
 847 • Copies of the test results of the soil sampling.  
 848

849 The Close-out Report shall be generated for each individual  
 850 contaminated media (i.e., soil, groundwater, etc.) and shall include  
 851 all appropriate documentation, as listed above. The Close-out  
 852 Reports for each contaminated media can be submitted separately  
 853 or combined in a 3-ring binder with divider tabs.  
 854

855 **230.04 Measurement.**  
 856

857 (A) Management of contaminated media anticipated to be encountered  
 858 during excavation activities associated with this project. This  
 859 includes, but is not limited to, all labor, materials and equipment  
 860 deemed necessary for the identification of, removal, temporary  
 861 storage, testing, handling, soil backfilling and management of  
 862 contaminated media.

863 (B) The Engineer will only measure contaminated soil handling  
 864 required and requested by the Engineer on a force account basis in  
 865 accordance with Subsection 109.06 – Force Account Provisions  
 866 and Compensation.

867 **230.05 Payment.**  
 868

869 Engineer will pay for accepted pay items listed below at contract price per  
 870 pay unit, as shown in the proposal schedule. For ALLOWANCE items in  
 871 the Proposal Schedule, the allowance is an estimate and the amount shall  
 872 not exceed the maximum amount shown in the Proposal Schedule.  
 873 Payment shall be the actual cost as invoiced by the Contractor and  
 874 approved by the DOTH Engineer. The Contractor shall be allowed to  
 875 include overhead, profit, insurance and/or other mark-ups.  
 876

<b>Pay Item</b>	<b>Pay Unit</b>
Contaminated Soil Handling	Force Account

881  
 882 **Should the DOTH receive reports of any illegal dumping of material,**  
 883 **and if illegal dumping is confirmed to have occurred, the DOTH will**  
 884 **assess a Liquated Damage amount of \$5,000 per truck per day, until**

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**the illegal dumped material has been cleaned up or the incident has been remedied to the HDOH's concurrence. The Contractor shall not be entitled to recover any Liquidated Damages assessed, even after the non-compliance has been corrected.**

**The Contractor shall also be responsible for all citations, fines, and penalties levied by HDOH or EPA against the State due to the Contractor's failure to properly manage contaminated medias, including non-compliance with the Site-Specific C-EHMP, or C-EHMP Addendum.** The Contractor shall reimburse the State within 30 calendar days for the full amount of outstanding cost that the State has incurred, or the State shall deduct all incurred costs from the Contractor's monthly progress payments.

If the Contractor fails to satisfactorily address the non-compliance item, DOTM reserves the right to employ outside assistance or use the State's own labor forces to provide necessary corrective measures. The Contractor shall be fully responsible for all cost and time. The State shall charge the Contractor such incurred costs plus any associated project engineering costs and shall make appropriate deductions from the Contractor's monthly progress payment.

**END OF SECTION 230**

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

2  
3    Make the following amendments to said Sections:

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

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

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

16  
17   **“301.04            Measurement.**

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

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

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

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

33

<b>Pay Item</b>	<b>Pay Unit</b>
<b>(A)</b> Hot Mix Asphalt Base Course	Lump Sum

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

44  
45  
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<b>Table 301.05-1 – Sliding Scale Pay Factor</b>	
<b>Percent Compaction</b>	<b>Percent Payment</b>
92.0 or greater	100
90.0 – 91.9	80
<90.0	Removal

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**END OF SECTION 301**



1                                   **SECTION 305 – AGGREGATE SUBBASE COURSE**

2  
3    Make the following amendments to said Section:

4  
5    **(I)**    Amend **305.04 – Measurement** by revising lines 54 to 55 to read as  
6 follows:

7  
8    **“305.04        Measurement.**

9  
10       **(A)**    Aggregate subbase will be paid on a lump sum basis.  
11        Measurement for payment will not apply.”

12  
13   **(II)**    Amend **305.05 – Payment** by revising lines 57 to 66 to read as follows:

14  
15   **“305.05        Payment.**    The Engineer will pay for the accepted aggregate  
16 subbase at the contract price per pay unit, as shown in the proposal schedule.  
17 Payment will be full compensation for the work prescribed in this section and the  
18 contract documents.

19  
20        The Engineer will pay for the following pay item when included in the  
21 proposal schedule:

22

<b>Pay Item</b>	<b>Pay Unit</b>
<b>(A)</b> Aggregate Subbase	Lump Sum”

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31                                   **END OF SECTION 305**

1 **Amend Section 401- HOT MIX ASPHALT (HMA) PAVEMENT to read as follows:**

2  
3 **“SECTION 401 – HOT MIX ASPHALT (HMA) PAVEMENT**

4  
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

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requirements of Subsection 703.09 - Aggregate for Hot Mix Asphalt 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.

<b>TABLE 401.02-1 - LIMITS OF COMPACTED LIFT THICKNESS AND ASPHALT CONTENT</b>				
<b>MIX NO.</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
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.



<b>TABLE 401.02-2 - JOB-MIX FORMULA DESIGN CRITERIA</b>	
<b>Hveem Method Mix Criteria (AASHTO T 246 and AASHTO T 247)</b>	
Stability, minimum	37
Air Voids (percent) <sup>1</sup>	3 - 5
<b>Marshall Method Mix Criteria (AASHTO T 245)</b>	
Compaction (number of blows each end of specimen)	75
Stability, minimum (pounds)	1,800
Flow (x 0.01 inch)	8 - 16
Air Voids (percent) <sup>1</sup>	3 - 5
<b>Notes:</b>	
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).

<b>TABLE 401.02-3 - MINIMUM PERCENT VOIDS IN MINERAL AGGREGATES (VMA)</b>					
Nominal Maximum Particle Size, (Inches)	1-1/2	1	3/4	1/2	3/8
VMA, (percent) <sup>1</sup>	11.0	12.0	13.0	14.0	15.0
<b>Notes:</b>					
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.

- 96 (5) Source of aggregate.
- 97
- 98 (6) Grade of asphalt binder.
- 99
- 100 (7) Test data used to develop job-mix formula.
- 101

102 Except for item (4) in this subsection, if design requirements are  
 103 modified after the Engineer accepts job-mix formula, submit new job-mix  
 104 formula before using HMA produced from modified mix design. Submit any  
 105 changes to the design temperature of mixture at point of discharge for  
 106 acceptance by the Engineer.

107  
 108 Submit a certificate of compliance for the asphalt binder, accompanied  
 109 by substantiating test data from a certified testing laboratory.

110  
 111 **(D) Range of Tolerances for HMA.** Provide HMA within allowable  
 112 tolerances of accepted job mix formula as specified in Table 401.02-4 -  
 113 Range of Tolerances HMA. These tolerances are not to be used for the  
 114 design of the job mix, they are solely to be used during the testing of the  
 115 production field sample of the HMA mix.

116

<b>TABLE 401.02-4 - RANGE OF TOLERANCES HMA</b>	
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

117  
 118 The tolerances shown are the allowable variance between the physical  
 119 characteristics of laboratory job mix submitted mix design and the production  
 120 or operational mix, i.e., field samples.

121  
 122 **401.03 Construction.**

123  
 124 **(A) Weather Limitations.** Placement of HMA shall not be allowed under  
 125 the following conditions:

- 126
- 127 (1) On wet surfaces, e.g., surface with ponding or running water,  
 128 surface that has aggregate or surface that appears beyond surface  
 129 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.

**(3) Asphalt Pavers.** Use asphalt pavers that are:

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- (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. 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.

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:

348  
349 **(a)** It does not contaminate HMA with cleaning material.

350  
351 **(b)** Clean hand tools over catch pan with capacity to hold all

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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.
3. An auger mixing system in one of the following: the MTV storage bin, or paver hopper insert, or paver



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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.

Once adjustments are made, repeat measurement procedure for the next two placements to verify that material

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placed by paver meets specified temperature requirements. Terminate paving if temperature profile requirements are not met during repeated measurement procedure. If equipment fails to meet requirements after measurement procedure is repeated once, replace equipment before conducting any further temperature profile measurements

The Engineer may perform surface temperature profile measurements at any time during project. The Engineer may in lieu of a hand-held infrared temperature device use an infrared camera or device that is capable of measuring temperatures to locate cold spots. If such cold spots exist, the Engineer may require adjustments to the MTV.

If bleeding or fat spots occur in the pavement adjust means and methods to eliminate such pavement defects and perform remedial repair to pavement acceptable to the Engineer. Bleeding is defined as excess binder occurring on the surface of the pavement. It may create a shiny, glass-like, reflective appearance and may be tacky to the touch. Fat spots are localized bleeding.

**(d) Transport.**

**1. Trailered MTV.** Transport MTV by means of truck-tractor/trailer combination in accordance with Chapter 104 of Title 19, Department of Transportation, entitled "The Movement by Permit of Oversize and Overweight Vehicles on State Highways".

**2. Crossing Bridges for Self-Powered MTV.** When self-powered MTV exceeds legal axle or total weight limits for vehicles under the HRS, Chapter 291, conform to the following when crossing bridges within project limits unless otherwise indicated in the Contract Documents:

- a. Completely remove mix from MTV.
- b. Move MTV at relatively constant speed not exceeding 5 miles per hour. MTV will not be allowed to stop on bridge.

487 c. No other vehicle or equipment will be  
488 allowed on bridge.

489  
490 d. The MTV shall not attempt to cross a  
491 bridge where the posted load limit is less than or  
492 equal to the weight of the MTV empty.  
493 Permission to cross the bridge shall be obtained  
494 from the Engineer and HWY-DB in writing.  
495

496 **(C) Preparation of Surface.** Clean existing pavement in accordance with  
497 Section 310 - Brooming Off. Apply tack coat in accordance with Section 407  
498 - Tack Coat. Tack coat shall not be applied to surfaces to receive an  
499 application of joint adhesive.  
500

501 Where indicated in the Contract Documents, bring irregular surfaces  
502 to uniform grade and cross section by furnishing and placing one or more  
503 leveling courses of HMA Mix V. Spread leveling course in variable  
504 thicknesses to eliminate irregularities in existing surface. Place leveling  
505 course such that maximum depth of each course, when thoroughly  
506 compacted, does not exceed 3 inches.  
507

508 In multiple-lift leveling course construction, spread subsequent lifts  
509 beyond edges of previously spread lifts in accordance with procedures  
510 contained in current edition of the Asphalt Institute's *Construction of Hot Mix*  
511 *Asphalt Pavements*, Manual Series No. 22 (MS-22) for leveling wedges.  
512

513 Notify the Engineer of existing surfaces that may not be in a condition  
514 that will have enough strength to be a good bonding surface or foundation  
515 and should be removed or have remedial repairs done before new pavement  
516 placement.  
517

518 **(D) Plant Operation.**  
519

520 **(1) Preparation of Asphalt Binder.** Uniformly heat asphalt binder  
521 and provide continuous supply of heated asphalt cement from storage  
522 to mixer. Do not heat asphalt binder above the recommendation of  
523 the supplier for modified binders or above 350 degrees F for neat  
524 binders.  
525

526 **(2) Preparation of Aggregate.** Dry and heat aggregate material  
527 at temperature sufficient to produce design temperature of job-mix  
528 formula. Do not exceed 350 degrees F. Adjust heat source used for  
529 drying and heating to avoid damage to and contamination of  
530 aggregate. When dry, aggregate shall not contain more than 1  
531 percent moisture by weight.

532 For batch plants, screen aggregates immediately after heating

533 and drying into three or more fractions. Convey aggregates into  
534 separate compartments ready for batching and mixing with asphalt  
535 binder.

536  
537 **(3) Mixing.** Measure aggregate and asphalt; or aggregate, RAP,  
538 and asphalt into mixer in accordance with an accepted job-mix  
539 formula. Mix until components are completely mixed and adequately  
540 coated with asphalt binder in accordance with AASHTO M 156.  
541 Percent of coated particles shall be 95 percent when tested in  
542 accordance with AASHTO T 195.

543  
544 **(4) Plant Inspection.** For control and acceptance testing during  
545 periods of production, provide a testing laboratory that meets the  
546 requirements of AASHTO M 156. Provide space, utilities, and  
547 equipment required for performing specified tests.

548  
549 **(E) Spreading and Finishing.** Prior to each day's paving operation,  
550 check screed or strike-off assembly surface with straight edge to ensure  
551 straight alignment and there is no damage or wear to the machine that will  
552 affect performance. Provide screed or strike-off assembly that produces  
553 finished surface without tearing, shoving, and gouging HMA. Discontinue  
554 using spreading equipment that leaves ridges, indentations, or other marks,  
555 or combination thereof in surface that cannot be eliminated by rolling or  
556 affects the final smoothness of the pavement or be prevented by adjustment  
557 in operation.

558  
559 Maintain HMA at minimum 250 degrees F temperature at discharge to  
560 paver. The Engineer shall observe the contractor measuring the temperature  
561 of mix in hauling vehicle just before depositing into spreader or paver or MTV.

562  
563 Deposit HMA in a manner that minimizes segregation. Raise truck  
564 beds with tailgates closed before discharging HMA.

565  
566 Lay, spread, and strike off HMA upon prepared surface. Where  
567 practical, use asphalt pavers to distribute mixture.

568  
569 Where practical, control horizontal alignment using automatic grade  
570 and slope controls from reference line, slope control device. Existing  
571 pavements or features shall not be used for grade control alone.

572  
573 Obtain sensor grade reference, horizontal alignment by using  
574 established grade and slope controls. For subsequent passes, substitution  
575 of one ski with joint-matching shoe riding on finished adjacent pavement is  
576 acceptable. Use of a comparable non-contact mobile reference system and  
577 joint matching shoe is acceptable.

578 Avoid stop-and-go operation. Maintain a constant forward speed of

579 paver during paving operation and minimize other methods that impact  
580 smoothness.

581  
582       Offset longitudinal joint in successive lifts by approximately 6 inches.  
583 Incorporate into paving method an overlap of material of 1-inch +/- 0.5 inches  
584 at the longitudinal joint. The HMA overlap material shall be left alone when  
585 initially placed and shall not be bumped back or pushed back with a lute or  
586 any other hand-held device. If the overlap exceeds the maximum amount,  
587 remove the excess with a flat shovel, allowing recommended amount of  
588 overlap HMA material to remain in place to be compacted. Do not throw the  
589 removed excess HMA material on to the paving mat. The longitudinal joint  
590 in a surface course when total roadway width is comprised of two lanes shall  
591 be near the centerline of pavement or near lane lines when roadway is more  
592 than two lanes in width. The longitudinal joint shall not be constructed in the  
593 wheel path or under the longitudinal lane lines. Make a paving plan drawing  
594 showing how the longitudinal joint will not be located in these areas.

595  
596       Control the horizontal alignment of the longitudinal edge of the HMA  
597 mat being installed so that the edge is parallel to the centerline or has a  
598 uniform alignment, e.g., the edge of the mat is straight line or uniform curve,  
599 no wavy edge, etc. to have a consistent amount of HMA material at the joint.

600  
601       Check the compaction of the longitudinal joint during paving often  
602 enough to ensure that it will meet the compaction requirements.

603  
604       If nuclear gauges and ground penetrating radar are used as the  
605 contractor's quality control method, they shall be properly calibrated and  
606 periodically checked by comparison to cores taken from the pavement. The  
607 use of sand as an aid in properly seating the gauge may also be considered  
608 for improving the accuracy of the gauge.

609  
610       In areas where irregularities or unavoidable obstacles make use of  
611 mechanical spreading and finishing equipment impracticable, spread, rake,  
612 and lute mixture by hand tools. For such areas, deposit, spread evenly, and  
613 screed mixture to required compacted thickness.

614  
615       Demonstrate competence of personnel operating grade and crown  
616 control device before placing surface courses. If automatic control system  
617 becomes inoperative during the day's work, the Engineer will permit the  
618 Contractor to finish day's work using manual controls. The Engineer may  
619 also allow additional HMA to be ordered and placed using manual controls if  
620 it will provide a safer work site for the public to travel through. Do not resume  
621 work until automatic control system is made operative. The Engineer may  
622 waive requirement for electronic screed control device when paving gores,  
623 shoulders, transitions, and miscellaneous reconstruction areas where the  
624 use of the devices is not practical.

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When production of HMA can be maintained and when practicable, use pavers in echelon shall be used to place surface course in adjacent lanes.

At the end of each workday, HMA pavement that is open to traffic shall not extend beyond the panel of the adjacent new lane pavement by more than the distance normally placed in one workday. At end of each day's production, construct tapered transitions along all longitudinal and transverse pavement drop-offs; this shall apply to areas where existing pavement is to meet newly placed pavement. Use slopes of 6:1 for longitudinal taper transitions and 48:1 for transverse tapered transitions. Maximum drop-off height along the joints shall be 2 inches. Also, using a 48:1 slope provides a taper around any protruding object, e.g., manholes, drain boxes, survey monuments, inlets, etc., that may be above pavement surface when opened to the public. If the object is below the surface of the pavement then fill the depression until it is level with the surrounding pavement or raise depressed objects to the finish grade of the placed pavement. Remove and dispose of all transition tapers before placing adjoining panel or next layer of HMA. Notify traveling public of pavement drop-offs or raised objects with signs placed in every direction of traffic that may use and encounter pavement drop-offs or protruding objects or holes.

Use the same taper rates for areas where there is a difference in elevation due to construction work.

At end of each workweek, complete full width of the roadway's pavement, including shoulders, to same elevation with no drop-offs.

**(F) Compaction.** Immediately after spreading and striking off HMA and adjusting surface irregularities, uniformly compact mixture by rolling.

Initiate compaction at highest mix temperature allowing compaction without excessive horizontal movement. Temperature shall not be less than 220 degrees F.

Finish rolling using tandem roller while HMA temperature is at or above 175 degrees F.

On superelevated curves, begin rolling at lower edge and progress to higher edge by overlapping of longitudinal trips parallel to centerline.

If necessary, repair damage immediately using rakes and fresh mix. Do not displace line and grade of HMA edges during rolling.

Keep roller wheels properly moistened with water or water mixed with

671 small quantities of detergent. Use of excess liquid, diesel, and petroleum-  
672 based liquids will not be allowed on rollers.

673  
674 Along forms, curbs, headers, walls and other places not accessible to  
675 rollers, compact mixture with hot hand tampers, smoothing irons, or  
676 mechanical tampers. On depressed areas, trench roller or cleated  
677 compression strips under roller may be used to transmit compression.

678  
679 Before the start of compaction or during compaction or both remove  
680 pavement that is loose, broken, or contaminated, or combination thereof;  
681 pavement that shows an excess or deficiency in asphalt binder content; and  
682 pavement that is defective in any way. Replace with fresh HMA pavement of  
683 same type, and compact. Remove and replace defective pavement and  
684 compact at no increase in contract price or contract time.

685  
686 Operate rollers at slow and uniform speed with no sudden stops. The  
687 drive wheels shall be nearest to the paver. Continue rolling to attain specified  
688 density and until roller marks are eliminated.

689  
690 Rollers shall not be parked on the pavement placed that day or shift.

691  
692 **(1) HMA Pavement Courses One and a Half Inches Thick or**  
693 **Greater.** Where HMA pavement compacted thickness indicated in the  
694 Contract Documents is 1-1/2 inches or greater, compact to not less  
695 than 93.0 percent nor greater than 97.0 percent of the maximum  
696 specific gravity determined in accordance with AASHTO T 209,  
697 modified by deletion of Supplemental Procedure for Mixtures  
698 Containing Porous Aggregate.

699  
700 Place HMA pavement in individual lifts that are within minimum  
701 and maximum allowable compacted thickness for various types of  
702 mixture as specified in Table 401.02-1 - Limits of Compacted Lift  
703 Thickness and Asphalt Content.

704  
705 **(2) HMA Pavement Courses Less Than One and a Half Inches**  
706 **Thick.** Where HMA pavement compacted thickness indicated in the  
707 contract documents is less than 1-1/2 inches, compaction to a  
708 specified density will not be required.

709  
710 Use only non-vibratory, steel-tired, tandem roller. Roll entire  
711 surface with minimum of two roller passes. A roller pass is defined as  
712 one trip of the roller in one direction over any one spot.

713  
714 For intermediate rolling, roll entire surface with minimum of four  
715 passes of roller.

717 Finish rolling using steel-tired, tandem roller. Continue rolling  
718 until entire surface has been compacted with minimum of three passes  
719 of roller, and roller marks have been eliminated.

720  
721 Do not use rollers that will excessively crush aggregate.

722  
723 **(3) HMA Pavement Courses One and a Half Inches Thick or**  
724 **Greater In Special Areas Not Designated For Vehicular Traffic.**

725 For areas such as bikeways that are not part of roadway and other  
726 areas not subjected to vehicular traffic, compact to not less than 90.0  
727 percent of maximum specific gravity determined in accordance with  
728 AASHTO T 209, modified by deletion of Supplemental Procedure for  
729 Mixtures Containing Porous Aggregate. Increase asphalt content by  
730 at least 0.5 percent above that used for HMA pavements designed for  
731 vehicular traffic. Paved shoulders shall be compacted in the same  
732 manner as pavements designed for vehicular traffic.

733  
734 **(G) Joints, Trimming Edges and Utility Marking.** At HMA pavement  
735 connections to existing pavements, make joints vertical to depth of new  
736 pavement. Saw cut existing pavement and cold plane in accordance with  
737 Section 415 - Cold Planing of Existing Pavement to depth equal to thickness  
738 of surface course or as indicated in the Contract Documents.

739  
740 At HMA connections to previously placed lifts, form transverse joints  
741 by cutting back on previous run to expose full depth of course. Dispose of  
742 material trimmed from edges. Protect end of freshly laid mixture from rollers.

743  
744 Before and after paving, identify and mark location of existing utility  
745 manholes, valves, and handholes on finished surface. Adjust existing frames  
746 and covers and valve boxes to final pavement finish grade in accordance with  
747 Section 604 - Manholes, Inlets and Catch Basins and Section 626 - Manholes  
748 and Valve Boxes for Water and Sewer Systems.

749  
750 **(1) Longitudinal joints.** Submit for review the means and methods  
751 that will be used to install longitudinal joints at the required compaction  
752 and density. Compact longitudinal joints to be not less than 91.0  
753 percent of the maximum specific gravity determined in accordance  
754 with AASHTO T 209, modified by deletion of Supplemental Procedure  
755 for Mixtures Containing Porous Aggregate. Verify the compaction of  
756 the longitudinal joints meets requirements by using non-destructive  
757 testing methods during paving and submit the results on the daily  
758 quality control test reports.

759  
760 Test for compaction and density regardless of layer thickness.  
761 Compaction and density of the longitudinal joint shall be determined by using  
762 six-inch diameter cores. For longitudinal joints made using butt joints cores



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shall be taken over the joint with half of the core being on each side of the joint. For longitudinal joints using notched wedge joints, center core over the center of the wedge so that 50 percent of the material is from the most recently paved material and the remaining 50 percent of the core is from the material used to pave the previous layer. One core shall be taken at a maximum frequency of every 1,500 lineal feet (LF) of the second side of the longitudinal joint and any fraction of that length for each day of paving with a minimum of one core taken for each longitudinal joint per day. Cores taken for the testing of the longitudinal joint may be used to determine pavement thickness.

When the longitudinal joints are found to have less than 91.0 percent of the maximum specific gravity, overband all longitudinal joints within the entire lot represented by the non-compliant core, PG binder seal coat, or other type of joint enrichment accepted by the Engineer. The overband shall not decrease the skid resistance of the pavement under any ambient weather condition. Submit overband material's catalog cuts, test results and application procedure for review and acceptance by the Engineer before use. Center the overband over the longitudinal joint. The overband shall be placed in a uniform width and horizontal alignment. The overband shall have no holidays or streaking in its placement. The width of the overband shall be based on how the longitudinal joint was constructed or as directed by the Engineer. If a butt joint is used, the overband width shall be a minimum of 12-inches. For notch wedge or wedge joints the overband width shall be the width of the wedge plus an additional six-inches minimum. Replace any pavement markings damaged or soiled by the overband remedial repair process.

For longitudinal joints that have a compaction of less than 89 percent of the maximum specific gravity; removal may be required by the Engineer instead of overbanding the non-compliant joint.

Persistent low compaction results may be cause to suspend work and remove non-conforming work. During the suspension of paving, revise means and methods used in constructing longitudinal joints and submit to the Engineer for review and acceptance. Suspension may occur when:

- (1) Two or more longitudinal joints tests fail to meet the minimum compaction
- (2) One sample reveals that the joint compaction is 89 percent or less.

805 **(H) HMA Pavement Samples.** Obtain test samples from compacted  
806 HMA pavement within 72 hours of lay down. Provide minimum 4-inch  
807 diameter cores consisting of undisturbed, full-depth portion of compacted  
808 mixture taken at locations designated by the Engineer in accordance with the  
809 “Sampling and Testing Guide for Acceptance and Verification” in Hawaii DOT  
810 Highways Division, *Quality Assurance Manual for Materials*, Appendix 3.  
811 Cores shall be taken in the presence of the Engineer. Turn cores over to  
812 Engineer immediately after cores have been taken.

813  
814 For pavement samples for longitudinal joints provide 6-inch diameter  
815 cores minimum. For pavement samples for other than longitudinal joints  
816 4-inch diameter cores minimum shall be taken. All cores shall consist of  
817 undisturbed, full-depth of the lift of the compacted mixture taken at locations  
818 designated by the Engineer in accordance with the “Sampling and Testing  
819 Guide for Acceptance and Verification” in Hawaii DOT Highways Division,  
820 *Quality Assurance Manual for Materials*, appendix 3.

821  
822 Cores that separate shall indicate to the Engineer that there is  
823 insufficient bonding of layers. Modify the previously used paving means and  
824 methods to prevent future debonding of layers. Debonding of a core sample  
825 after adjustment of the Contractor’s methods will be an indication of  
826 continued non-conforming work and the Engineer may direct removal of the  
827 layer at no additional cost or contract time.

828  
829 Restore HMA pavement immediately after obtaining samples. Clean  
830 core hole and walls of all deleterious material that will prevent the complete  
831 filling of the core hole and the bonding of the new HMA to the existing. Apply  
832 tack coat to vertical faces of sample holes. Fill sampled area with new HMA  
833 pavement of same type as that removed. If hand compaction is used; fill in  
834 layers not exceeding the minimum thickness stated in Table 401.02-1 - Limits  
835 of Compacted Lift Thickness And Asphalt Content. Compact each layer to  
836 compaction requirements. If Mechanical Compaction methods are used, then  
837 layers may be the maximum layer thickness stated in Table 401.02-1 - Limits  
838 of Compacted Lift Thickness And Asphalt Content. Using tires or hand  
839 tamping to compact the HMA material to restore the pavement shall not be  
840 considered as mechanical compaction.

841  
842 Only sample and test leveling course if 1-1/2 inches or greater. No  
843 compaction requirements for less than 1-1/2 inches.

844  
845 **(I) HMA Pavement Thickness Tolerances.**

846  
847 Thickness of finished HMA pavement shall be within 0.25 inch of  
848 thickness indicated in the Contract Documents. Pavement not meeting the  
849 thickness requirements of the Contract Documents may be required by the  
850 Engineer to be removed and replaced.

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Corrective methods taken on pavement exceeding specified tolerances, e.g., insufficient thickness by methods accepted by the Engineer, including removal and replacement, shall be at no increase in contract price or contract time.

The checking of pavement thickness shall be done after all remedial repairs, e.g., smoothness compliance repairs, compaction, have been completed, reviewed, and accepted by the Engineer.

**(J) Quality Control Using New Technology.** The Engineer and MTRB reserves the right to utilize new technology and methods to improve the detection of noncompliant work on the project. The technology or method may be used to locate defects in the work, e.g., ground penetrating radar to locate delaminations, moisture damage, thin sections, voids, non-compliant compaction, other non-destructive testing to locate flaws. The defect will be verified by the methods stated in the Contract Documents or by other established conventional means. If the technology or method has already been accepted elsewhere or has standardized testing procedures the results may be judged acceptable by the Engineer and no further testing will be required. These new technologies and methods may be used for the selection of sampling locations.

**(K) Protection of HMA Pavement.** Except for construction equipment directly connected with paving operations, keep traffic off HMA pavement.

Protect HMA pavement from damage until it has cooled and set.

Do not refuel equipment or clean equipment or hand tools over paved surfaces unless catch pan or device that will contain spilled fuel and other products is provided. After completion of refueling or cleaning, remove catch pan or device without spilling any of the collected content.

Do not park roller or other paving equipment on HMA pavement paved within 24 hours of laydown.

**(L) Pavement Joint Adhesive**

**(1) Pavement Joint Adhesive on Joints.** Use on all asphalt pavement construction where joints are formed at such locations but not limited to the following:

**(a)** Adjacent asphalt pavements, e.g., trafficked lanes, shoulders, etc.

**(b)** Asphalt pavement and adjacent concrete pavement or

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curb and gutter or any other surface where the bonding of the asphalt pavement and concrete surface is desired,

**(c)** Transverse joints between asphalt pavements not placed at the same time or if the pavement’s temperature on one side of the joint is below the minimum temperature the mix can be at, during asphalt pavement compaction or installation.

**(d)** Cut face of an existing pavement where it will have new HMA pavement placed against it, e.g., utility trenches, partial or full depth repairs, etc.

Pavement joint adhesive is not required on a longitudinal construction joint between adjacent hot mix asphalt pavements formed by echelon paving. Echelon paving is defined as paving multiple lanes side-by-side with adjacent pavers slightly offset at the same time.

A longitudinal construction joint between one shift’s work and another shall have pavement joint adhesive applied at the joint. Any longitudinal construction joint formed, with the temperature on one side of the joint that is below the minimum temperature the mix can be when compacted to contract requirements during asphalt pavement installation, shall have pavement joint adhesive applied at the joint.

**(2) Material requirements.** Asphalt joint adhesive shall meet requirements as specified in Table 401.03-1 - Asphalt Joint Adhesive Specifications.

<b>TABLE 401.03-1 – ASPHALT JOINT ADHESIVE SPECIFICATIONS</b>		
<b>TEST</b>		<b>SPECIFICATION</b>
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

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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.

**(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.

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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.

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. Lay the straightedge in a direction perpendicular to the centerline.

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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.
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.

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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 as shown in Table 401.03-2 – Pavement Smoothness Categories:

<b>TABLE 401.03-2 – PAVEMENT SMOOTHNESS CATEGORIES</b>		
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 opportunity for improving ride	Shall not exceed 75 in/mi

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An opportunity for improving ride is considered as one (1) lift of asphalt pavement, including but not limited to HMAB, HMA, PMA, and SMA.

For the location where a 10-foot manual straightedge is required, the surface shall not vary more than 3/16 inch from the lower edge of a straightedge.

No pre-final inspection, final inspection, and substantial completion granted will be made until the pavement meets smoothness requirement and all required profile reports are submitted to the Engineer and MTRB and are accepted.

**(O) Request for Profile Testing by the Department.**

For Type C, prior to pavement activities, the Engineer will measure the smoothness of the existing pavement.

The Contractor shall submit a written request to the Engineer to perform all required profile tests.



1102 The request shall be made at least 30 days before desired testing date  
1103 and shall include an approximate acceptance profile testing date, a plan view  
1104 drawing of the area to be tested with the limits of the test area highlighted.

1105 The Contractor shall reimburse HDOT for any incurred cost related to  
1106 any Contractor-caused cancellation or a deduction to the monthly payment  
1107 will be made.

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1109 **(P) Department Requirements for Profile Testing.** When a request for  
1110 testing is made, the requested area to be tested shall be 100% of the total  
1111 area indicated to be paved in the Contract Documents unless the requirement  
1112 is waived by the Engineer and MTRB.

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1114 Department acceptance surface tests will not be performed earlier  
1115 than 14 days after HMA placement.

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1117 Clean debris and clear obstructions from area to be tested, as well as  
1118 a minimum of 100 feet before and beyond the area to be tested before testing  
1119 starts for use as staging areas. Provide traffic control for all profile testing.

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1121 The Engineer or MTRB or both may cancel the profile testing if the test  
1122 area is not sufficiently clean, traffic control is unsatisfactory, or the area is not  
1123 a safe work environment or test area does not meet Contract Document  
1124 requirements. This canceled profile test will count as one profile test.

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1127 **(Q) Cost of Acceptance Profile Testing by The Department.** The  
1128 Engineer, MTRB, or State's Third-Party Consultant will perform one initial  
1129 profile test, at no cost to the Contractor for each area to be tested.

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1131 The Department's High-Speed Inertial Profiler pavement profile will be  
1132 used to determine if the pavement's profile, i.e., smoothness is acceptable.

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1134 If the profile of the pavement does not meet the requirements of the  
1135 Contract Documents, the Contractor shall perform remedial work, i.e.  
1136 corrective work then retest the area to ensure that the area has the required  
1137 MRI, i.e., smoothness, before requesting another profile test by the Engineer.

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1139 **(1) Additional testing.** Additional testing, by the Department  
1140 beyond the initial test will be performed at cost to the Contractor as  
1141 follows:

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1143 **(a)** \$2,500 per test will be required when Department  
1144 personnel or State's Third-Party Consultant is used.

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1146 **(R) Remedial Work for Pavements.**

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**(1)** Corrective work shall be required for any 25 ft interval with a localized roughness in excess of 160 in/ mi. The Engineer may waive localized roughness requirements for deficiencies resulting from manholes or other similar appurtenances. Adjust manholes or other similar appurtenances so that using a 10-ft. straightedge the area around that manhole or other similar appurtenance shall not have more than 3/16-in. variation between any 2 contacts on the straightedge.

If corrective action is not successful, the Engineer may require continued corrective action, or apply a payment adjustment of \$250 per occurrence.

**(2)** Corrective work shall also be required for any 0.1 mile interval with an average MRI above 95.0 in/mi for Types A and B. For Type A, correct the deficient section to an MRI of 60 in/mi or less. For Type B, correct the deficient section to an MRI of 70 in/mi or less. For Type C, corrective work may be required by the Engineer for 0.1 mile intervals that have an average MRI above the threshold shown in Tables 401.03-4 - Smoothness Pay Disincentives with MRI, and 401.03-5 – Smoothness Pay Disincentives for Percent Improvement, as applicable.

If corrective action does not produce the required improvement, the Engineer may require continued corrective action, or apply payment adjustment as shown in Tables 401.03-4 - Smoothness Pay Disincentives with MRI, and 401.03-5 – Smoothness Pay Disincentives for Percent Improvement.

**(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.

**(6)** If grinding is used on HMA pavement, the surface shall have nearly invisible grinding marks to passing motorist.

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**(7)** 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.

**(8)** The finished repaired pavement surface shall leave no ridges or valleys or fins of pavement other than those allowed below.

**(9)** Remedial repairs shall not leave any drainage structures' inlets higher than the surrounding pavement or alter the Contract Document's drainage pattern.

**(10)** 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.

**(11)** 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.

**(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.

**(12)** Complete corrective work before determining pavement thickness for HMA pavements in accordance with Subsection 401.03(I) – HMA Pavement Thickness Tolerances.

**(13)** 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

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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.

**(14)** Recompacting cold HMA, i.e., HMA that has reached ambient temperature is not an acceptable remedial repair method.

**(15)** Replace all pavement markings damaged or discolored by remedial repairs.

**(16)** 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, 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.

<b>TABLE 401.03-3 –SMOOTHNESS PAY INCENTIVES</b>		
<b>Category</b>	<b>MRI (in/mi)</b>	<b>Pay Adjustment \$ per 0.1 mi</b>
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 – Smoothness Pay Incentives, 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 – Smoothness Pay Disincentives with MRI.
- 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 – Smoothness Pay Disincentives with MRI.
  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 – Smoothness Pay Disincentives for Percent Improvement, 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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<b>TABLE 401.03-4 –SMOOTHNESS PAY DISINCENTIVES WITH MRI</b>		
<b>Category</b>	<b>MRI (in/mi)</b>	<b>Pay Adjustment \$ per 0.1 mi</b>
Type A	60.0- less than 70.0	-\$100
	70.0- less than 75.0	-\$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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<b>TABLE 401.03-5 –SMOOTHNESS PAY DISINCENTIVES FOR PERCENT IMPROVEMENT</b>		
<b>Category</b>	<b>Percent Improvement %</b>	<b>Pay Adjustment \$ per 0.1 mi</b>
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

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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 calculate 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.

**401.04 Measurement.**

**(A)** HMA pavement will be paid on a lump sum basis. Measurement for payment will not apply.

**(B)** Engineer will measure additional State pavement profiling work when applicable on a cost-plus basis as specified in this section and as ordered by Engineer. The Engineer will issue a billing for the pavement profile work done for the time period with the invoices and receipts that the billing was based on attached to the Contractor for each contract item. The Contractor's pavement profile work required in this section will not be measured and will be considered incidental to the various paving items unless stated otherwise.

**401.05 Payment.** The Engineer will pay for the accepted HMA pavement 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.

**(A)** Price and payment in Section 401 – HMA Pavement will be full compensation for all work and materials specified in this Section including furnishing all labor, materials, tools, equipment, testing, pavement profiles and incidentals and for doing all work involved in grinding existing or new pavement, removing residue, and cleaning the pavement, including necessary disposal of residue and furnishing any water or air used in



1386 cleaning the pavement and remedial work needed to conform to the  
1387 requirements of the Contract Documents.

1388  
1389 **(B)** No payment for the Contractor's pavement profile work required in this  
1390 section will be made. The Contractor's pavement profile work shall be  
1391 considered incidental to the various paving items unless stated otherwise.

1392  
1393 **(C)** Engineer will pay or deduct for the following pay items when included  
1394 in proposal schedule:

1395	<b>Pay Item</b>	<b>Pay Unit</b>
1396		
1397		
1398	PMA Pavement, Mix No. IV	Lump Sum

1399  
1400 **(1)** 70% of the contract unit price or the theoretical calculated unit  
1401 price upon completion of submitting a job-mix formula acceptable to  
1402 the Engineer; preparing the surface, spreading, and finishing the  
1403 mixture; and compacting the mixture.

1404  
1405 **(2)** 20% of the contract unit price or the theoretical calculated unit  
1406 price upon completion of cutting samples from the compacted  
1407 pavement for testing; placing and compacting the sampled area with  
1408 new material conforming to the surrounding area; protecting the  
1409 pavement; and compaction acceptance. Maintain temporary  
1410 pavement markings and other temporary work zone items, maintain a  
1411 clean work site.

1412  
1413 **(3)** 10% of the contract unit price or calculate the unit price when  
1414 the final configuration of the pavement markings is in place.

1415  
1416 The Engineer will pay for adjusting existing frames and covers and valve  
1417 boxes in accordance with and under Section 604 – Manholes, Inlets and Catch  
1418 Basins. Adjustments for existing street survey monument frames and covers will be  
1419 paid for as if each were a valve box frame and cover.

1420  
1421 The Engineer may, at his sole discretion, use the sliding scale factor as  
1422 specified in Table 401.05-1 – Sliding Scale Pay Factor for Compaction to accept  
1423 HMA pavements compacted between 90.0 percent and 98.0 percent. If the sliding  
1424 scale factor is used, the Engineer will make payment for the material in that  
1425 production day at a reduced price by multiplying the contract unit price by the pay  
1426 factor. The Engineer is not obligated to allow non-compliant work to remain in place  
1427 and may choose to require removal of the pavement that is less than 93.0 percent  
1428 or greater than 97.0 percent.

1429  
1430 Removal of non-compliant pavement shall be in accordance with Subsection  
1431 105.12 Removal of Non-Conforming and Unauthorized Work.

1432  
1433

<b>Table 401.05-1 – Sliding Scale Pay Factor for Compaction</b>	
<b>Percent Compaction</b>	<b>Percent of Quantity Paid</b>
> 98.0	Removal
>97.0 - 98.0	95
93.0- 97.0	100
90.0 - <93.0	80
<90.0	Removal

1434  
1435 “  
1436  
1437  
1438

**END OF SECTION 401**



1                    **DIVISION 600 - MISCELLANEOUS CONSTRUCTION**

2  
3 Amend **Section 601 - STRUCTURAL CONCRETE** to read as follows:

4  
5                    **SECTION 601 - STRUCTURAL CONCRETE**

6  
7  
8 **601.01 Description.** This section describes structural concrete consisting of  
9 Portland Cement, fine aggregate, coarse aggregate, and water. This will include  
10 adding admixtures for the purpose of entraining air, retarding or accelerating set,  
11 tinting, and other purposes as required or permitted. To reduce the embodied carbon  
12 footprint of concrete, concrete design on the island of Oahu shall include the use of  
13 carbon dioxide mineralization or equivalent technology. Other methods to reduce the  
14 cement content such as use of supplementary cementitious materials (SCMs) or  
15 admixtures such as C-S-H nanoparticle-based strength-enhancing admixture (CSH-  
16 SEA) or equivalent may also be used to reduce the embodied carbon footprint  
17 including the combination thereof the previously mentioned methods.

18  
19 **601.02 Materials.**

20	21 Portland Cement	701.01
22	23 Fine Aggregate for Concrete	703.01
24	25 Coarse Aggregate for Portland Cement Concrete	703.02
26	27 Admixtures	711.03
28	29 Water	712.01

30  
31                    Use coarse aggregate for lightweight concrete conforming to ASTM C330  
32 except Sections 5, 7 and 9.

33  
34 **601.03 Construction.**

35  
36 **(A) Quality Control.** Portland Cement concrete production requires  
37 Contractor responsibility for quality control of materials during handling,  
38 blending, mixing, curing, and placement operations.

39  
40                    Sample, test, and inspect concrete to ensure quality control of  
41 component materials and concrete. Sampling and testing for quality control in  
42 accordance with standard methods shall be performed by certified ACI  
43 Concrete Field Technician Grade I. Perform quality control tests for slump, air  
44 content, temperature, and unit weight during production of structural concrete  
45 other than concrete for incidental construction. Submit quality control test  
46 results.

## 601.03

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

53

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

56

57 The 28-day compressive strength,  $f'_c$ , less than 4,000 psi listed in Table  
58 601.03-1 – Design of Concrete, is for design information and designation of  
59 class only.

60

61 Proportion concrete designated by compressive strength such that  
62 concrete conforms to required strength.

63

64 Class A concrete shall be used when type of concrete is not indicated in  
65 the contract documents.

66

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

68

<b>TABLE 601.03-1 - DESIGN OF CONCRETE (800 Maximum Cement Content lbs./c.y.)</b>					
<b>Class of Concrete</b>	<b>28-Day Strength <math>f_c</math>, psi.</b>	<b>Minimum Cement Content lbs./c.y.</b>	<b>Maximum Water-Cement Ratio, lb./lb.</b>	<b>Minimum Cement Content with Mineralized CO2 lbs./c.y.</b>	<b>Maximum Water-Cement Ratio with Mineralized CO2 lb./lb.</b>
A	3000	532	0.59	504	0.62
B	2500	475	0.66	450	0.70
C	2000	418	0.75	396	0.79
D	1500	380	0.85	360	0.87
BD	3750	610	0.49	NA	NA
SEAL	3000	610	0.55	NA	NA
Designated by Strength $f_c$ or $f_r$	As Specified	610	0.49	NA	NA

$f_r$  = Specified Modulus of Rupture

Concrete Design – Projects on Oahu will utilize CO<sub>2</sub> Mineralization technology or equivalent. Supplementary cementitious materials (SCMs), CSH-SEA or equivalent or combination thereof the previously mentioned methods may also be used. Concrete design shall allow a reduction of portland cement content while maintaining the concrete design strength, durability and other requirements. See Table 601.03-1 Design of Concrete specified limits for adjusted minimum cement content and water cement ratio when using CO<sub>2</sub> mineralization. Material certifications for the above shall include a list of at least 3 projects that used the technology, SCMs, admixtures or combination thereof.

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

**601.03**

89 Use coarse aggregate size No. 57 (one inch to No. 4) or No. 67 (3/4 inch to  
90 No. 4) for concrete. For concrete placed in bottom slabs and stems of box  
91 girders, use No. 67 size aggregate. Smaller size aggregates may be permitted  
92 when encountering limited space between forms and reinforcement or  
93 between reinforcement when accepted by the Engineer in writing. Maximum  
94 aggregate size shall not be greater than 1/3 of the space between reinforcing  
95 steel bars or reinforcing steel and the form.  
96

97 Use the following standard methods in Table 601.03-2 – Standard  
98 Methods for determining compliance with requirements indicated in this  
99 subsection:  
100

<b>TABLE 601.03-2 – STANDARD METHODS</b>	
Sampling Fresh Mixed Concrete	AASHTO T 141
Mass Per Cubic Meter (Cubic Foot) Yield and Air Content (Gravimetric) of Concrete	AASHTO T 121
Slump of Hydraulic Cement Concrete	AASHTO T 119
Air Content of Freshly Mixed Concrete by the Pressure Method	AASHTO T 152
Specific Gravity and Absorption of Fine Aggregate	AASHTO T 84
Specific Gravity and Absorption of Coarse Aggregate	AASHTO T 85
Temperature of Freshly Mixed Portland Cement Concrete	ASTM C1064
Making and Curing Concrete Test Specimens in the Field	AASHTO T 23
Compressive Strength of Molded Concrete Cylindrical Specimens	AASHTO T 22 (4 inch by 8 inch or 6 inch by 12 inch cylinders)
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	AASHTO T 97

101  
102

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

113  
114           **(1)**    When past performance records are available, furnish the  
115 following documented performance records:

116  
117                   **(a)**    Minimum of 15 consecutive 28-day strength tests from  
118 projects having same materials and mix proportions.

119  
120                   **(b)**    Two groups totaling 30 or more test results representing  
121 similar materials in which mix proportion strengths are within 20  
122 percent of specified strength, from data obtained within one year  
123 of proposed use.

124  
125           The Engineer will analyze performance records to establish  
126 standard deviation.

127  
128           **(2)**    When sufficient past performance records are not provided, the  
129 Engineer will assume current standard deviation to be 500 psi for  
130 compressive strength,  $f'_c$ , and 50 psi for flexural strength,  $f'_r$ .

131  
132           Unless sufficient performance records are available from other projects  
133 at DOT Materials Testing and Research Branch, submit test performance  
134 records or trial test reports for prequalifications, based on data of most recent  
135 tests made on concrete of proposed mix design, and data obtained within one  
136 year of proposed use.

137  
138           When shrinkage reducing admixtures are used, submit test results  
139 showing compliance to the Contract Documents' requirements.

140  
141           Include the following information in test data and trial batch test reports:  
142 date of mixing; mixing equipment and procedures used; size of batch in cubic  
143 yards and weight, type, and source of ingredients used; slump of concrete; air  
144 content of concrete when using air entraining agent; age at time of testing; and  
145 strength of concrete cylinders tested.

146



## 601.03

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

152  
153 Submit test data and trial test reports signed by official of firm that  
154 performed tests.

155  
156 The Engineer reserves the right to stop work when a series of low  
157 strength tests occur. Do not continue concrete work until cause is established  
158 and the Engineer is informed of and accepts, necessary corrective action to be  
159 taken.

160  
161 **(C) Batching.** Measure and batch materials in accordance with the  
162 following provisions:

163  
164 **(1) Portland Cement.** Either sacked or bulk cement may be used.  
165 Do not use fraction of sack of cement in concrete batch unless cement  
166 is weighed.

167  
168 Weigh bulk cement on weighing device accepted by the Engineer. Seal  
169 and vent bulk cement-weighing hopper properly to preclude dusting  
170 during operation. Do not suspend discharge chute from weighing  
171 hopper. Arrange discharge chute so that cement will not lodge in  
172 hopper or leak from hopper.

173  
174 Batching accuracy shall be within 1 percent, plus or minus, of  
175 required weight.

176  
177 **(2) Water.** Measure water by volume or by weight. Use readily  
178 adjustable device for measurement of water, with accuracy within 1  
179 percent, plus or minus, of quantity of water required for batch. Arrange  
180 device so that variable pressure in water supply line does not affect  
181 measurements. Equip measuring tanks with outside taps and valves or  
182 other accepted means to allow for checking calibration.

183  
184 **(3) Aggregates.** When storing and stockpiling aggregates, avoid  
185 separation of coarse and fine particles within each size, and do not  
186 intermix various sizes before proportioning. Protect stored or stockpiled  
187 aggregates from dust or other foreign matter. Do not stockpile together,  
188 aggregates from different sources and of different gradations.

189 When transporting aggregates from stockpiles or other sources to  
190 batching plant, ensure uniform grading of material is maintained. Do  
191 not use aggregates that have become segregated or mixed with earth  
192 or foreign matter. Stockpile or bin aggregates at least 12 hours before  
193 batching. Produce or handle aggregates by hydraulic methods and  
194 wash and drain aggregates. If aggregates exhibit high or non-uniform  
195 moisture content, the Engineer will order storage or stockpiling for more  
196 than 12 hours.

197  
198 Proportion aggregates by weight, with the exception that  
199 aggregates in concrete for minor structures, curbs, and sidewalks may  
200 be proportioned by either volume or weight. For volumetric  
201 proportioning, use measuring boxes of known capacity to measure  
202 quantity of each aggregate size.

203  
204 Use batch weight based on dry materials plus total weight of  
205 moisture (both absorbed and surface) contained in aggregate.  
206 Measure individual aggregates to within 2 percent, plus or minus, of  
207 required weight, and total weight of aggregates to within 1 percent, plus  
208 or minus, of required weight.

209  
210 **(4) Admixtures.** Store, proportion, and dispense admixtures in  
211 accordance with the following provisions:

212  
213 **(a) Liquid Admixtures.** Dispense chemical admixtures, air  
214 entraining admixtures, and corrosion inhibiting admixtures in  
215 liquid form. Use mechanical dispensers for liquid admixtures  
216 with sufficient capacity to measure prescribed quantity for each  
217 batch of concrete. Include graduated measuring unit in each  
218 dispenser to measure liquid admixtures to within 5 percent, plus  
219 or minus, of prescribed quantity for each batch. Read  
220 graduations accurately from point of measuring unit, and control  
221 proportioning operations to permit visual check of batch  
222 accuracy before discharging. Mark each measuring unit clearly  
223 for type and quantity of admixture.

224  
225 Arrange with supplier to provide sampling device  
226 consisting of valve located in safe and accessible location for  
227 sampling admixtures.

228  
229 When using more than one liquid admixture for concrete  
230 mix, use separate measuring unit for each liquid admixture and  
231 dispense separately to avoid interaction that may interfere with  
232 admixture efficiency and adversely affect concrete. Dispense  
233 liquid admixture by injecting so as not to mix admixture at high  
234 concentrations.

## 601.03

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When using liquid admixtures in concrete that is completely mixed in paving or continuous mixers, operate dispensers automatically with batching control equipment. Equip such dispensers with automatic warning system that shall provide visible or audible signals at points where proportioning operations are controlled, when the following occurs:

- a. Quantity of admixture measured for each batch of concrete varies from pre-selected dosage by more than 5 percent; or
- b. Entire contents of measuring unit from dispenser is not emptied into each batch of concrete.

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

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

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

Provide adequate facilities to ensure that mineral admixtures meeting specified requirements are kept separate from other mineral admixtures and that only specified mineral admixtures are allowed to enter into the work. Provide safe and suitable facilities for sampling mineral admixtures at weigh hopper or in feed line immediately in advance of hopper.

Incorporate mineral admixtures into concrete using equipment conforming requirements for Portland Cement weigh hoppers and charging and discharging mechanisms specified in ASTM C94 and Subsection 601.03(C) - Batching.

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

284  
285 When interlocks are required for cement-charging  
286 mechanisms, and cement and mineral admixtures are weighed  
287 cumulatively, interlock their charging mechanisms to prevent  
288 introduction of mineral admixture until mass of cement in weigh  
289 hopper is within tolerances specified in Subsection 601.03(C)(1)  
290 - Portland Cement.

291  
292 In determining maximum quantity of free water that may  
293 be used in concrete, consider mineral admixture and  
294 supplementary cementitious materials (SCMs) to be cement.

295  
296 **(5) Bins and Scales.** At batching plant, use individual bins,  
297 hoppers, and scale for each aggregate size. Include separate bin,  
298 hopper, and scale for bulk cement and fly ash.

299  
300 Except when proportioning bulk cement for pavement or  
301 structures, cement weigh hopper may be attached to separate scale for  
302 individual weighing or to aggregate scale for cumulative weighing. If  
303 cement is weighed cumulatively, weigh cement before other  
304 ingredients.

305  
306 When proportioning for pavement or structures, keep bulk  
307 cement scale and weigh hopper separate and distinct from aggregate  
308 weighing equipment.

309  
310 Use springless-dial or beam-type batching scales. When using  
311 beam-type scales, make provisions to show operator that required load  
312 in weighing hopper is approaching. Use devices that show condition  
313 within last 200 pounds of load and within 50 pounds of overload.

314  
315 Maintain scale accuracy to 0.5 percent throughout range of use.  
316 Design poises to lock to prevent unauthorized change of position. Use  
317 scales inspected by the State Measurement Standards Branch of the  
318 Department of Agriculture to ensure their continued accuracy. Provide  
319 not less than ten 50-pound weights for testing scales.

320  
321 Batching plants may be equipped to proportion aggregates and  
322 bulk cement by automatic weighing devices.

323

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

330 Transport bulk cement to mixer in tight compartments carrying  
331 full quantity of cement required for batch. Once cement is placed in  
332 contact with aggregates, batches shall be mixed and placed within  
333 1-1/2 hours of contact. Cement in original shipping packages may be  
334 transported on top of aggregates. Ensure that each batch contains  
335 number of sacks required by job mix.  
336

337 Deliver batches to mixer intact. Charge each batch into mixer  
338 without loss of cement. When carrying more than one batch on truck,  
339 charge batch into mixer without spilling material from one batch  
340 compartment into another.  
341

342 (D) **Mixing.** Mix concrete in mechanically operated mixers.  
343

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

352 Charge batches into central or truck mixers so that portion of mixing  
353 water enters ahead of cement and aggregates. Deliver uniform flow of water.  
354 Place entire amount of batch water in mixer by end of first quarter of mixing  
355 period. When mixers with multiple compartment drums are used, time  
356 required to transfer material between compartments will be included as mixing  
357 time. Use drum rotation speed as designated by manufacturer. If mixing does  
358 not produce concrete of uniform and smooth texture, provide additional  
359 revolutions at same speed until thorough mixing of each concrete batch is  
360 attained. Begin measuring mixing time from time cement, aggregates, and 60  
361 percent of water are in drum. Do not exceed manufacturer's rated capacity for  
362 volume of concrete mixed in each batch.  
363

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

371  
372 For stationary mixers, use mixing time between 50 seconds and 5  
373 minutes. Select mixing time, as necessary, to produce concrete that meets  
374 uniformity criteria when tested in accordance with Section 11.3.3 of ASTM  
375 C94. The Contractor may designate mixing time for which uniformity tests are  
376 to be performed, provided mixing time is not less than 50 seconds or more  
377 than 5 minutes. Before using concrete for pavements or structures, mix  
378 concrete to meet specified uniformity requirements. The Contractor shall  
379 furnish labor, sampling equipment, and materials required for conducting  
380 uniformity tests of concrete mixture. The Engineer will furnish required testing  
381 equipment, including scales, cubic measure, and air meter; and will perform  
382 tests. The Engineer will not pay separately for labor, equipment, materials, or  
383 testing, but will consider the costs incidental to concrete. After batching and  
384 mixing operational procedures are established, the Engineer will not allow  
385 changes in procedures without the Contractor re-establishing procedures by  
386 conducting uniformity tests. Repeat mixer performance tests whenever  
387 appearance of concrete or coarse aggregate content of samples is not  
388 conforming to requirements of ASTM C94. For truck mixers, add four seconds  
389 to specified mixing time if timing starts as soon as skip reaches its maximum  
390 raised position.

391  
392 Unless otherwise indicated in the contract documents or accepted by  
393 the Engineer, concrete shall be mixed at proportioning plant. Operate mixer at  
394 agitating speed while in transit. Concrete may be truck-mixed only when  
395 cement or cement and mixing water are added at point of delivery. Begin  
396 mixing truck-mixed concrete immediately after introduction of mixing water to  
397 cement and aggregates, or introduction of cement to aggregates.

398  
399 Inclined-axis, revolving drum truck mixers shall conform to Truck Mixer,  
400 Agitator and Front Discharge Concrete Carrier Standards TMMB 100-01, 15th  
401 Revision, published by Truck Mixer Manufacturers Bureau. Truck mixers shall  
402 produce thoroughly mixed and uniform mass of concrete and shall discharge  
403 concrete without segregation.

404  
405 Manufacturer's standard metal rating plate shall be attached to each  
406 truck mixer, stating maximum rating capacity in terms of volume of mixed  
407 concrete for various uses and maximum and minimum mixing speeds. When  
408 using truck mixers for mixing, adhere to maximum capacity shown on metal  
409 rating plate for volume of concrete in each batch.

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

417  
418 When furnishing shrink-mixed concrete, transfer partially mixed  
419 concrete at central plant to truck mixer. Apply requirements for truck-mixed  
420 concrete. The Engineer will not credit number of revolutions at mixing speed  
421 for partial mixing in central plant.

422  
423 When accepted by the Engineer, hand mixing may be allowed. The  
424 entire concrete placement at one location shall not exceed 1/3 cubic yard.  
425 It shall be hand mixed on a watertight, level platform. Use no aluminum to  
426 construct platform. Measure proper amount of coarse aggregate in  
427 measuring boxes and spread on platform. Spread fine aggregate on that  
428 coarse aggregate layer. Limit coarse and fine aggregate layers to total  
429 depth of one foot. Spread dry cement on this mixture. Turn whole mass  
430 not less than two times dry. Add sufficient clean water, distributed evenly.  
431 Turn whole mass again, not less than three times, not including placing in  
432 carriers or forms.

433  
434 **(E) Transporting Mixed Concrete.** Transport central-mixed concrete to  
435 delivery point in truck agitators or truck mixers operating at speed designated  
436 by equipment manufacturer as agitating speed; or in non-agitating hauling  
437 equipment, provided consistency and workability of mixed concrete upon  
438 discharge at delivery point is suitable for placement and consolidation in place;  
439 and provided mixed concrete after hauling to delivery point conforms to  
440 uniformity criteria when tested as specified in Section 12.5 of ASTM C94.

441  
442 For revolving drum truck mixers transporting central-mixed concrete,  
443 limit concrete volume to manufacturer's rated capacity for agitator operation.  
444 Maintain agitating speed for both revolving drum mixers and revolving blade  
445 type agitators as designated on manufacturer's data plate. Equip truck mixers  
446 or truck agitators with electrically or mechanically actuated counters. Actuate  
447 counters after introducing cement to aggregates.

448  
449 Bodies of non-agitating hauling equipment shall be smooth, watertight,  
450 metal containers equipped with gates to permit control of concrete discharge.  
451 Protect open-topped haul vehicle against weather with cover accepted by the  
452 Engineer.

453  
454 When hauling concrete in non-agitating trucks, complete discharge  
455 within 30 minutes after introducing mixing water to cement and aggregates.  
456

457           When truck mixer or agitator is used for transporting central-mixed  
458 concrete to delivery point, complete discharge within 1-1/2 hours, or before  
459 250 revolutions of drum or blades, whichever comes first after introduction of  
460 mixing water to cement and aggregates, or cement to aggregates. For truck-  
461 mixed concrete, complete concrete discharge within 1-1/2 hours, or before 300  
462 revolutions of drum or blades, whichever comes first. These limitations are  
463 permitted to waived if concrete is of such slump after the 1-1/2 hour time or  
464 300-revolution limit has been reached, that it can be placed, without addition of  
465 water to the batch.

466  
467           Submit delivery tickets from manufacturers of truck-mixed concrete and  
468 central-mixed concrete with each truckload of concrete before unloading at  
469 jobsite. Printed, stamped, or written delivery ticket shall include the following  
470 information:

- 471
- 472           **(1)**   Name of concrete plants.
  - 473
  - 474           **(2)**   Serial number of ticket.
  - 475
  - 476           **(3)**   Date and truck number.
  - 477
  - 478           **(4)**   Name of Contractor.
  - 479
  - 480           **(5)**   Specific project, route, or designation of job (name and location),  
481 and truck overweight permit number when required.
  - 482
  - 483           **(6)**   Specific class or designation of concrete in accordance with  
484 contract documents.
  - 485
  - 486           **(7)**   Quantity of concrete in cubic yards.
  - 487
  - 488           **(8)**   Time of loading batch or mixing of cement and aggregates.
  - 489
  - 490           **(9)**   Water added by receiver of concrete and receiver's initials.
  - 491
  - 492           **(10)** Information necessary to calculate total mixing water added by  
493 producer. Total mixing water includes free water on aggregates, water,  
494 and water added by truck operator from mixer tank.
  - 495
  - 496           **(11)** Readings of non-resettable revolution counters of truck mixers  
497 after introduction of cement to aggregates, or introduction of mixing  
498 water to cement aggregates.
  - 499
  - 500           **(12)** Supplier's mix number or code.
  - 501



601.03

502 Furnish additional information designated by the Engineer and required  
503 by job specifications upon request.

504  
505 **(F) Consistency.** Regulate quantity of water used in concrete mixes so  
506 that concrete consistency, as determined by AASHTO T 119 test method, is  
507 within nominal slump range specified in Table 601.03-3 - Slump for Concrete  
508 or as stated on the accepted concrete mix design. If concrete slump exceeds  
509 nominal slump, adjust mixture of subsequent batches. If slump exceeds  
510 maximum slump, the Engineer will reject concrete unless deemed satisfactory  
511 for its use.

512  
513 The Engineer will also reject harsh or unworkable concrete that cannot  
514 be properly placed. Remove rejected concrete at no increase in contract price  
515 or contract time.

516  
517 Slump for concrete shall be as specified in Table 601.03-3 – Slump for  
518 Concrete.

519

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

520  
521 In adverse or difficult conditions that may affect placement of concrete, the  
522 above slump limitations may be exceeded for placement workability, with the  
523 addition of admixture conforming to Subsection 711.03 - Admixtures, if  
524 accepted by the Engineer in writing and provided water-cement ratio is  
525 maintained. Provide additional cement and water, or admixture at no increase  
526 in contract price or contract time.

527  
528 **(G) Forms.** Construct forms in accordance with applicable sections.

529  
530 **(H) Placing Concrete.** Place concrete in accordance with applicable  
531 sections.

532  
533 **(I) Finishing Concrete Surfaces.** Finish concrete surfaces in accordance  
534 with applicable sections.

535           **(J) Curing Concrete.** Cure concrete in accordance with applicable  
536 sections.

537  
538 **601.04 Measurement.** The Engineer will measure concrete in accordance with the  
539 applicable sections.

540  
541 **601.05 Payment.** The Engineer will pay for the accepted concrete under the  
542 applicable sections.

543

544

545

546

547

**END OF SECTION 601**





**SECTION 629 - PAVEMENT MARKINGS**

Make the following amendments to said Section:

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

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

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

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

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

19 **“629.04 Measurement.**

20  
21 (A) The Engineer will not measure the crosswalk markings when  
22 contracted on a lump sum basis.

23  
24 The Engineer will not measure the pavement markers when  
25 contracted on a lump sum basis.

26  
27 The Engineer will not measure the thermoplastic and pavement  
28 marking tape when contracted on a lump sum basis.

29  
30 The Engineer will not measure temporary pavement markings  
31 including flexible delineator posts with reflector markers or Type I  
32 Barricades and temporary signs installed for the longitudinal guidance  
33 of public traffic over reconstructed areas, cold planed surfaces, newly  
34 paved surfaces or other unmarked or scarified areas for payment.

35  
36 The Contractor shall consider the work required for the removal of  
37 pavement markings incidental to the various contract items, except as  
38 provided in the proposal or elsewhere in the contract.”

39  
40 (IV) Amend **629.05 – Payment** by revising lines 296 to 330 to read as follows:

41  
42 **“629.05 Payment.**

43  
44 (A) The Engineer will pay for thermoplastic and preformed pavement  
45 marking tape on a lump sum basis according to the contract, complete  
46 in place, including primers.

47  
48 The Engineer will pay for crosswalk markings on a lump sum basis  
49 according to the contract.

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

55  
56 The Engineer will not pay for the temporary pavement markings  
57 including flexible delineator posts with reflector markers or Type I  
58 Barricades and temporary signs installed for the longitudinal guidance  
59 of public traffic over reconstructed areas, cold planed surfaces, newly  
60 paved surfaces or other unmarked or scarified areas for payment if not  
61 shown in the proposal separately. The Engineer will consider them  
62 incidental to the various contract items.

63  
64 If the contract specifies payment for temporary pavement markings  
65 installed as ordered by the Engineer for special temporary traffic

66 patterns, the Engineer will pay from an allowance for "Temporary  
67 Construction Zone Markings".

68  
69 The Engineer will compute the actual amount paid to the Contractor  
70 for force account work according to Subsection 109.06 – Force  
71 Account Provisions and Compensation.

72  
73 (B) The Engineer will pay for the various types of pavement markers on  
74 a lump sum basis according to the contract, complete in place,  
75 including adhesives.

76  
77 (C) The Engineer will pay for painted pavement striping on a lump sum  
78 basis according to the contract.

79  
80 The Engineer will pay for quantities of crosswalk marking on a lump  
81 sum basis according to the contract.

82  
83 The Engineer will pay for the following pay items when included in  
84 the proposal schedule:

85

Pay Item	Pay Unit
6 - Inch Pavement Striping (Thermoplastic)	Lump Sum
Crosswalk Marking (Thermoplastic)	Lump Sum
Type C or H Pavement Marker	Lump Sum

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96

**END OF SECTION 629**

1                   **SECTION 634 – PORTLAND CEMENT CONCRETE SIDEWALKS**

2  
3    Make the following amendment to said Section:

4  
5    **(I) Amend Section 634.04 - Measurement** by replacing lines 60 to 61 to read:

6  
7    **“634.04 Measurement.** The Engineer will not measure Portland cement  
8    concrete sidewalks when contracted on a lump sum basis.”

9  
10   **(II) Amend Section 634.05 – Payment** by replacing lines 62 to 72 to read:

11  
12   **“634.05 Payment.** The Engineer will pay for the accepted quantities of  
13    Portland cement concrete sidewalk at the lump sum price as shown in the  
14    proposal.

15  
16            Payment will be full compensation for work prescribed in this section and  
17    contract documents.

18  
19            The Engineer will pay for following pay item when included in proposal  
20    schedule:

21

<b>Pay Item</b>	<b>Pay Unit</b>
Portland Cement Concrete Sidewalk	Lump Sum

22  
23  
24  
25

26            The Engineer will pay for excavation of unsuitable material and backfill  
27    with material acceptable to the Engineer under Section 203 – Excavation and  
28    Embankment. If no pay item exists, refer to Subsection 104.02 – Changes.”

29  
30  
31  
32  
33  
34   **END OF SECTION 634**



1 Make the following Section a part of the Standard Specifications:  
2

3 **SECTION 636 – E-CONSTRUCTION**  
4  
5

6 **636.01 Description.** This section specifies requirements for performing the Project in  
7 a “paperless” manner, using electronic tools for all submittals, communications, quantity  
8 tracking, testing, and sampling, scheduling, quality control, and performance monitoring.  
9

10 **636.02 General Requirements.** The Contractor shall implement the use of the E-  
11 Construction platform, as provided by the HDOT and directed by the Engineer, for use  
12 throughout the project. Paper-based or hard copy submittals will not be accepted.  
13

14 This Special Provision shall take precedence over all other Specification sections  
15 with respect to providing and receiving paper copy communications, submittals, and any  
16 project records. Where conflicts exist, and a decision between a hard-copy item and a  
17 corresponding electronic version is needed, the electronic version shall be selected,  
18 unless otherwise directed by the Engineer.  
19

20 **636.03 Construction**  
21

22 **(A) Plans and Specifications.** Project drawings will not be provided to the  
23 Contractor in hard copy format. An electronic version will be provided in the E-  
24 Construction platform for use during the project.  
25

26 The Contractor shall note all changes to the work, including all  
27 subcontractor’s work, in electronic format using the E-Construction platform Red  
28 annotations shall be used to note changes. Blue annotations shall be used for any  
29 additional notes that will be helpful for the State in interpreting the field posted  
30 drawings. Other drafting standards may be implemented by the Engineer and shall  
31 be adhered to by the Contractor. Changes shall be input by the Contractor and  
32 reviewed by the Engineer monthly. The Contractor shall make any changes that  
33 the Engineer requires.  
34

35 **(B) Submittals.** The Contractor shall provide all required submittals, as listed  
36 within the contract documents, via the E-Construction platform.—All review,  
37 approval, and resubmittal regarding submittals shall also be documented within  
38 the E-Construction platform  
39

40 **(C) Correspondence.** Electronic mail (email) shall be the preferred method of  
41 electronic communication. All communications that affect project scope, schedule,  
42 cost, or quality, including changes and requests for information, shall be submitted  
43 as directed by the Engineer.  
44

45 **(D) Prosecution and Progress.** The Contractor shall provide all  
46 administrative, management, and project support documents required by various  
47 specification sections, using the E-Construction platform. These elements include,  
48 but are not limited to:

- 49 (1) Preconstruction Submittals (Section 108.03)
- 50 (2) Correspondence regarding Contract Time and Delays (Section  
51 108.05)
- 52 (3) Progress Schedules (Section 108.06)
- 53 (4) Weekly Meeting preparatory materials (Section 108.07)
- 54 (5) Samples, certifications, material data, installation instructions, and  
55 shop drawings (Sections 105 and 106)
- 56 (6) Field-posted Drawings (Section 648)
- 57 (7) Pre-Final Inspection submittals (Section 108.13)
- 58 (8) Warranty documentation (Section 108.17)
- 59 (9) Project Closing Documents (Section 108.19)
- 60
- 61

62 In addition to the foregoing, the Contractor shall provide any other  
63 materials, correspondence, and submittals using the E-Construction  
64 platform as directed by the Engineer.  
65

66 **(E) Resources.** The Contractor shall provide a comprehensive list of  
67 Contractor labor and equipment, including all subcontractor labor and equipment,  
68 that will be deployed on the project, using spreadsheet-based templates provided  
69 in the E-Construction platform. All template fields shall be completed. The  
70 submitted information shall comply with the requirements of Specification Section  
71 108 – Prosecution and Progress (identification of labor and equipment resources)  
72 and Specification Section 109 - Measurement and Payment (cost data) and  
73 represent all individual personnel with labor categories and rates, and all  
74 equipment owned or rented, with associated rates, on this project. Updates for  
75 additional personnel or equipment shall be accomplished by the Contractor at will  
76 and shall be completed when directed by the Engineer.  
77

78 **636.04 Measurement.** The Engineer will measure additional E-Construction  
79 programs, additional licenses, or additional equipment, if ordered by the Engineer, on a  
80 force account basis in accordance with Subsection 109.06 – Force Account Provisions  
81 and Compensation.

82  
83 **636.05 Payment.** The Engineer will pay for the additional E-Construction programs,  
84 additional licenses, or additional equipment, on a force account basis in accordance with  
85 Subsection 109.06 – Force Account Provisions and Compensation.

86  
87 The Engineer may withhold progress payment until the Contractor is in compliance  
88 with all E-Construction requirements.

89  
90

Pay Item	Pay Unit
Additional E-Construction Programs, additional licenses or additional equipment	Force Account

91  
92  
93  
94  
95

96 An estimated amount for force account may be allocated in the proposal schedule  
97 under “Additional E-Construction Programs, additional licenses or additional equipment.”  
98 The actual amount to be paid will be the sum shown on accepted force account records.

99  
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103

**END SECTION 636**

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

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Make the following amendments to said Section:

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

**“638.04 Measurement.** The Engineer will not measure curb and/or gutter or driveway transition sections both new and reset when contracted on a lump sum basis.”

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

**“638.05 Payment.** The Engineer will pay for curb and/or gutter, or driveway transition sections at the contract lump sum price.

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

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

<b>Pay Item</b>	<b>Pay Unit</b>
Curb, Type 2D	Lump Sum
Curb and Gutter, Type 2DG	Lump Sum
Driveway Transition Section	Lump Sum”

**END OF SECTION 638**

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

2  
3    Make the following amendments to SECTION 645 – WORK ZONE TRAFFIC  
4    CONTROL:

5  
6    **(I)** Amend Section 645.03 – Construction, by adding the following items after  
7    line 74 to read:

8  
9                    “If the Contractor wishes to modify the TCPs provided, the  
10   Contractor shall submit TCP and schedule for review and acceptance following  
11   the procedures established in Subsection 105.04 Review and Acceptance  
12   Process. TCP shall be developed after field investigation of traffic conditions  
13   including but not limited to traffic volume counts taken during anticipated work  
14   hours, detour routes, traffic signal timing, pedestrian crossings, bicycle routes,  
15   public transportation and public gathering places such as schools, businesses  
16   and shopping malls within the project limits and surrounding areas.

17  
18                   TCP and schedule shall be accepted by the Engineer prior to starting work  
19   in each area. Submit modifications and deviations from accepted TCP following  
20   the procedures established in Subsection 105.04 Review and Acceptance  
21   Process. Illegible TCP will not be accepted.

22  
23                   The State will reserve the rights to suspend TCP if Contractor failed to  
24   adjust his work and/or TCP to address traffic concerns brought forth by the State  
25   in a timely and responsive manner.

26  
27                   If TCP affects City and County of Honolulu streets such as but not limited  
28   to traffic detours onto City streets or traffic control devices placed on City streets,  
29   a City and County of Honolulu, Department of Transportation Services (DTS)  
30   Permit for Street Usage shall be obtained prior to starting work. A TCP stamped  
31   by a Registered Civil Engineer from the State of Hawaii may be required to  
32   obtain the DTS Permit for Street Usage.”

33  
34   **(II)** Amend Subsection 645.03 Construction by adding the following additional  
35   items to include in the TCP starting after line 101:

36  
37                   **“(11)** If the work will affect a pedestrian route, show an alternative  
38   route for pedestrians.”

39  
40   **(III)** Amend Section 645.03(F) Lane Closures, by adding the following items  
41   after line 252 to read:

42  
43                   “Two through lanes must remain open at all times. Turn lanes  
44   can be shortened, and detours may be required if the turn pockets are too short  
45   causing blockage of a through lane.

47 Nighttime work hours will be considered by DOT if the work cannot be  
48 completed using the lane closures shown on the TCP.

49  
50 If night work is proposed, the Contractor shall obtain a Noise Variance  
51 with the Hawaii Department of Health.”

52  
53  
54

**END OF SECTION 645**



1 Make this section a part of the Standard Specifications.

2  
3 **“SECTION 657 – EXTERNALLY BONDED FIBER REINFORCED POLYMER**  
4 **SYSTEM**

5  
6 **657.01 Description and Materials.** This section describes furnishing and  
7 installing the Fiber Reinforced Polymer (FRP) system at the locations and to the  
8 dimensions shown on the plans.

9  
10 The FRP system shall be supplied by a single system manufacturer with  
11 mechanical properties conforming to the minimum requirements in Table 1 –  
12 Minimum FRP Composite Properties.

13  
14 Table 1 - Minimum FRP Composite Properties

FRP Characteristic Values	Test Method	Minimum Value, FRP Composite
Minimum ultimate tensile strength in primary fiber direction <sup>a</sup> , (ksi)	ASTM D3039	130
Minimum ultimate elongation <sup>a</sup> , (%)	ASTM D3039	0.9
Minimum tensile modulus in primary fiber direction <sup>a</sup> , (ksi)	ASTM D3039	12,600
Minimum glass transition temperature, (°F)	ASTM D3418 or ASTM D4065	140
Effective composite thickness per layer, (in.) <sup>b,c</sup>	ASTM D1777	0.04
<sup>a</sup> FRP Composite properties shall be met by any proposed FRP composite. Design tensile properties calculated in accordance with ASTM D7290.		
<sup>b</sup> Number of layers shown on the plans is based upon the composite thickness of 0.04 inch per layer.		
<sup>c</sup> The total cumulative composite jacket thickness shown on the plans shall be provided regardless of composite properties. All FRP composite materials shall be designed with the listed FRP composite properties and not with the calculated and published manufacturer values, even if said properties are higher than the required minimum.		

15  
16 Materials must be protected from dirt, moisture, chemicals, extreme  
17 temperatures, and physical damage.

18  
19 **(A) Fabric.** The reinforcing fabric must be composed of  
20 unidirectional continuous carbon.

21  
22 **(B) Resin.** Two-part, 100% solids epoxy resins shall be used. No  
23 alternative resin is allowed for the FRP system. Resins, including



24 primer coat, filler materials, and final protective coats, must be system  
 25 compatible epoxy. All components of epoxy resin must be used within  
 26 their shelf life.

27  
 28 **(C) FRP Anchors.** FRP anchors must consist of unidirectional  
 29 carbon fibers and must be saturated with compatible epoxy at the job  
 30 site. Anchors must be shipped directly from the manufacturer. Anchor  
 31 labels must have the date of manufacture, the lot number, and the  
 32 minimum weight per unit length. Anchor length and diameter must be  
 33 consistent with plans and minimum anchor weight shall be checked at  
 34 the job site. The fiber anchors shall have mechanical properties  
 35 conforming to the minimum requirements in Table 2 – Minimum FRP  
 36 Anchor Properties.

37  
 38 Table 2 - Minimum FRP Anchor Properties

FRP Anchor Characteristic Value <sup>a</sup>	Test Method	Minimum Value, FRP Anchor
Minimum ultimate tensile strength (ksi)	ASTM D7205	100
Minimum ultimate elongation, (%)	ASTM D7205	0.8
Minimum tensile modulus, (ksi)	ASTM D7205	11,900
Minimum anchor density (lb/in) <sup>b</sup>	--	0.025
<sup>a</sup> Characteristic value of the composite anchor and not of the dry fiber.		
<sup>b</sup> Minimum Anchor Weight per inch length.		

39  
 40 **(D) Finish Coat.** The finish coat must be compatible with the FRP  
 41 system. The finish coat shall be acrylic stucco or exterior-grade paint  
 42 (color to be approved by owner).

43  
 44 No substitution of any constituents of the approved FRP System shall  
 45 be allowed.

46  
 47 **657.02 Construction.** Before conducting surface preparation, check for  
 48 unsound concrete at areas that FRP will be placed. Unsound concrete is  
 49 concrete that emits a dead or hollow sound when chained or tapped with a metal  
 50 tool. The Engineer determines the soundness of concrete.

51  
 52 Repairing and patching unsound concrete and epoxy injection activities  
 53 shall be considered a separate scope of work or change order work. These  
 54 activities shall be as per relevant special provisions.

55  
 56 **(A) Surface Preparation.** Prepare the concrete surface as follows.

57  
 58 **(1)** Repair and patch unsound concrete as required.

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- (2) Conduct epoxy injection activities as required.
- (3) Round the corners and chamfers to a minimum of 3/4inch radius.
- (4) Concrete surface must have an International Concrete Repair Institute (ICRI) surface profile of CSP 3 prepared by abrasive blasting or grinding for bond critical application (all elements except for beam or column confinement with an equal or lesser than aspect ratio of 2:1).
- (5) Fill voids larger than 1/2 inch diameter by 1/8 inch in depth with thickened epoxy or epoxy-based filler.
- (6) For existing elements with architectural treatment, place high strength, non-shrink grout in architectural treatment to provide a flat surface for FRP placement.
- (7) Cutting of fabrics, mixing of epoxy, and fabric saturation must be performed in an area free of moisture, oils, debris or dust.

**(B) Installation Requirements.** At the time of installation, the following must apply.

- (1) There must be no moisture present on the concrete surface or any contact surfaces.
- (2) Concrete surface or any contact surfaces must be free of efflorescence, oils, loose materials, dust and laitance.
- (3) The temperature of the epoxy resin components must be within the range of 60 to 100 degrees F during FRP material installation.
- (4) Relative humidity must be less than 90 percent.
- (5) Surface temperature must be 5 degrees F above the dew point.
- (6) The surface temperature shall be within the range of 50 to 100 degrees F.

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**(C) Installation Procedure.**

- (1)** Proportion the components of epoxy resin and use automatic equipment to mix the components according to manufacturer's recommendations.
- (2)** Apply the epoxy primer coat to the concrete surface.
- (3)** Apply thickened epoxy as required for vertical and overhead surface FRP applications.
- (4)** Saturate FRP fabric with approved epoxy resin using a mechanical saturator or saturate manually if a manufacturer's manual saturation method is provided. Apply the fiber sheet to the surface in a manner that produces a uniform tensile force distribution across the entire width of the fiber sheet. Remove excess resin.
- (5)** Dry lay-up installation methods shall not be allowed.
- (6)** Squeeze out entrapped air beneath each layer before the epoxy sets or before subsequent layers are applied.
- (7)** Place successive layers before complete cure of the previous layer of epoxy to achieve complete bond between layers.
- (8)** Upon installation of final layer, apply thickened epoxy to all fabric edges, including termination points and seams, as well as exposed surfaces.
- (9)** Coat the exterior surface with a final coat of resin that produces a uniform finished surface after the application.
- (10)** Apply aesthetic finish coat of acrylic stucco or exterior-grade paint over installed FRP.

**(D) Cleaning and Painting of Completed Exposed FRP Surfaces.** Prior to the application of the finish coat, the epoxy surface must be hard to the touch but tacky to the feel without transferring resin from the finished FRP to the touch medium. Paint with protective coating (approved by the owner) before the FRP has reached full cure to avoid surface preparation for the protective coating. The protective coating must firmly adhere to the finished FRP surface without signs of shrinkage, cracking or flaking off.

153 If the FRP has reached a full cure, is no longer tacky to the feel, or 7  
154 days after the installation, whichever occurs first, clean and prepare  
155 the FRP surfaces as follows:  
156

157 (1) Abrasive blast/brush-off blast the surfaces with an  
158 abrasive no greater than 80 mesh and air pressure less than 80  
159 psi or by hand scuff sanding to break the gloss on the cured  
160 FRP.  
161

162 (2) Do not expose the fiber portion of the FRP during  
163 blasting or scuff sanding by hand.  
164

165 (3) Wipe the surface with dry cloth.  
166

167 The surfaces must be completely dry and thoroughly cleaned of dust  
168 and loose material which will interfere with applied coating before  
169 receiving at least 2 finish coats of an owner approved exterior grade  
170 paint.  
171

172 **(E) Other Points to Consider.**  
173

174 (1) Rain protection and heating may be required for  
175 installations during inclement weather.  
176

177 (2) Shading or night work may be required for installations  
178 during hot weather.  
179

180 (3) Complete each FRP section with specified number of  
181 layers within manufactured recommended timeline.  
182

183 (4) The orientation of the fiber sheet must not deviate from a  
184 straight line, along the axis of the member, by more than 0.5  
185 inch per foot.  
186

187 (5) Overlap length must be per manufacturer's instructions,  
188 but not less than 12 inches. Splices must be overlapped in the  
189 fiber direction of individual layers.  
190

191 (6) The resin application for each layer of FRP must ensure  
192 complete saturation of the fiber sheet.  
193

194 (7) Protect the cured FRP from rainfall or water submersion  
195 for a period of at least 7 days after installation is completed.  
196

197  
198 **(F) Contractor Qualifications.** Submit documentation for at least  
199 3 completed wet lay-up FRP installations that the FRP manufacturer

200 trained certified applicator contractor performed in the last 3 years  
201 including:

- 202 (1) Project name and location.
- 203
- 204 (2) Substantial completion date of project (month and year).
- 205
- 206 (3) Manufacturer and material used.
- 207
- 208 (4) Project's owner and project owner's contact person's
- 209 name and telephone number.
- 210
- 211 (5) Submit a manufacturer's training certificate for at least
- 212 three workers that will perform and supervise the FRP work.
- 213 The certified workers must be present during the preparation
- 214 and installation of the FRP.
- 215
- 216 (6) Measures for protecting workers and the public from
- 217 hazardous materials that may be generated during construction.
- 218
- 219 (7) Measures to permit application and curing of the FRP
- 220 during inclement weather or excessive heat exposure as
- 221 directed by system manufacturer.
- 222
- 223

224 **657.03 Submittals.**

225  
226 **(A) Working Drawings:**

- 227 (1) Submit stamped working shop drawings prepared and
- 228 sealed by a professional engineer detailing the type, locations,
- 229 dimensions, numbers of layers, and orientation of all FRP
- 230 materials and coatings to be installed.
- 231
- 232

233 **(B) Product Information:**

- 234 (1) Submit test results (minimum 20 test specimens as per
- 235 ASTM D3039) showing composite material properties (i.e.,
- 236 tensile modulus, tensile strength, ultimate strain) and
- 237 characteristic values as computed in accordance with ASTM
- 238 D7290 (Weibull distribution) for the proposed fiber composite
- 239 system. Properties shall be based on gross laminate thickness
- 240 as reported by the manufacturer. See Table 1 in the materials
- 241 section of this special provision for minimum FRP composite
- 242 system properties.
- 243
- 244 (2) Submit product technical data indicating product
- 245 standards, physical and chemical characteristics, and
- 246

247 limitations. Manufacturer's material Safety Data Sheets (SDS)  
248 for all materials to be used.

249  
250 (3) Written consent from the FRP manufacturer that the  
251 surface bonded FRP composite systems are installed by trained  
252 certified applicators as per contractor qualifications section of  
253 this special provision.

254  
255 (4) Submit manufacturer's published Installation Inspection  
256 Manual.

257  
258 (5) Submit a list of three qualified third-party laboratory  
259 materials testing facilities for conducting ASTM D3039 FRP  
260 material tensile testing.

261  
262 (6) Submit a certificate of compliance for each material used  
263 and for each shipment. The material certified must be the same  
264 as those used in the prequalified system.

265  
266 **(C) Fiber Anchors:**

267  
268 (1) Fiber anchor manufacturer shall submit independent  
269 laboratory testing verifying the ultimate tension strength, tensile  
270 modulus, and ultimate strain as per ASTM D7205. Test results  
271 shall address each size/diameter anchor proposed on the  
272 project. See Table 2 in the Materials section of this special  
273 provision for minimum fiber anchor properties.

274  
275 (2) Fiber anchor label shall have the date of manufacture,  
276 lot number and minimum weight per unit length.

277  
278 (3) Fiber anchor manufacturer shall submit large-scale test  
279 results validating the fiber anchor performance on relevant test  
280 specimens. Compatibility between composite anchors and the  
281 composite system shall be verified through large-scale  
282 assembly testing.

283  
284 (4) Submit manufacturer's published installation instructions  
285 (MP11).

286  
287 **(D) Field Quality Control Requirements.** Submit daily installation  
288 logs. The log must provide material traceability and process records for  
289 each installation during shift.

290  
291 **The daily installation log must include:**

292

- 293 (1) Personnel performing FRP installation, saturation, and  
294 supervision.  
295  
296 (2) Bridge number, location, date, and time of installation.  
297  
298 (3) Product description, date of manufacture, and lots or  
299 batch numbers.  
300  
301 (4) Fabrication, inspection, and verification data including:  
302  
303     ▪ List of materials and quantities used.  
304  
305     ▪ Number of layers and FRP thickness measurement.  
306  
307     ▪ Ambient and resin temperature, and humidity  
308 readings at beginning, middle and end of shift.  
309     ▪ Thickness and type of final protective coating on  
310 completed FRP.  
311

312 **(E) Field FRP Sampling:**  
313

- 314 (1) Record lot number of fabric and epoxy resin used, and  
315 location of installation including the structural element  
316 identification numbers where used. Measure square footage  
317 of fabric and volume of epoxy used each day. Label each  
318 sample from each day's production.  
319  
320 (2) Contractor shall make one "sample batch" per day. A  
321 "sample batch" shall consist of two 12" x 12" samples of  
322 cured FRP. The owner is to keep one 12" x 12" sample and  
323 the certified applicator shall keep the other from each  
324 sample batch. The number of samples to be tested shall be  
325 a percentage of the samples retained by the owner or  
326 owner's representative. The reported properties for the  
327 ultimate tensile stress and the tensile modulus shall be  
328 based on the gross laminate thickness as indicated on the  
329 product data sheet.  
330

331 **(F) Preparation of Field FRP Samples:**  
332

- 333 (1) Prepare samples on a smooth, flat, level surface  
334 covered with polyethylene sheeting, or 16 mil plastic film,  
335 ensure the sheeting or film is free of dust and debris, and  
336 prime with epoxy resin. Then place saturated fabric and  
337 apply additional topping of epoxy. Samples can be 1 or 2  
338 layers depending on the product's thickness and as per  
339 manufacturer's instructions. Cover with plastic film.

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(2) A “sample” shall consist of two layers of standard thickness (taken as 0.04 inches) carbon fiber laminate or one layer of double thickness (taken as 0.08 inches) carbon fiber laminate, for a total “sample” nominal thickness of 0.08 inches.

(3) Samples shall not be moved for a minimum of 48 hours after casting. After removing from sample table, samples shall be stored in a secured location / box. The prepared, identified samples shall be given to a pre-approved and experienced testing laboratory. The laboratory shall then precondition samples for 48 hours at 140°F before testing.

**(G) ASTM D7565 and/or ASTM D3039 – Material Tension Tests:**

(1) A minimum of 15% of the owner’s samples shall be tested. One ASTM D3039 sample test is comprised of 5 test coupons which are retrieved from each 12”x12” FRP sample. If one sample fails (the tensile modulus average of 5 test coupons is below the minimum requirements shown on Table 1 of this specification), an additional sample shall be randomly chosen and tested. If this sample also fails, another 12” x 12” sample shall be randomly chosen and shall be sent to an alternate testing lab to be tested. In the extreme case that this sample also fails, remedial measures, per required remediations section, will be taken to ensure integrity of the system.

**(H) Core Sample Tests:** Core sample testing may be used for contact-critical applications to check the total accumulated thickness and interlaminar bond of the installed FRP.

(1) Core sample testing shall be used for bond-critical applications to check adhesion strength to the substrate, interlaminar bond and total accumulated thickness of the installed FRP. Bond critical applications shall require adhesion testing in accordance with ASTM D 7522 as follows:

- Core samples must not be taken at joints, overlap locations, or transition zones.
- Test and visually inspect the number of layers.
- Special care is required during the coring operations to ensure that no damage occurs to the adjacent FRP.



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- (2)** Core samples shall be:
- 0.5-inch minimum and 2.0-inch maximum in diameter.
  - Undamaged.
  - Location shall not be taken from an overlap or spliced zone.
  - Testing in accordance with ASTM D7522. Tested cores must have a bond strength of the cured FRP to concrete of at least 200 psi or failure occurring in the concrete substrate.
  - Labeled with sample location identified and placed in a labeled and sealed polyethylene bag before submitting to the Owner/Engineer. The test sample label shall also identify the date, size/diameter of pull-off test and tested value (psi).
- (3)** Fill cored hole with a system compatible resin and smooth the surface flush.

**(I) Required Remediation.**

- (1)** Small voids [on the order of 1" diameter] shall be injected or back filled with epoxy.
- (2)** Voids and delaminations greater than 1-1/4" in diameter shall be reported to the engineer of record and remediation shall be submitted by the contractor for approval.
- (3)** Removal and replacement should be avoided, if possible, but certain workmanship defects may require coordinated removal and replacement that shall be reviewed and accepted by the manufacturer, owner and EOR.
- (4)** Remediation work shall be at no additional cost to the owner.

**(J)** If the calculated mean from the Material Tension Tests are lower than the FRP minimum tensile modulus value as per Table 1 of this specification, the following remedial measures shall be considered:

433 (1) Perform calculations using the tested value to  
434 demonstrate that the original design demand is met, as  
435 accepted by the owner and engineer of record (EOR).

436  
437 (2) Install additional material as accepted by the owner and  
438 EOR at no additional cost to the owner.

439  
440 **(K) Acceptance of FRP.** The Engineer accepts the completed wet  
441 lay-up FRP if repair of all defect areas has been authorized and  
442 complete, job control testing meets specified requirements, and visual  
443 inspection of installed FRP shows the following:

444  
445 (1) No evidence of defects consisting of external abrasions  
446 or blemishes, delamination, voids, damaged edges, external  
447 cracks, chips, cuts, loose fibers, foreign inclusions, depressible  
448 raised areas, or wrinkles.

449  
450 (2) Laminate is in full contact with the concrete member or  
451 subsequent layers.

452  
453 (3) Surfaces of horizontal joints are flush with adjacent  
454 surfaces.

455  
456 (4) No defects or voids with a dimension more than 1-1/4.”

457  
458 (5) No defect areas greater than 1 square inch.

459  
460 (6) No defect areas of any size being within 1 foot from  
461 another defect area of similar size.

462  
463 (7) No undulations in the surfaces exceeding 0.25 inch per  
464 foot in any direction.

465  
466 **657.04 Measurement.**

467  
468 **(A)** Fiber Reinforced Polymer System will be paid on a lump sum  
469 basis. Measurement for payment for Fiber Reinforced Polymer System  
470 will not apply.

471  
472 **(B)** The Engineer will only measure Additional Utility Work for FRP  
473 required and requested by the Engineer on a force account basis in  
474 accordance with Subsection 109.06 – Force Account Provisions and  
475 Compensation.

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480 **657.05 Payment.** The Engineer will pay for the accepted pay items listed  
481 below at the contract price per pay unit, as shown in the proposal schedule.  
482 Payment will be full compensation for the work prescribed in this section and the  
483 contract documents.

484  
485 The Engineer will pay for the following pay items when included in the  
486 proposal schedule:

487		
488	<b>Pay Item</b>	<b>Pay Unit</b>
489		
490	<b>(A)</b> Fiber Reinforced Polymer System	Lump Sum
491		
492	<b>(B)</b> Additional Utility Work for FRP	Force Account
493		

494 Fiber Reinforced Polymer System shall include saving, shoring and  
495 working around existing utilities and reconstruction existing utility hatches as  
496 shown on the plans.

497  
498 Additional Utility Work for FRP shall include replacing or relocating  
499 existing utilities originally assumed to be saved when directed by the Engineer,  
500 and unforeseen utility work not shown on the plans. An estimated amount for  
501 force account may be allocated in the proposal schedule under 'Additional Utility  
502 Work for FRP', but actual amount to be paid will be the sum shown on accepted  
503 force account records, whether this sum be more or less than the estimated  
504 amount allocated in the proposal schedule."

505  
506

**END OF SECTION 657**

1 Make the following Section a part of the Standard Specifications:  
2

3 **“SECTION 695 – PUBLIC EDUCATIONAL CAMPAIGN**  
4

5  
6 **695.01 Description.** This describes the development of the project web page and  
7 hotline in accordance with the contract documents. The Section also describes the public  
8 outreach campaign to inform the public of the project and its purpose and goals in  
9 accordance with the contract documents.

10  
11 **695.02 Materials.** Not applicable.  
12

13 **695.03 Construction.** The Department’s goal is to minimize inconvenience and  
14 provide up-to-date information to highway users, businesses and neighborhoods that  
15 abut, or are serviced by, the highways that comprise the project. It will be the responsibility  
16 of the Contractor to provide the following services for the well-being of the affected  
17 highway users, residents, and businesses.

18  
19 **(A) Project Web Page.** Develop a project web page that contains the  
20 information listed below:  
21

22 Information

- |    |     |   |
|----|-----|---|
| 23 |     |   |
| 24 | (1) | Project Work Scope/Description At Notice-to-Proceed (NTP) |
| 25 |     |   |
| 26 | (2) | Project Site map with description At NTP                  |
| 27 |     | of information needed                                     |
| 28 |     |   |
| 29 | (3) | Contractor’s 24 hour 7 day a At NTP                       |
| 30 |     | week Phone Number for                                     |
| 31 |     | Complaints (Hotline)                                      |
| 32 |     |   |
| 33 | (4) | Project Schedule/Milestones At NTP and when schedule is   |
| 34 |     | adjusted or updated. Submit                               |
| 35 |     | schedule changes to the                                   |
| 36 |     | Engineer for review and                                   |
| 37 |     | acceptance prior to posting                               |
| 38 |     |   |
| 39 | (5) | Work Progress Narrative Every 14 calendar days            |
| 40 |     | with Sketches   |
| 41 |     |   |

42 Work progress narrative with sketches may be provided in PDF  
43 format. Graphics images posted on the project web page shall not  
44 exceed 100k bytes per image and 300k bytes per page to facilitate  
45 public viewing. Enlarged images such as maps and information  
46 provided in PDF format may be linked to the project web page.

47 Information on linked pages has no size limits. Web technologies that  
48 require an extended waiting period for loading like Flash shall not be  
49 used.

- 50
- 51 (6) Scheduled Road/Lane 14 calendar days prior to closure  
52 Closures and Bypass Routes changes. Provide 14 calendar  
53 days notice to the Engineer for  
54 any road lane/closures.  
55

56 The Engineer may link this project web page to the Department website.

57

58 Include the web page address on a construction advisory sign that will be  
59 visible to the public in a format and location as directed by the Engineer.  
60

61 Establish the webpage 14 calendar days prior to construction notice-to-  
62 proceed. Maintain the web page until all lane closures, road closures, or traffic  
63 detours are completed.  
64

65 **(B) Hotline.** Maintain a 24-hour telephone hotline to handle public inquiries and  
66 complaints. The hotline telephone number shall be visible throughout the project  
67 limits and on the project website. Responses to inquiries and/or complaints shall  
68 be logged and coordinated with the Engineer and be provided within a 24-hour  
69 period.  
70

71 **(C)** Attend all public informational meetings to assist the Engineer in answering  
72 questions from the public regarding the Contractor's activities. The Contractor's  
73 representative shall be knowledgeable in the Contractor's schedule of activities.  
74

75 **(D) Public Education Materials or Services.** When requested by the  
76 Engineer, furnish the following public educational materials or services:  
77

- 78 (1) 24 hours / 7 days a week live chat website for questions and  
79 complaints  
80
- 81 (2) Project fact sheet  
82
- 83 (3) Project brochures, informational cards, flyers, mailers, posters,  
84 displays, PowerPoint presentations, mass e-mail notifications, and  
85 other forms of distributions  
86
- 87 (4) Production of 30-second public service announcements for television  
88 and radio  
89
- 90 (5) Media time on television and radio  
91
- 92 (6) Hire a Public Relations Firm to assist with preparation, presentation,  
93 and distribution of educational materials and briefings

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(7) Social media outreach

**695.04 Measurement.** Engineer will not measure project web page for payment.

Engineer will not measure hotline for payment.

Engineer will not measure the Contractor’s attendance at public informational meetings.

Engineer will measure public educational materials or services required and requested by Engineer on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

**636.05 Payment.** Engineer will not pay for project web page separately and will consider the cost for project web page as included in the contract prices for the various contract pay items. The cost is for the work prescribed in this Section and the contract documents.

Engineer will not pay for the hotline separately and will consider the cost for hotline as included in the contract prices for the various contract pay items. The cost is for the work prescribed in this section and the contract documents.

Engineer will not pay for the Contractor’s attendance and assistance at public informational meetings separately and will consider the cost as included in the contract prices for the various contract pay items. The cost is for the work prescribed in this Section and the contract documents.

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

<b>Pay Item</b>	<b>Pay Unit</b>
Public Education Materials or Services	Force Account

An estimated amount for force account may be allocated in the proposal schedule under ‘Public Education Materials or Services’, but actual amount to be paid will be the sum shown on accepted force account records, whether this sum be more or less than estimated amount allocated in proposal schedule.”

**END SECTION 695**







1                   **SECTION 717 – CULLET AND CULLET-MADE MATERIALS**

2  
3    Make the following amendments to said Section:

4  
5    **(I)**    Amend **Subsection 717.01 – Cullet and Cullet-Aggregate Mixtures as**  
6    **Construction Materials** by revising the third paragraph from line 16 to 20 to  
7    read:

8  
9            “Debris shall not exceed values specified in Tables 717.02-1 - Cullet in  
10   Roadway Applications, 717.03-1 - Cullet in Utility Applications, and 717.04-1 -  
11   Cullet in Drainage Applications.    Debris is defined as deleterious material that  
12   includes plastics, papers, and non-ceramic constituents of cullet.    Hazardous  
13   material will not be allowed in cullet such as but not limited to, TV or other  
14   cathode ray tubes, fluorescent light bulbs, and any toxic or hazardous materials.  
15   Test cullet stockpile for toxic or hazardous materials every 90 days and submit  
16   the results to the Engineer.”

17  
18   **(II)**    Amend **Subsection 717.01 – Cullet and Cullet-Aggregate Mixtures as**  
19   **Construction Materials** by adding the following paragraph after line 21:

20  
21            “Cullet shall not be used in concrete.”

22  
23   **(III)**   Amend **Table 717.03-1 – Cullet in Utility Applications** from line 37 to  
24   line 39 to read:

25

<b>TABLE 717.03-1 - CULLET IN UTILITY APPLICATIONS</b>		
<b>Utility Trench Bedding and Backfill Applications</b>	<b>Maximum Cullet Content (Percent By Weight)</b>	<b>Maximum Debris Level (Percent By Weight Of Cullet)</b>
Sewer Pipes	25	0.3
Electrical Conduits	25	0.3
Fiber Optic Lines	25	0.3

26  
27

28  
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31

**(IV)** Amend **Table 717.04-1 – Cullet in Drainage Applications** from line 47 to line 49 to read:

<b>TABLE 717.04-1 - CULLET IN DRAINAGE APPLICATIONS</b>		
<b>Drainage Fill Applications</b>	<b>Maximum Cullet Content (Percent By Weight)</b>	<b>Maximum Debris Level (Percent By Weight Of Cullet)</b>
Retaining Walls	25	0.2
Foundation Drains	25	0.2
Drainage Blankets	25	0.2
French Drains	25	0.2

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**END OF SECTION 717**



## **Requirements of Chapter 104, HRS Wages and Hours of Employees on Public Works Law**

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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

"General Decision Number: HI20240001 10/04/2024

Superseded General Decision Number: HI20230001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. 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.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. 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.</li> </ul>

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
9	10/04/2024

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
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

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CARP0745-002 09/04/2023

	Rates	Fringes
Drywall and Acoustical Workers and Lathers.....	\$ 53.00	27.74

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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

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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

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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.

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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

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 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.

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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

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\* IRON0625-001 09/01/2024

	Rates	Fringes
Ironworkers:.....	\$ 48.00	41.86
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.		

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LAB00368-001 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); Buggymobile; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the

handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for tremie 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, stablishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unloading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterpools, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds:

Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; 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.

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 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.

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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)

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PAIN1791-001 01/01/2024

	Rates	Fringes
Painters:		
Brush.....	\$ 41.65	30.05
Sandblaster; Spray.....	\$ 41.65	30.05

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PAIN1889-001 07/01/2024

	Rates	Fringes
Glaziers.....	\$ 46.00	37.15

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PAIN1926-001 03/05/2023

	Rates	Fringes
Soft Floor Layers.....	\$ 39.77	33.80

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PAIN1944-001 01/07/2024

	Rates	Fringes
Taper.....	\$ 45.20	31.40

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PLAS0630-001 09/04/2023

	Rates	Fringes
PLASTERER.....	\$ 46.12	34.53

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PLAS0630-002 09/04/2023

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 44.12	33.63
Trowel Machine Operators....	\$ 44.27	33.63

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PLUM0675-001 01/07/2024

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...	\$ 52.83	31.02

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ROOF0221-001 11/06/2022

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply).....	\$ 43.15	21.21

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SHEE0293-001 03/05/2023

	Rates	Fringes
Sheet metal worker.....	\$ 47.37	31.71

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\* SUHI1997-002 09/15/1997

	Rates	Fringes
Drapery Installer.....	\$ 13.60 **	1.20
FENCE ERECTOR (Chain Link Fence).....	\$ 9.33 **	1.65

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$17.20) or 13658  
(\$12.90). Please see the Note at the top of the wage

determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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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.

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#### 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:** INTERSTATE ROUTE H-1  
SEISMIC RETROFIT  
WAIALAE VIADUCT INBOUND AND OUTBOUND  
DISTRICT OF HONOLULU  
ISLAND OF OAHU

**PROJECT NO.:** NH-H1-1(277)

**COMPLETION TIME:** 222 Working days from the date indicated in the Start Work Date from the Department.

**DBE PROJECT GOAL:** 6.2%

**DESIGN PROJECT MANAGER:**

**NAME:** Andrew Hirano  
**ADDRESS:** 601 Kamokila Boulevard, Room 688  
Kapolei, Hawaii 96707  
**PHONE NO.:** (808) 692-7546  
**FAX NO.:** (808) 692-7555

**ELECTRONIC SUBMITTAL:** Bidders shall submit and upload the complete proposal to HiePRO 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 HiePRO. See SPECIAL PROVISIONS 102.09 DELIVERY OF PROPOSALS for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

Director of Transportation  
869 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e., an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.
4. It will not maintain for its employees any segregated facilities at any of its establishments.
5. Does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 1032D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Unless amended by Special Provision, agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: Hawaii Standard Specifications for Road and Bridge Construction, 2005, and/or the General Provisions for Construction Projects for AIR and WATER Transportation Facilities Division dated 2016, as applicable, the Notice to Bidders, Special Provisions, Proposal, Contract, Bond Forms, and Project Plans.

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

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

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

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

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

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

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

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder has listed the name of each person or firm who will be engaged by the Bidder on the project as Subcontractor or Joint Contractor and the nature of work to be done by each on the following page. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor. For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

The undersigned Bidder asserts that affirmative action has been taken to seek out and consider Disadvantaged Business Enterprises (DBEs) for portions of the work which can be subcontracted, and the affirmative actions of the Bidder are fully documented in its records and are available upon request by the Department. It is also understood that it must meet or exceed the DBE contract goal listed on page P-1 or demonstrate that it made good faith efforts to meet the DBE project goal. The undersigned as Bidder, agrees to utilize each participating DBE that it submitted to meet the contract goal of \_\_\_\_\_% (percentage to be completed by Bidder) DBE participation if the contract is awarded to it, and shall maintain such DBE participation during the construction of this project.

**SUBCONTRACTOR LISTING**  
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
<b>SUBCONTRACTOR:</b>		
1.	_____	_____
1a <sup>1</sup> .	_____	_____
2.	_____	_____
2a.	_____	_____
3.	_____	_____
3a.	_____	_____
4.	_____	_____
4a.	_____	_____
5.	_____	_____
5a.	_____	_____
6.	_____	_____
6a.	_____	_____
7.	_____	_____
7a.	_____	_____

**NOTES:**

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

\_\_\_\_\_

<sup>1</sup> Second tier subcontractors

**JOINT CONTRACTOR LISTING**  
 (Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
<b>JOINT CONTRACTOR:</b>		
1.	_____	_____
	1a <sup>1</sup> . _____	_____
2.	_____	_____
	2a. _____	_____
3.	_____	_____
	3a. _____	_____
4.	_____	_____
	4a. _____	_____
5.	_____	_____
	5a. _____	_____
6.	_____	_____
	6a. _____	_____
7.	_____	_____
	7a. _____	_____

**NOTES:**

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

\_\_\_\_\_

<sup>1</sup> Second tier joint contractors

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

\_\_\_\_\_  
Bidder (Company Name)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person (If different from above.)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

NOTE:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If Bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.



**PROPOSAL SCHEDULE**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
203.0100	Roadway Excavation	L.S.	L.S.	L.S.	\$ _____
203.0200	Additional Utility Work for Roadway Excavation	F.A.	F.A.	F.A.	\$ <u>50,000.00</u>
209.0050	Installation, Maintenance, Monitoring, and Removal of BMP	L.S.	L.S.	L.S.	\$ _____
209.0200	Additional Water Pollution, Dust, and Erosion Control	F.A.	F.A.	F.A.	\$ <u>50,000.00</u>
230.0100	Contaminated Soil Handling	F.A.	F.A.	F.A.	\$ <u>70,000.00</u>
301.0100	Hot Mix Asphalt Base Course	L.S.	L.S.	L.S.	\$ _____
304.0100	Aggregate Base	L.S.	L.S.	L.S.	\$ _____
305.0100	Aggregate Subbase	L.S.	L.S.	L.S.	\$ _____
401.0400	PMA Pavement, Mix No. IV	L.S.	L.S.	L.S.	\$ _____
503.0100	Concrete in Footings	L.S.	L.S.	L.S.	\$ _____
602.0100	Reinforcing Steel for Footings	L.S.	L.S.	L.S.	\$ _____
612.0100	Grouted Rubble Paving	L.S.	L.S.	L.S.	\$ _____
629.1010	6-Inch Pavement Striping (Thermoplastic)	L.S.	L.S.	L.S.	\$ _____
629.2000	Crosswalk Marking (Thermoplastic)	L.S.	L.S.	L.S.	\$ _____

**PROPOSAL SCHEDULE**

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.2010	Type C or H Pavement Marker	L.S.	L.S.	L.S.	\$ _____
634.0100	Portland Cement Concrete Sidewalk	L.S.	L.S.	L.S.	\$ _____
636.0100	Additional E-Construction Programs, Additional Licenses or Additional Equipment	F.A.	F.A.	F.A.	\$ <u>10,000.00</u>
638.0100	Curb, Type 2D	L.S.	L.S.	L.S.	\$ _____
638.0200	Curb and Gutter, Type 2DG	L.S.	L.S.	L.S.	\$ _____
638.0300	Driveway Transition Section	L.S.	L.S.	L.S.	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices and Advertisement	F.A.	F.A.	F.A.	\$ <u>50,000.00</u>
645.7000	Traffic Control	L.S.	L.S.	L.S.	\$ _____
648.0100	Field-Posted Drawings	L.S.	L.S.	L.S.	\$ _____
656.0100	Drilling Holes and Installing Dowel Reinforcing Bars	L.S.	L.S.	L.S.	\$ _____
657.0100	Fiber Reinforced Polymer System	L.S.	L.S.	L.S.	\$ _____
657.0200	Additional Utility Work for FRP	F.A.	F.A.	F.A.	\$ <u>50,000.00</u>
695.0100	Public Education Materials or Services	F.A.	F.A.	F.A.	\$ <u>10,000.00</u>
699.1000	Mobilization (Not to Exceed 6 Percent of the Sum of All Items Excluding the Bid Price of this Item)	L.S.	L.S.	L.S.	\$ _____

**PROPOSAL SCHEDULE**

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
----------	------	------------------	------	------------	--------

Total Amount for Comparison of Bids.....

\$ \_\_\_\_\_

NOTE:

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
3. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
4. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
5. Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HlePRO.

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

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

1 **PROPOSAL SCHEDULE**

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

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

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

**SURETY BID BOND**

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(Full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

\_\_\_\_\_  
(Name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

\_\_\_\_\_  
(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

\_\_\_\_\_  
(Required amount of bid security)

Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS:**

The Principal has submitted an offer for \_\_\_\_\_

\_\_\_\_\_  
(Project by number and brief description)

**NOW, THEREFORE:**

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

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

(Seal) \_\_\_\_\_  
Name of Principal (Offeror)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal) \_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

SAMPLE FORMS

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Disclosure of Lobbying Activities (Standard Form - LLL and LLL-A)

Statement of Compliance (Form WH-348)

Chapter 104, HRS Compliance Certificate

C O N T R A C T

THIS AGREEMENT, made this day \_\_\_\_\_, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE\_OF\_INCORPORATON», whose business/post office address is «ADDRESS» hereinafter referred to as "CONTRACTOR",

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for

“«PROJECT\_NAME\_AND\_NO»”,

or such a part thereof as shall be required by the STATE, the total amount of which labor, materials and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»----- DOLLARS

(\$«BASIC\_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC\_NUMERIC»

which shall be provided from the following funds:

Federal Funds.....	.....
State Funds.....	.....
TOTAL AMOUNT.....	.....

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT NO ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING DAYS», from the date indicated in the notice to proceed from the STATE, subject, however, to such extensions as may be provided for under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»-----DOLLARS (\$«BASIC NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA NUMERIC») is hereby provided for extra work and shall be provided from the following funds:



Federal Funds.....  
 State Funds.....  
 Total.....

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sum of ----«FEDERAL\_BASIC»----DOLLARS (\$«FEDERAL\_BASIC\_NUMERIC») and ----«FEDERAL\_EXTRAS»----DOLLARS (\$«FEDERAL\_EXTRAS\_NUMERIC»), a portion of the contract price and extras, respectively, shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

\_\_\_\_\_  
Director of Transportation

«CONTRACTOR»

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

**PERFORMANCE BOND (SURETY)**  
(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

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

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

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

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

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

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

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

**NOW THEREFORE**, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in  
strict accordance with the terms of the Contract as said Contract may be modified or amended  
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

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

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

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

(Seal)

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

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

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

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

# PERFORMANCE BOND

## KNOW ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_  
*(State/County entity)*

its successors and assigns, as Oblige, hereinafter called Oblige, in the amount

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

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

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

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

**WHEREAS:**

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

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

**NOW THEREFORE,**

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

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

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

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

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

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

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC

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

**KNOW TO ALL BY THESE PRESENTS:**

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

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

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

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

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

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

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

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

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

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



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

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

(Seal)

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

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

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

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

# LABOR AND MATERIAL PAYMENT BOND

## KNOW ALL BY THESE PRESENTS:

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

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

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

**WHEREAS:**

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

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

**NOW THEREFORE,**

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

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

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

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

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

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

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

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC

**DISCLOSURE OF LOBBYING ACTIVITIES**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure.)

Approved by  
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime  Congressional District, <i>if known</i> :
6. Federal Department/Agency:	7. Federal Program Name/Destination:  CFDA Number, <i>if applicable</i> :	
8. Federal Action Number, <i>if known</i> :	9. Award Amount, <i>if known</i> : \$	
10. a. Name and address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment ( <i>check all that apply</i> ): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment ( <i>check all that apply</i> ): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment ( <i>check all that apply</i> ): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees(s) or Member(s) contacted, for Payment Indicated in Item 11:   (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal Agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) or Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

STATEMENT OF COMPLIANCE

Date \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:

(Name of signatory party) (Title)  
 (1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on  
 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 \_\_\_\_\_