



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

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

FOR

KAMEHAMEHA HIGHWAY

WAIMEA BAY ROCKFALL PROTECTION PHASE 2

FEDERAL-AID PROJECT NO. NH-083-1(090)

DISTRICT OF KOOLAULOA

ISLAND OF OAHU

FY 2026

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

The receiving of bids for **KAMEHAMEHA HIGHWAY, WAIMEA BAY ROCKFALL PROTECTION PHASE 2, DISTRICT OF KOOLAULOA, ISLAND OF OAHU, FEDERAL-AID PROJECT NO. NH-083-1(090)**, 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 AND TIME is February 5, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HiePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection.**

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

The scope of work consists of the removal of existing rockfall protection fence and installation of new rockfall protection fence. The estimated cost of construction is between \$4,500,000.00 and \$5,500,000.00.

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 January 23, 2026, at 10:00 a.m., HST. Interested bidders shall contact Mung Fa (Mel) Chung, Project Manager, directly at mungfa.chung@hawaii.gov, no later than five working days prior to the scheduled pre-bid conference to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HiePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HiePRO **no later than January 26, 2026, at 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HiePRO.

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

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

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

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

The U.S. Department of Transportation Regulation entitled “Nondiscrimination in Federally Assisted Programs of the U.S. Department of Transportation”, Title 49, Code of Federal Regulations (CFR), Part 21, is applicable to this project. Bidders are hereby notified that the 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).

Disadvantaged Business Enterprise. 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 enforce compliance with the applicable requirements of the Disadvantaged Business Enterprise program with respect to this project.

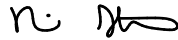
Bidders shall read the following included in the solicitation:

1. “REQUIREMENTS FOR PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS”

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 Mung Fa (Mel) Chung, Project Manager, by phone at [\(808\)832-3405](tel:8088323405), or by email at mungfa.chung@hawaii.gov.

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



ROBIN K. SHISHIDO
Deputy Director of Transportation for Highways

HIePRO RELEASE DATE: January 15, 2026

TABLE OF CONTENTS

Notice To Bidders

Instructions for Contractor’s Licensing

Notice of Requirement for Affirmative Action to Ensure
Equal Employment Opportunity (Executive Order 11246)

Civil Rights Compliance and Disadvantaged Business Enterprise Special
Provisions

Required Federal-Aid Contract Provisions

Special Provisions Title Page

Special Provisions:

DIVISION 100 - GENERAL PROVISIONS		
Section	Description	Pages
101	Terms, Abbreviations, and Definitions	101-1a – 101-13a
102	Bidding Requirements and Conditions	102-1a – 102-8a
103	Award And Execution of Contract	103-1a – 103-4a
104	Scope of Work	104-1a – 104-2a
105	Control of Work	105-1a – 105-3a
106	Material Restrictions and Requirements	106-1a – 106-4a
107	Legal Relations and Responsibility to Public	107-1a – 107-3a
108	Prosecution And Progress	108-1a – 108-25a
109	Measurement and Payment	109-1a – 109-2a

DIVISION 200 - EARTHWORK		
Section	Description	Pages
202	Removal of Structures and Obstructions	202-1a
204	Excavation and Backfill for Miscellaneous Facilities	204-1a
209	Temporary Water Pollution, Dust, and Erosion Control	209-1a – 209-29a
212	Archaeological Monitoring	212-1a – 212-3a

DIVISION 600 - INCIDENTAL CONSTRUCTION		
Section	Description	Pages
601	Structural Concrete	601-1a – 601-15a
602	Reinforcing Steel	602-1a
628	Shotcrete	628-1a
636	E-Construction	636-1a – 636-6a
645	Work Zone Traffic Control	645-1a – 645-18a
659	Erosion Control Matting	659-1a – 659-2a
671	Protection of Endangered Species	671-1a – 671-11a
695	Rockfall Protection Fence	695-1a – 695-11a
697	Project Web Page	697-1a – 697-2a
699	Mobilization	699-1a

DIVISION 700 – MATERIALS		
Section	Description	Pages
750	Traffic Control Sign and Marker Materials	750-1 – 750-2

Requirement of Chapter 104, HRS
Wages and Hours of Employees on Public Works Law

Federal Wage Rates

Proposal Title Page

Proposal P-1 – P-7
Proposal Schedule P-8 – P-10

Surety Bid Bond

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

END OF TABLE OF CONTENTS

INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

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

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

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

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

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

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

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

**CIVIL RIGHTS COMPLIANCE AND DISADVANTAGED BUSINESS
ENTERPRISE SPECIAL PROVISIONS**

I. GENERAL

This project is subject to Title 49 Code of Federal Regulations (CFR), 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, as revised by the United States Department of Transportation's (USDOT) DBE Interim Final Rule (IFR) issued October 3, 2025 (hereinafter referred to as IFR). The following shall be incorporated as part of the contract documents for compliance. If any requirements herein 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

The Hawai'i Department of Transportation's (HDOT) Disadvantaged Business Enterprise (DBE) program will operate in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service.

Bidders/offerors, subcontractors, consultants, vendors, suppliers, distributors, manufacturers, trucking companies, service providers, etc. shall fully inform themselves with respect to the requirements of the DBE Regulations.

HDOT's DBE program remains in effect pursuant to 49 CFR Parts 23 and 26. However, consistent with the USDOT's IFR effective October 3, 2025, HDOT has suspended race-conscious measures including DBE contract goals, counting of DBE participation, and associated special provisions, pending the completion of HDOT's DBE certification reevaluation. Where indicated, HDOT reserves the right to reinstate or amend DBE special provisions at a later date, subject to approval by the appropriate USDOT operating administration.

HDOT reserves the right to reimplement, revise, or otherwise modify any reserved provisions, in whole or in part, following its reevaluation period or upon receipt of additional federal guidance. Upon such reimplementation, contractors will be notified in writing and shall comply with the updated requirements as directed by HDOT.

III. NON-DISCRIMINATION POLICY

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, as revised by the

DBE IFR, 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 REGISTRATION

HDOT requests that all bidders/offers bidding projects submit the Bidder Registration Form to: HDOT-DBE@hawaii.gov. The Bidder Registration Form can be downloaded at:

<https://hidot.hawaii.gov/administration/files/2025/10/RBidRegistration-09.18.25-rev-DBE-IFR-10.15.25.pdf>.

Registered bidders/offers are posted on the website at:
<https://hidot.hawaii.gov/administration/ocr/dbe/>.

V. BIDDER/OFFEROR RESPONSIBILITIES (RESERVED)

VI. PROPOSAL REQUIREMENTS (RESERVED)

VII. COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL (RESERVED)

VIII. USE OF JOINT CHECKS UNDER THE DBE PROGRAM (RESERVED)

IX. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD (RESERVED)

X. ADMINISTRATIVE RECONSIDERATION (RESERVED)

XI. AWARD OF CONTRACT (RESERVED)

XII. REPLACEMENT OF A DBE ON A PROJECT WITH A CONTRACT GOAL (RESERVED)

XIII. 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 HDOT 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/>.

XIV. PAYMENT

A. HDOT 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. HDOT will not withhold any amount from any payment to the contractor, including retainage.

B. The contractor shall pay all subcontractors within 10 calendar days after receipt of any progress payments from HDOT. This clause applies to all subcontractors, and all tiers of subcontracts. As per HRS § 103-10.5 Prompt payment, the contractor will verify that payment or retainage has been released to the subcontractors or its suppliers within the specified time through entries in HDOT’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 HDOT’s satisfaction, will be reported by the Contractor or the subcontractor.

C. 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 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 HDOT. The contractor must obtain the prior written approval from HDOT before it can continue to withhold retainage from any subcontractor who has completed its portion of the work. This clause applies all subcontractors, and all tiers of subcontracts.

XV. RECORDS

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

1. The names, address, phone number, and contact person of consultants, subcontractors, manufacturers, suppliers, distributors, truckers and vendors;
2. The nature of work of each consultant, subcontractor, manufacturer, supplier, distributor, trucker and vendor;
3. The dollar amount contracted with each consultant, subcontractor, manufacturer, supplier, distributor, trucker and vendor; and
4. Cumulative dollar amount of all change orders to the subcontract.

XVI. FAILURE TO COMPLY WITH STATED 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, suppliers, and distributors are hereby advised that failure to carry out all 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 HDOT 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.

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS

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

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

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

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

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

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

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

22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

170
171 **Bid** - See Proposal.

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

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

180

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

185

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

189

190 **Calendar Day** - See Day.

191

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

201

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

203

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

206

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

209

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

215

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

218

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

221

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

229

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

232

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

235

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

238

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

245

246 **Contracting Officer** - See Engineer.

247

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

251

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

254

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

258

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

261

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

264

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

268

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

271

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

273

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

280

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

285

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

288

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

293

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

297

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

300

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

303

304 **Hawaii eProcurement System (HlePRO)** - The State of Hawaii eProcurement
305 System for issuing solicitations, receiving 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 (2) The character, quality, and quantity of materials;

101 (3) The difficulties to be encountered; and

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

103
104
105
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 (2) The products of the respective unit prices and quantities

127 (3) The lump sum amount; and

128
129 (4) The total amount of the proposal obtained by adding the amounts
130 of the several items.

131
132 The words and figures shall be in ink or typed. If a discrepancy occurs
133 between the prices written in words and those written in figures, the prices written
134 in words shall govern.
135
136
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, Aliiaimoku 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
227 complete proposal to HlePRO prior to the bid opening date and time. Proposals
228 received after said due date and time shall not be considered. Any additional
229 support documents explicitly designated as confidential and/or proprietary shall
230 be 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 GROUNDS 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. As specified in the Notice
293 to Bidders, all requests shall be posted as a question in HlePRO under the
294 "Question and Answer" tab. Supporting documents for specific request
295 shall be emailed to the Project Manager specified in the Notice to Bidders.
296 Request must be posted in HlePRO and supporting documents received
297 by the Project Manager no later than fourteen (14) calendar days before
298 the bid opening 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 **102.15 Preferences.** Preferences shall not apply to this project.

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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. No
28 response to request shall mean the bidder shall no longer be eligible for award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

92 A Hawaii business that is a sole proprietorship, is not required
93 to register with the BREG, and therefore not required to submit a
94 certificate of good standing. Bidders are advised of costs associated
95 with registering and obtaining a Certificate of Good Standing from
96 the DCCA.

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

100
101 <http://cca.hawaii.gov/>
102

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

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

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

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

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

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

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

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

Such bonds shall also by the terms 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

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

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

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

END OF SECTION 104

1 **SECTION 105 – CONTROL OF WORK**

2
3 Make the following amendments to said Section:

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

7
8 **“105.01 Authority.**

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

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

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

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

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

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

47 **(C) Authority of the Consultant and Construction Management.**
48 The State may engage consultants and construction managements to
49 perform duties in connection with the work. Unless otherwise specified in
50 writing to the Contractor, such retained consultants and construction
51 managements shall have no greater authority than an Inspector.”
52

53 **(II) Amend Subsection 105.02 - Submittals** by revising the first paragraph
54 from lines 52 to 61 to read as follows:
55

56 **“105.02 Submittals.** The contract contains the description of various items
57 that the Contractor must submit to the Engineer for review and acceptance. The
58 Contractor shall review all submittals for correctness, conformance with the
59 requirements of the contract documents and completeness before submitting
60 them to the Engineer. The submittal shall indicate the contract items and
61 specifications subsections for which the submittal is provided. The submittal
62 shall be legible and clearly indicate what portion of the submittal is being
63 submitted for review. The Contractor shall provide six copies of the required
64 submissions at the earliest possible date.”
65

66 **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**
67 **Provisions** to read as follows:
68

69 **“(A) Furnishing Drawings and Special Provisions.** The State will
70 furnish the Contractor an electronic set of the special provisions and
71 plans.” The Contractor shall have and maintain at least one set of plans
72 and specifications on the work site, at all times.”
73

74 **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines
75 421 to 432 to read as follows:
76

77 **“(D) No Designated Storage Area.** If no storage area is designated
78 within the contract documents, materials and equipment may be stored
79 anywhere within the State highway right-of-way, provided such storage
80 and access to and from such site, within the sole discretion of the
81 Engineer, does not create a public or traffic hazard or an impediment to
82 the movement of traffic.”
83

84 **(V) Amend 105.16(A) – Subcontract Requirements** by adding the following
85 paragraph after line 483:
86

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

89	Section	Description
90	No.	
91		
92	645	Contract Item No. 645.0100 under Section 645 – Traffic Control
93		
94	695	Contract Item No. 695.0100 under Section 695 – Rockfall Protection Fence
95		
96		
97	(VI)	Amend Subsection 105.16(B) – Substituting Subcontractors from line 487 to line 494 to read:
98		
99		
100		“(B) Substituting Subcontractors. Under HRS Chapter 103D-302, the Contractor is required to list the names of persons or firms to be engaged by the Contractor as a subcontractor or joint contractor in the performance of the contract. No subcontractor may be added or deleted, unless authorized by the Engineer. Substitutions will be allowed only if the subcontractor:
101		
102		
103		
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109		
110		END OF SECTION 105

1 -Make the following amendment to said Section:
2

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

5
6 **(I)** Amend **106.05(B) – Deviations** 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)** Replace **106.11 – Steel and Iron Construction Material** lines 238 through
13 277 with the following:
14

15 **106.11 Domestic Materials Procurement Preference.** Federal-aid contracts
16 are subject to the Domestic Materials Procurement Preference, as established by
17 the Buy America Act (1978 Surface Transportation Assistance Act) and the Build
18 America, Buy America (BABA) Act (2021 Infrastructure Investment and Jobs Act).
19 This requirement applies to the following categories of products and materials that
20 are permanently incorporated into the project.
21

22 **(1)** Iron or Steel Products, 23 CFR § 635.410 (Buy America).
23

24 **(2)** Construction Materials, 2 CFR Part 184 (BABA).
25

26 **(3)** Manufactured Products, 23 CFR § 635.410 (Buy America).
27

28 **(4)** Other materials, including BABA Section 70917(c) materials.
29

30 An article, material, or supply should not be considered to fall into multiple
31 categories, except for precast concrete products and ITS and electronic hardware
32 system cabinets and enclosures which are designated as falling into 2 categories:
33 Manufactured Products and Steel or Iron in accordance with 23CFR
34 635.410(c)(2)(i) and (ii) and 106.11(C). The classification of an article, material, or
35 supply into the categories must be based on its status at the time it is brought to
36 the work site for incorporation into an infrastructure project. In general, the work
37 site is the location of the infrastructure project at which the iron, steel,
38 manufactured products, and construction materials will be incorporated.
39

40 **(A) Iron and Steel Products.** For Federal-aid projects, steel and iron
41 products permanently incorporated into the project shall be melted and
42 manufactured in the United States in accordance with 23 CFR § 635.410
43 Buy America Requirements.
44

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Steel or iron products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both and the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product, and a good faith estimate of the cost of iron or steel components.

Manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron.

(B) Construction Materials. Construction materials mean articles, materials, or supplies that consist of only one of the items listed below, except as provided in Subsection 106.11(C) – Manufactured Products subparagraphs (1) and (2). All manufacturing processes, as defined in 2 CFR § 184.6 for these construction materials, must occur in the United States.

- (1) Non-ferrous metals.
- (2) Plastic and polymer-based products such as:
 - (a) Polyvinylchloride.
 - (b) Composite building materials.
 - (c) Polymers used in fiber optic cables.
- (3) Glass (including optic glass).
- (4) Fiber optic cable (including drop cable).
- (5) Optical fiber.
- (6) Lumber.
- (7) Engineered wood.
- (8) Drywall.

89 BABA Section 70917(c) materials, as defined in 2 CFR § 184.3, do
90 not require domestic sourcing or domestic material certification. BABA
91 Section 70917(c) materials means:

- 92
- 93 (1) Cement and cementitious materials.
 - 94
 - 95 (2) Aggregates such as stone, sand, or gravel.
 - 96
 - 97 (3) Aggregate binding agents or additives.
 - 98

99 **(C) Manufactured Products.** Buy America requirements apply to
100 manufactured products. Manufactured products are defined as articles,
101 materials, or supplies that have been processed into a specific form and
102 shape or combined with other articles, materials, or supplies to create a
103 product with different properties than the individual articles, materials, or
104 supplies. For Federal-aid projects, all manufactured products must be
105 produced in the United States.

106

107 For projects let on or after October 1, 2025, manufactured products
108 shall be manufactured, including final assembly, in the United States.

109

110 For projects let on or after October 1, 2026, manufactured products
111 shall be manufactured, including final assembly, in the United States. The
112 cost of the components of the manufactured product that are mined,
113 produced, or manufactured in the United States shall be greater than 55
114 percent of the total cost of all components of the manufactured product.

115

- 116 (1) Precast Concrete – Precast Concrete products that are
117 classified as manufactured products, components of precast
118 concrete products that consist wholly or predominantly of iron or steel
119 or a combination of both, shall also meet the requirements of
120 Subsection 106.11(A) – Iron and Steel Products.

121

- 122 (2) Intelligent Transportation and Electronic Hardware Systems –
123 Intelligent transportation systems and other electronic hardware
124 systems that are installed in the highway right of way or other real
125 property and classified as manufactured products. The cabinets or
126 other enclosures of such systems that consist wholly or
127 predominantly of iron or steel or a combination of both shall also
128 meet the requirements of Subsection 106.11(A) – Iron and Steel
129 Products.

130

131 **(D) Contractor Domestic Materials Preference (DMP) Form.** The
132 Prime Contractor shall provide a Contractor Domestic Materials Preference
133 Form using the E-Construction platform. A DMP form must be submitted for
134 iron, steel, construction materials, and manufactured products delivered to
135 the project and permanently incorporated into the work. The Prime
136 Contractor shall provide supporting documentation to assure the article,
137 material, or supply meets the Domestic Materials Procurement Preference
138 requirements as established in the Buy America Act (1978 Surface
139 Transportation Assistance Act) and the Build America, Buy America (BABA)
140 Act (2021 Infrastructure Investment and Jobs Act).

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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 **(b)** Personal & Advertising Injury, and
- 113 **(c)** Bodily Injury & Property Damage
114
115
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."
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END OF SECTION 107

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

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

5
6 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the
7 Contractor not more 30 calendar days after the contract certification date. The
8 Engineer may suspend the contract before issuing the Notice To Proceed, in
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 60 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
60 preconstruction 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
111 the 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.

273
 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.

277
 278 (f) Failure to follow the procedure within the time allowed
 279 by contract to request a time extension.

280
 281 (g) Failure of the Contractor to provide evidence sufficient
 282 to support the time extension request.

283
 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.

287
 288 **108.06 Progress Schedules.**

289
 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
385 in concrete construction. Indicate location of work to be done
386 in 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 (a) Quantity, type, make, and model of equipment.
- 470
- 471 (b) The manpower to do the work, specifying worker
 472 classification.
- 473
- 474 (c) The production rate per eight hour day, or the working
 475 hours established by the contract documents needed to meet
 476 the time indicated on the schedule. If the production rate is
 477 not for eight hours, the number of working hours shall be
 478 indicated.
- 479
- 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,

108.06

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 **(I) 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
590 a 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 \$ 3,900 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.

108.10

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
1112
1113

END OF SECTION 108

49
50
51
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55

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

END OF SECTION 109

1 **SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **202.04 – Measurement** by revising lines 119 to 120 to read as
6 follows:

7
8 **“202.04 Measurement.** If the proposal provides a contract item for the
9 removal of structure and obstructions, the removal of structures and obstructions
10 will be paid on a lump sum basis. Measurement for payment will not apply.

11
12 The removal of existing fallen rocks will be paid on a lump sum basis.
13 Measurement for payment will not apply.”

14
15 **(II)** Amend **202.05 – Payment** by revising lines 122 to 131 to read as follows:

16
17 **“202.05 Payment.** If the proposal does not show a contract item for the
18 removal of structures and obstructions, the Engineer will not pay for the removal
19 of structures and obstructions separately. The Contractor shall consider them
20 incidental to the various contract items.

21
22 The Engineer will pay for fence and gate stipulated for removal and disposal at
23 the contract price bid per unit specified in the proposal. The price shall be full
24 compensation for removal and disposal of that items, excavation, backfill,
25 salvage of materials removed. Salvaging of materials removed includes their
26 custody, preservation, storage on the right-of-way. Also, the price shall be full
27 compensation for equipment, tools, labor materials and incidentals necessary to
28 complete the work.

29
30 The Engineer will pay for the accepted removal of existing fallen rocks on
31 a lump sum basis. Payment will be full compensation for the work prescribed in
32 the contract documents.

33
34 The Engineer will pay for the following pay item when included in the
35 proposal schedule.

36

Pay Item	Pay Unit
39 Removal of Existing Rockfall Protection Fence	Lump Sum
41 Removal of Existing Metal Gate	Lump Sum
43 Removal of Existing Fallen Rocks	Lump Sum”

44
45

END OF SECTION 202

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

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

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

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

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

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

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

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

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

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

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

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

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

78
79 **209.03 Construction.**

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

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

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

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

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

100
101 **1.** An identification of potential pollutants and their
102 sources.

103
104 **2.** A list of all materials and heavy equipment to be
105 used during construction.

106
107 **3.** Descriptions of the methods and devices used to
108 minimize the discharge of pollutants into State waters,
109 drainage or sewer systems.

110
111 **4.** Details of the procedures used for the
112 maintenance and subsequent removal of any erosion or
113 siltation control devices.

114
115 **5.** Methods of removing and disposing hazardous
116 wastes encountered or generated during construction.

117
118 **6.** Methods of removing and disposing concrete and
119 asphalt pavement cutting slurry, concrete curing water,
120 and hydrodemolition water.

121
122 **7.** Spill Control and Prevention and Emergency Spill
123 Response Plan.

124
125 **8.** Fugitive dust control, including dust from grinding,
126 sweeping, or brooming off operations or combination
127 thereof.

128
129 **9.** Methods of storing and handling of oils, paints
130 and other products used for the project.

131
132 **10.** Material storage and handling areas, and other
133 staging areas.

134
135 **11.** Concrete truck washouts.

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

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

(c) Construction schedule.

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

(e) Description of fill material to be used.

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

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

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

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

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

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

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

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

225 If necessary, furnish and install rain gage in a secure location prior to
226 field work including installation of site-specific BMP. Provide rain gage with
227 a tolerance of at least 0.05 inches of rainfall. Install rain gage on project site
228 in an area that will not deter rainfall from entering the gate opening. Do not
229 install in a location where rain water may splash into rain gage. The rain
230 gage installation shall be stable and plumbed. Maintain rain gage and
231 replace rain gage that is stolen, does not function properly or accurately, is
232 worn out, or needs to be relocated. Do not begin field work until rain gage is
233 installed and Site-Specific BMPs are in place. Rain gage data logs shall be
234 readily available. Submit rain gage data logs weekly to the Engineer.
235

236 Address all comments received from the Engineer.
237

238 Modify and resubmit plans and construction schedules to correct
239 conditions that develop during construction which were unforeseen during
240 the design and pre-construction stages.
241

242 Coordinate temporary control provisions with permanent control
243 features throughout the construction and post-construction period.
244

245 Limit maximum surface area of earth material exposed at any time to
246 300,000 square feet. Do not expose or disturb surface area of earth material
247 (including clearing and grubbing) until BMP measures are installed and
248 accepted in writing by the Engineer. Protect temporarily or permanently
249 disturbed soil surface from rainfall impact, runoff and wind before end of the
250 work day.
251

252 Immediately initiate stabilizing exposed soil areas upon completion of
253 earth disturbing activities for areas permanently or temporarily ceased on any
254 portion of the site. Earth-disturbing activities have permanently ceased when
255 clearing and excavation within any area of the construction site that will not
256 include permanent structures has been completed. Earth-disturbing
257 activities have temporarily ceased when clearing, grading, and excavation
258 within any area of the site that will not include permanent structures will not
259 resume for a period of 14 or more calendar days, but such activities will
260 resume in the future. The term "immediately" is used in this section to define
261 the deadline for initiating stabilization measures. "Immediately" means as
262 soon as practicable, but no later than the end of the next work day, following
263 the day when the earth-disturbing activities have temporarily or permanently
264 ceased.
265

266 For projects with an NPDES Permit for Construction activities:
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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:

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

317
318 (2) Complete all soil conditioning, seeding, watering or irrigation
319 installation, mulching, and other required activities related to the
320 planting and initial establishment of vegetation as soon as conditions
321 or circumstances allow it on the site; and

322
323 (3) Notify and provide documentation to the Engineer the
324 circumstances that prevent the Contractor from meeting the deadlines
325 above for stabilization and the schedule the Contractor will follow for
326 initiating and completing initial stabilization and as agreed to by the
327 Engineer.

328
329 Follow the applicable requirements of the specifications and special
330 provisions including Section 619 Planting and Section 641 Hydro-Mulch
331 Seeding.

332
333 Immediately after seeding or planting the area to be vegetatively
334 stabilized, to the extent necessary to prevent erosion on the seeded or
335 planted area, select, design, and install non-vegetative erosion controls that
336 provide cover (e.g., mulch, rolled erosion control products) to the area while
337 vegetation is becoming established.

338
339 Protect exposed or disturbed surface area with mulches, grass seeds
340 or hydromulch. Spray mulches at a rate of 2,000 pounds per acre. Add
341 tackifier to mix at a rate of 85 pounds per acre. Apply grass seeds at a rate
342 of 125 pounds per acre. For hydromulch, use the ingredients and rates
343 required for mulches and grass seeds. Submit recommendations from a
344 licensed Landscape Architect when deviating from the application rates
345 above.

346
347 Apply fertilizer to mulches, grass seed or hydromulch per
348 manufacturer's recommendations. Submit recommendations from a licensed
349 Landscape Architect when deviating from the manufacturer's
350 recommendations.

351
352 Install velocity dissipation measures when exposing erodible surfaces
353 greater than 15 feet in height.

354
355 BMP measures shall be in place and operational at the end of work
356 day or as required by Section 209.03(B) Construction Requirements.

357

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

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

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

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

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

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

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

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

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

399
400 Properly maintain all Site-Specific BMP measures.

401
402 For projects with an NPDES Permit for Construction Activities:
403

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

- 407
- 408 (a) Weekly.
 - 409
 - 410 (b) Within 24 hours of any rainfall of 0.25 inch or greater
411 which occurs in a 24-hour period.
 - 412
 - 413 (c) When existing erosion control measures are damaged
414 or not operating properly as required by Site-Specific BMP.
 - 415

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

- 419
- 420 (a) Weekly.
 - 421
 - 422 (b) When existing erosion control measures are damaged
423 or not operating properly as required by Site-Specific BMP.
 - 424

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

- 428
- 429 (a) Weekly.
 - 430
 - 431 (b) When existing erosion control measures are damaged
432 or not operating properly as required by Site-Specific BMP.
 - 433

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

437

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

441

442 The Contractor's designated representative specified in Subsection
443 209.03(A)(2)(d) shall address any Site-Specific BMP deficiencies brought up
444 by the Engineer immediately, including weekends and holidays, and
445 complete work to fix the deficiencies by the close of the next work day if the
446 problem does not require significant repair or replacement, or if the problem
447 can be corrected through routine maintenance. Address any Site-Specific
448 BMP deficiencies brought up by the State's Third-Party Inspector in the
449 timeframe above or as specified in the Consent Decree or MS4 NPDES

450 Permit, whichever is more stringent. The Consent Decree timeframe
451 requirement applies statewide. The MS4 NPDES Permit only applies to
452 Oahu. In this section, "immediately" means the Contractor shall take all
453 reasonable measures to minimize or prevent discharge of pollutants until a
454 permanent solution is installed and made operational. If a problem is
455 identified at a time in the day in which it is too late to initiate repair, initiation
456 of repair shall begin on the following work day. When installation of a new
457 pollution prevention control or a significant repair is needed, complete
458 installation or repair no later than 7 calendar days from the time of
459 notification/Contractor discovery. Notify the Engineer and document why it
460 is infeasible to complete the installation or repair within 7 calendar days and
461 complete the work as soon as practicable and as agreed to by the Engineer.
462 Address Site-Specific BMP deficiencies discovered by the Contractor within
463 the timeframe above. The Contractor's failure to satisfactorily address these
464 Site-Specific BMP deficiencies, the Engineer reserves the right to employ
465 outside assistance or use the Engineer's own labor forces to provide
466 necessary corrective measures. The Engineer will charge the Contractor
467 such incurred costs plus any associated project engineering costs. The
468 Engineer will make appropriate deductions from the Contractor's monthly
469 progress estimate. Failure to apply Site-Specific BMP measures may result
470 in one or more of the following: assessment of liquidated damages,
471 suspension, or cancellation of Contract with the Contractor being fully
472 responsible for all additional costs incurred by the State.

473
474 **(C) Discharges of Storm Water Associated with Construction**
475 **Activities.** If work includes disturbance of one acre or more, an NPDES
476 Permit authorizing Discharges of Storm Water Associated with Construction
477 Activity (CWB-NOI Form C) or Individual Permit authorizing storm water
478 discharges associated with construction activity is required from the
479 Department of Health Clean Water Branch (DOH-CWB).

480
481 Do not begin construction activities until all required conditions of the
482 permit are met and submittals detailed in Subsection 209.03(A)(2) – Water
483 Pollution, Dust, and Erosion Control Submittals are completed and accepted
484 in writing by the Engineer.

485
486 **(D) Discharges Associated with Hydrotesting Activities.** If
487 hydrotesting activities require effluent discharge into State waters or drainage
488 systems, an NPDES Hydrotesting Waters Permit (CWB-NOI Form F) or
489 Individual Permit authorizing discharges associated with hydrotesting from
490 DOH-CWB is required from the DOH-CWB.

491
492 Do not begin hydrotesting activities until the DOH-CWB has issued an
493 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).
494 Conduct Hydrotesting operations in accordance with the conditions of the
495 permit or NGPC.

496 **(E) Discharges Associated with Dewatering Activities.** If dewatering
497 activities require effluent discharge into State waters or drainage systems, an
498 NPDES Dewatering Permit (CWB-NOI Form G) or Individual Permit
499 authorizing discharges associated with dewatering from DOH-CWB is
500 required from the DOH-CWB.
501

502 Do not begin dewatering activities until the DOH-CWB has issued an
503 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).
504 Conduct dewatering operations in accordance with the conditions of the
505 permit or NGPC.
506

507 **(F) Solid Waste.** Submit the Solid Waste Disclosure Form for
508 Construction Sites to the Engineer within 30 calendar days of contract
509 certification date. Keep copies onsite or readily accessible during an onsite
510 inspection or upon request by the Engineer, HDOT Third-Party Inspector,
511 and/or department of Health (DOH)/Environmental Protection Agency (EPA)
512 Representative.
513

514 Notify Engineer a minimum of 48 hours prior to removal of material
515 from the site. Provide a copy of all the disposal receipts from the facility
516 permitted by the DOH to receive solid waste or any intermediary facility where
517 solid waste is handled or processed, haul tags, and any documentation as
518 requested by the Engineer by the last day of each month.
519

520 All material used on the project and taken off site shall be considered
521 solid waste. If the Contractor elects to reclassify material as inert fill for reuse,
522 DOH Hazard Evaluation & Emergency Response (HEER) testing guidance
523 must be followed. No material generated from the project shall be classified
524 as inert fill material for reuse without testing, obtaining required
525 approvals/permits, providing disposal locations and quantities, and obtaining
526 prior written approval from the Engineer. Failure to comply with these
527 requirements will result in fines/liquidated damages in accordance with
528 Special Provisions Section 209 - Temporary Water Pollution, Dust, and
529 Erosion Control and HDOT's Enforcement Response Plan.
530

531 **(G) Construction BMP Training.** The Contractor's representative
532 responsible for development of the Site-Specific BMP Plan and
533 implementation of Site-Specific BMPs in the field shall attend the State's
534 Construction Best Management Practices Training. The Contractor shall
535 keep training logs updated and readily available.
536

537 **209.04 Measurement.**

538

539 **(A)** Installation, maintenance, monitoring, and removal of BMP will be paid
540 on a lump sum basis. Measurement for payment will not apply.
541

542 (B) The Engineer will only measure additional water pollution, dust and
543 erosion control required and requested by the Engineer on a force account
544 basis in accordance with Subsection 109.06 – Force Account Provisions and
545 Compensation.

546
547 **209.05 Payment.** The Engineer will pay for accepted pay items listed below at
548 contract price per pay unit, as shown in the proposal schedule. Payment will be full
549 compensation for work prescribed in this section and contract documents.

550
551 The Engineer will pay for each of the following pay items when included in
552 proposal schedule:

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

553
554
555
556
557
558 Payment for all work prescribed in this section including submittals,
559 sampling, testing, reporting, dust control measures, installation, maintenance,
560 monitoring, implementation of the SWPPP, and removal of BMPs shall be paid for
561 under the lump sum pay item shown in the proposal schedule. This includes
562 payment for: installation or modification of Site-Specific BMP measures due to
563 changes in the Contractor’s means and methods, omitted conditions that should
564 have been allowed for in the Contractor’s accepted SWPPP, Site-Specific BMP
565 repairs, or replacement of an accepted Site-Specific BMP that is not satisfactorily
566 performing.

Additional Water Pollution, Dust, and Erosion Control	Force Account
-------------------------------------------------------	---------------

567
568
569
570 An estimated amount for force account is allocated in proposal schedule
571 under ‘Additional Water Pollution, Dust, and Erosion Control’, but actual amount to
572 be paid will be the sum shown on accepted force account records, whether this sum
573 be more or less than estimated amount allocated in proposal schedule. The
574 Engineer will pay for BMP measures requested by the Engineer that are beyond
575 scope of accepted Site-Specific BMP/SWPPP on a force account basis.

576
577 No progress payment will be authorized until the Engineer accepts in writing
578 Site-Specific BMP or when the Contractor fails to maintain project site in accordance
579 with accepted BMP.

580
581 For all citations or fines received by the Department for non-compliance,
582 including compliance with NPDES Permit conditions, the Contractor shall reimburse
583 State within 30 calendar days for full amount of outstanding cost State has incurred,
584 or the Engineer will deduct cost from progress payment.

585
586 The Engineer will not pay for work to repair or compensate for damages
587 caused by dust or water.

588
589
590
591

The Engineer may assess liquidated damages up to \$27,500 per day for non-compliance of each BMP requirement and all other requirements in this section in accordance with HDOT's Enforcement Response Plan.

592 **Appendix A**

593

594 The following list identifies potential pollutant sources and corresponding
595 BMPs used to mitigate the pollutants. Each BMP is referenced to the corresponding
596 section of the current HDOT Construction Best Management Practices Field Manual
597 or appropriate Supplemental Sheets. The Manual may be obtained from the HDOT
598 Statewide Stormwater Management Program Website at
599 <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/> under
600 Construction Best Management Practices Field Manual. Supplemental BMP sheets
601 are located at <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/> under Concrete Curing
602 and Irrigation Water.
603
604

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

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<p><i>Materials associated with the operation and maintenance of equipment, such as oil, fuel, and hydraulic fluid leakage</i></p>	<ul style="list-style-type: none"> • <i>Use off-site wash racks, repair and maintenance facilities, and fueling sites when practical.</i> • <i>Designate bermed wash area if cleaning on site is necessary.</i> • <i>Place drip pans or drop cloths under vehicles and equipment to absorb spills or leaks.</i> • <i>Provide an ample supply of readily available spill cleanup materials.</i> • <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i> • <i>Do not clean surfaces or spills by hosing the area down.</i> • <i>Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</i> • <i>Inspect on-site vehicles and equipment regularly and immediately repair leaks.</i> • <i>Regularly inspect fueling areas and storage tanks.</i> • <i>Train employees on proper maintenance and spill practices and procedures and fueling and cleanup procedures.</i> • <i>Store diesel fuel, oil, hydraulic fluid, or other petroleum products or other chemicals in water-tight containers and provide cover or secondary containment.</i> • <i>Do not remove original product labels and comply with manufacturer's labels for proper disposal.</i> • <i>Dispose of containers only after all the product has been used.</i> • <i>Dispose of or recycle oil or oily wastes according to Federal, State, and Local requirements.</i> • <i>Store soaps, detergents, or solvents under cover or other means to prevent contact with rainwater.</i> • <i>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.</i> 	<p><i>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.</i></p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
Soil erosion from the disturbed areas	<ul style="list-style-type: none"> • Provide Soil Stabilization, Slope Protection, Storm Drain Inlet Protection SC-1, Perimeter Controls and Sediment Barriers, Sediment Basins and Detention Ponds, Check Dams SC-3 ,Level Spreader EC-6, Paving Operations SM-20, Construction Roads and Parking Area Stabilization SC-10, Controlling Storm Water Flowing Onto and Through the Project, Post-Construction BMPs, and Non-Structural BMPs (Construction BMP Training SM-1, Scheduling SM-14, Location of Potential Sources of Sediment SM-15, Preservation of Existing Vegetation SM-17). • Delineate, and clearly mark off, with flags, tape, or other similar marking device all natural buffer areas defined in the SWPPP. • Preserve native topsoil where practicable. • In areas where vegetative stabilization will occur, restrict vehicle/equipment use in areas to avoid soil compaction or condition soil to promote vegetative growth. • For Storm Drain Inlet Protection, clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised. • Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same day in which it is found or by the end of the following work day if removal by the same day is not feasible. • Sediment basins shall be designed and maintained in accordance with HAR Chapter 11-55. • Minimize disturbance on steep slopes (Greater than 15% in grade). • If disturbance of steep slopes are unavoidable, phase disturbances and use stabilization techniques designed for steep grades. • For temporary drains and swales use velocity dissipation devices within and at the outlet to minimize erosive flow velocities. 	<p>Soil Stabilization</p> <ol style="list-style-type: none"> 1. SM-22 Topsoil Management 2. EC-12 Seeding and Planting 3. EC-14 Mulching 4. EC-11 Geotextiles and Mats <p>Slope Protection</p> <ol style="list-style-type: none"> 1. EC-12 Seeding and Planting 2. EC-14 Mulching 3. EC-11 Geotextiles and Mats 4. EC-4 Slope Roughening, Terracing, and Rounding 5. EC-7 Slope Drains and Subsurface Drains 6. EC-9 Slope Interceptor or Diversion Ditches/Berms <p>SC-1 Storm Drain Inlet Protection</p>

<i>Pollutant Source</i>	<i>Appropriate Site-Specific BMP to be Implemented</i>	<i>BMP Requirements</i>
		<p><i>Perimeter Controls and Sediment Barriers</i></p> <ol style="list-style-type: none"> <i>1. SC-7 Silt Fence or Filter Fabric Fence</i> <i>2. SC-2 Vegetated Filter Strips and Buffers</i> <i>3. SC-6 Compost Filter Berm/Sock</i> <i>4. SC-8 Sandbag Barrier</i> <i>5. SC-9 Brush or Rock Filter</i> <p><i>Sediment Basins and Detention Ponds</i></p> <ol style="list-style-type: none"> <i>1. SC-4 Sediment Trap</i> <i>2. SC-5 Sediment Basin</i> <p><i>SC-3 Check Dams</i></p> <p><i>EC-6 Level Spreader</i> <i>SM-20 Paving Operations</i> <i>SC-10 Construction Roads and Parking Area Stabilization</i></p>

609

<i>Pollutant Source</i>	<i>Appropriate Site-Specific BMP to be Implemented</i>	<i>BMP Requirements</i>
		<p><i>Controlling Storm Water Flowing onto and Through the Project</i></p> <ol style="list-style-type: none"> <i>1. EC-3 Run-On Diversion</i> <i>2. EC-5 Earth Dike, Swales and Ditches</i> <p><i>Post Construction BMPs</i></p> <ol style="list-style-type: none"> <i>1. EC-2 Flared Culvert End Sections</i> <i>2. EC-10 Rip-Rap and Gabion Inflow Protection</i> <i>3. EC-8 Outlet Protection and Velocity Dissipation Devices</i> <i>4. SM-22 Topsoil Management</i> <p><i>Non-Structural BMPs</i></p> <ol style="list-style-type: none"> <i>1. SM-1 Construction BMP Training</i> <i>2. SM-14 Scheduling</i> <i>3. SM-15 Location of Potential Sources of Sediment</i> <i>4. SM-17 Preservation of Existing Vegetation</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Sediment from soil stockpiles</i>	<ul style="list-style-type: none"> • <i>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.</i> • <i>Place bagged materials on pallets and under cover.</i> • <i>Provide physical diversion to protect stockpiles from concentrated runoff.</i> • <i>Cover stockpiles with plastic or comparable material when practicable.</i> • <i>Place silt fence, fiber filtration tubes, or straw wattles around stockpiles.</i> • <i>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.</i> • <i>Unless infeasible, contain and securely protect stockpiles from the wind.</i> • <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. See Stockpile Management Section SM-3 for additional requirements.</i> 	<p><i>See Stockpile Management Section SM-3. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>
<i>Emulsified asphalt or prime/tack coat</i>	<ul style="list-style-type: none"> • <i>Provide training for employees and contractors on proper material delivery and storage practices and procedures.</i> • <i>Restrict paving operations during wet weather to prevent paving materials from being discharged.</i> • <i>Use asphalt emulsions such as prime coat when possible.</i> • <i>Protect drain inlet structures and manholes during application of tack coat, seal coat, slurry seal, and fog seal.</i> • <i>Keep ample supplies of drip pans and absorbent materials on site.</i> • <i>Inspect inlet protection devices.</i> • <i>See Material Storage and Handling Section SM-2 and Paving Operations Section SM-20 for additional requirements.</i> • <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i> 	<p><i>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.</i></p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<p><i>Materials associated with painting, such as paint and paint wash solvent</i></p>	<ul style="list-style-type: none"> • <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i> • <i>Keep ample supply of cleanup materials on site.</i> • <i>Dispose container only after all of the product has been used.</i> • <i>Remove as much paint from brushes on painted surface.</i> • <i>Rinse from water-based paints shall be discharged into the sanitary sewer system where possible. If not, direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i> • <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i> • <i>Do not dump liquid wastes into the storm drainage system.</i> • <i>Filter and re-use solvents and thinners.</i> • <i>Dispose of oil-based paints and residue as a hazardous waste.</i> • <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i> • <i>Immediately clean up spills and leaks.</i> • <i>Properly store paints, solvents, and epoxy compounds.</i> • <i>Properly store and dispose waste materials generated from painting and structure repair and construction activities.</i> • <i>Mix paints in a covered and contained area, when possible, to minimize adverse impacts from spills.</i> • <i>Do not apply traffic paint or thermoplastic if rain is forecasted.</i> • <i>See Material Storage and Handling Use SM-2, Hazardous Materials and Waste Management Section SM-9, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21 for additional requirements.</i> <p><i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i></p>	<p><i>See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, Hazardous Materials and Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<p><i>Industrial chemicals, fertilizers, and/or pesticides</i></p>	<ul style="list-style-type: none"> • <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i> • <i>Keep ample supply of cleanup materials on site.</i> • <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i> • <i>Do not clean surfaces or spills by hosing the area down.</i> • <i>Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge.</i> • <i>Dispose container only after all of the product has been used.</i> • <i>Retain a complete set of safety data sheets (formerly MSDS) on site.</i> • <i>Store industrial chemicals in water-tight containers and provide either cover or secondary containment.</i> • <i>Provide cover when storing fertilizers or pesticides to prevent these chemicals from coming into contact with rainwater.</i> • <i>Restrict amount of pesticide prepared to quantity necessary for the current application.</i> • <i>Do not apply fertilizers or pesticides during or just before a rain event.</i> • <i>Do not apply to stormwater conveyance channels with flowing water.</i> • <i>Comply with fertilizer and pesticide manufacturer's recommended usage and disposal instructions. Document departures from manufacturer's specifications in Attachment J.</i> • <i>Apply fertilizers at the appropriate time of year for the location, and preferably timed to coincide as closely as possible to the period of maximum vegetation uptake and growth.</i> • <i>Follow federal, state, and local laws regarding fertilizer application.</i> • <i>Do not dispose of toxic liquid wastes (solvents, used oils, and paints) or chemicals (additives, acids, and curing compounds) in dumpsters allocated for construction debris.</i> 	<p><i>See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, and Hazardous Materials and Waste Management Section SM-9, and Spill Prevention and Control SM-10</i></p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
	<ul style="list-style-type: none"> • <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations. Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</i> • <i>See Material Storage and Handling Use SM-2, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.</i> 	
<p><i>Hazardous waste (Batteries, Solvents, Treated Lumber, etc.)</i></p>	<ul style="list-style-type: none"> • <i>Do not dispose of toxic materials in dumpsters allocated for construction debris.</i> • <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i> • <i>Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</i> • <i>Segregate and recycle wastes from vehicle/equipment maintenance activities such as used oil or oil filters, greases, cleaning solutions, antifreeze, automotive batteries, and hydraulic and transmission fluids.</i> • <i>Store waste in sealed containers, which are constructed of suitable materials to prevent leakage and corrosion, and which are labeled in accordance with applicable Resource Conservation and Recovery Act (RCRA) requirements and all other applicable federal, state, and local requirements.</i> • <i>All containers stored outside shall be kept away from surface waters and within appropriately sized secondary containment (e.g., spill berms, decks, spill containment pallets). Provide cover if possible.</i> • <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i> • <i>Do not clean surfaces or spills by hosing the area down.</i> • <i>Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</i> 	<p><i>See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Maintenance SM-12</i></p>

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

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Fugitive Dust Control and Dust Control Water</i>	<ul style="list-style-type: none"> • <i>Do not over spray water for dust control purposes which will result in runoff from the area.</i> • <i>Apply water as conditions require.</i> • <i>Washing down of debris or dirt into drainage, sewage systems, or State waters is not allowed.</i> • <i>Minimize exposed areas through the schedule of construction activities.</i> • <i>Utilize vegetation, mulching, sprinkling, and stone/gravel layering to quickly stabilize exposed soil.</i> • <i>Direct construction vehicle traffic to stabilized roadways.</i> • <i>Cover dump trucks hauling material from the site with a tarpaulin.</i> <p><i>See Dust Control Section SM-19 for additional requirements.</i></p>	<i>See Dust Control Section SM-19</i>
<i>Concrete Truck Wash Water</i>	<ul style="list-style-type: none"> • <i>Disposal of concrete truck wash water via percolation is prohibited.</i> • <i>Wash concrete-coated vehicles or equipment off-site or in the designated wash area.</i> • <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i> • <i>Runoff from the on-site concrete wash area shall be contained in a temporary pit or level bermed area where the concrete can set.</i> • <i>Design the area so that no overflow can occur due to inadequate wash area sizing or precipitation.</i> • <i>The temporary pit shall be lined with plastic to prevent seepage of wash water into the ground.</i> • <i>Allow wash water to evaporate or collect wash water and all concrete debris in a concrete washout system bin.</i> • <i>Do not dump liquid wastes into storm drainage system.</i> • <i>Dispose of liquid and solid concrete wastes in compliance with federal, state, and local standards.</i> • <i>See Waste Management, Concrete Wash and Waste Management Section SM-4 for additional requirements.</i> 	<i>See Waste Management, Concrete Wash and Waste Management Section SM-4</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Sediment Track-Out</i>	<ul style="list-style-type: none"> • <i>Include Stabilized Construction Entrance at all points that exit onto paved roads.</i> • <i>A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.</i> • <i>The pavement shall not be cleaned by washing down the street.</i> • <i>If sweeping is ineffective or it is necessary to wash the streets, wash water must be contained either by construction of a sump, diverting the water to an acceptable disposal area, or vacuuming the wash water.</i> • <i>Use BMPs for adjacent drainage structures.</i> • <i>Remove sediment tracked onto the street by the end of the day in which the track-out occurs.</i> • <i>Restrict vehicle use to properly designated exit points.</i> • <i>Include additional BMPs that remove sediment prior to exit when minimum dimensions cannot be met.</i> <p><i>See Stabilized Construction Entrance/Exit Section SC-11 for additional requirements.</i></p>	<i>See Stabilized Construction Entrance/Exit Section SC-11</i>
<i>Irrigation Water</i>	<ul style="list-style-type: none"> • <i>Consider irrigation requirements.</i> • <i>Where possible, avoid species which require irrigation.</i> • <i>Design, timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.</i> <p><i>See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation included in SWPPP Attachment A for additional requirements.</i></p>	<i>See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation</i>
<i>Hydrotesting Effluent</i>	<ul style="list-style-type: none"> • <i>If work includes removing, relocation or installing waterlines, and Contractor elects to flush waterline or discharge hydrotesting effluent into State waters or drainage systems, the Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form F application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Hydrotesting Activities if necessary. Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i> 	<i>Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Dewatering Effluent</i>	<i>If excavation or backfilling operations require dewatering, and Contractor elects to discharge dewatering effluent into State waters or existing drainage systems, Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form G application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Dewatering Activities if necessary. See Site Planning and General Practices, Dewatering Operations Section SM-18 for additional requirements.</i>	<i>See Dewatering Operations SM-18. Site specific BMPs will be included in the NOI/NPDES Permit Form G submittal.</i>
<i>Saw-cutting Slurry</i>	<ul style="list-style-type: none"> • <i>Saw cut slurry shall be removed from the site by vacuuming.</i> • <i>Provide storm drain protection during saw cutting. See Paving Operations Section SM-20 for additional requirements. Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i> 	<i>See Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, Perimeter sediment controls where applicable</i>
<i>Concrete Curing Water</i>	<ul style="list-style-type: none"> • <i>Avoid overspraying of curing compounds.</i> • <i>Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.</i> <i>See California Stormwater BMP Handbook NS-12 Concrete Curing included in SWPPP Attachment A for additional requirements.</i>	<i>See California Stormwater BMP Handbook NS-12 Concrete Curing</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Plaster Waste Water</i>	<ul style="list-style-type: none"> • <i>Direct all wastewater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i> • <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i> • <i>Any significant residual materials remaining on the ground after the completion of construction shall be removed and properly disposed. If the residual materials contaminate the soil, then the contaminated soil shall also be removed and properly disposed of.</i> • <i>Plaster waste water shall not be allowed to flow into drainage structures or State waters. See Material, Storage and Handling Use SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.</i> 	<i>See Material, Storage and Handling Use Section SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9</i>
<i>Water-Jet Wash Water</i>	<ul style="list-style-type: none"> • <i>For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical.</i> • <i>See Vehicle and Equipment Cleaning Section SM-11 for additional information.</i> • <i>For Water-Jet Wash Water used to clean impervious surfaces, the runoff shall not be allowed to flow into drainage structures or State Waters.</i> 	<i>See Vehicle and Equipment Cleaning Section SM-11</i>
<i>Sanitary/Septic Waste</i>	<ul style="list-style-type: none"> • <i>Locate Sanitary facilities in a convenient place away from drainage facilities.</i> • <i>Position sanitary facilities so they are secure and will not be tipped over or knocked down.</i> • <i>Wastewater shall not be discharged to the ground or buried.</i> • <i>A licensed service provider shall maintain sanitary/septic facilities in good working order.</i> • <i>Schedule regular waste collection by a licensed transporter.</i> • <i>See Sanitary Waste Section SM-7 for additional requirements.</i> 	<i>See Sanitary Waste Section SM-7.</i>

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END OF SECTION 209

1 Make the following Section a part of the Standard Specifications:
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3

4 **“SECTION 212 - ARCHAEOLOGICAL MONITORING**
5

6 **212.01 Description.** This work includes monitoring construction activity for
7 archaeological items as specified in the plans or as directed by the Engineer.
8 The Contractor shall be responsible for the incidental procedures and equipment
9 required for full compliance with the requirements of the provisions for
10 archaeological monitoring as outlined below.
11

12 The Contractor's attention is directed to the following requirements related
13 to the archaeological monitoring work:
14

- 15 (A) The Contractor shall obtain the services an Archaeologist or firm as
16 holding valid annual permit issued by the State of Hawaii
17 Department of Land and Natural Resources Historic Preservation
18 Division's Archaeology Branch to provide archaeological services
19 in the State of Hawaii. A list of qualified individuals/firms can be
20 found on SHPD's Archaeology Branch webpage at the link in:
21 <https://dlnr.hawaii.gov/shpd/about/branches/archaeology/>.
22

23 If the Archaeologist or firm is not on the current permit list, they
24 shall obtain an annual permit from SHPD at the time of bid opening.
25 Application for a permit may be obtained at the link in
26 <https://dlnr.hawaii.gov/shpd/forms/>
27

28 Permits are issued to consulting firm who have on staff at least one
29 principal investigator who meets the minimal professional standards
30 for archaeologist as provided in Hawaii Administrative Rules
31 Chapter 13-281.
32

33 The archaeological firm(s) selected by the Contractor must have a
34 demonstrated history of following the applicable Hawaii
35 Administrative Rules for conducting archaeology work (HAR §275,
36 §276, §277, §278, §279, §280, §281, §282, §283, §284, §300) and
37 successfully completing archaeological reports that have been
38 regularly accepted by SHPD. This includes firms with a
39 demonstrated history of collecting adequate field data and no
40 history of work on HDOT projects in which the project was closed
41 with any of the archaeological reporting being found inadequate.
42 Contractors shall contact HDOT for additional information.
43

- 44 (B) Pre-Construction Conference: A pre-construction conference
45 between the archaeological monitor retained by contractor, design
46 project manager, and the construction crew shall be required. The

47 archaeological monitor shall submit documentation of their
48 compliance with requirements outlined in Subsection 212.01 (C).

49
50 (C) Before work begins on the project, the Contractor shall review the
51 Archaeological Monitoring Plan (AMP) prepared by the State of
52 Hawaii Department of Transportation (HDOT) and the archaeologist
53 shall meet with the entire construction crew and explain what
54 archaeological materials may be encountered and the procedures
55 to be followed if materials are encountered in accordance with the
56 project AMP.

57
58 (D) The archaeologist conducting the monitoring has the authority to
59 halt the construction in the immediate area of the find in
60 accordance to the AMP prepared by HDOT.

61
62 (E) Upon discovery of cultural deposits or historic property other human
63 skeletal remains, the Contractor shall immediately suspend the
64 operation and follow all of the requirements in accordance with
65 HAR 13-279 and HAR 13-280 of this section.

66
67 (F) The SHPD (Oahu office) shall be notified via telephone and/or
68 email upon the on- set and completion of the proposed undertaking.

69
70 (G) Upon completion of archaeological monitoring activities, the
71 archaeologist shall submit an Archaeological Monitoring Report in
72 accordance with HAR §13-279-5.

73
74 **212.02 Materials.** None.

75
76 **212.03 Construction.** Ground disturbance shall be monitored for historic
77 remains including but not limited to artifacts, burials, concentrations of shell or
78 charcoal. Whenever the Contractor encounters possible archaeological, historical
79 or burial site findings, the contractor shall immediately suspend the operation in
80 the immediate area and inform the Engineer verbally and follow up with a written
81 letter. The Engineer will contact HDOT Highways, Design, Environmental
82 Permitting and Project Compliance Section and the Department of Land and
83 Natural Resources (DLNR) and other agencies to evaluate such findings and
84 decide the course of action.

85
86 The Contractor shall not resume suspended operations without the prior written
87 acceptance of the Engineer. The Contractor shall not count delays resulting from
88 the discovery, investigation, and handling of such findings against the completion
89 date. The Engineer will govern suspensions of work according to Subsection
90 108.05(B)(5) -Delays for Suspension of Work. Also, the Contractor shall conform
91 to Chapter 6E, Hawaii Revised Statutes (HRS).

92

93 Failure or refusal to comply with the terms of this. Section or Chapter 6E, HRS,
94 may subject the Contractor to the penalties described in Section 6E-11, HRS:

- 95
96 (1) a fine of not more than ten thousand (\$10,000) dollars for each
97 separate offense,
98
99 (2) seizure and disposition of equipment, and
100
101 (3) if the Contractor knowingly fails or refuses to comply, a prohibition
102 from participating in the construction of State or County projects for
103 ten (10) years.

104
105 Construction work and equipment shall remain within the right-of-way
106 limits of this project.
107

108 **212.04 Measurement.** The Engineer will measure Archaeological Monitoring
109 on a force account basis according to Subsection 109.06 - Force Account
110 Provisions and Compensation and as ordered by the Engineer.

111
112 **212.05 Payment.** The Engineer will pay for the accepted Archaeological
113 Monitoring on a force account basis according to Subsection 109.06 Force
114 Account Provisions and Compensation. Payment will be full compensation for the
115 work prescribed in this Section, by the Engineer and Subsection 109.04 - Full
116 Compensation; Changes.

117
118 The Engineer will pay for the following item:

Pay Item	Pay Unit
Archaeological Monitoring	Force Account

121
122
123
124 An estimated amount for the force account is allocated in the proposal schedule
125 under Archaeological Mitigation. The actual amount to be paid will be the sum
126 shown on the accepted force account records whether this sum be more or less
127 than the estimated amount allocated in the proposal schedule.
128

129
130
131
END OF SECTION 212”

DIVISION 600 - MISCELLANEOUS CONSTRUCTION

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

SECTION 601 - STRUCTURAL CONCRETE

601.01 Description. This section describes structural concrete consisting of Portland Cement, fine aggregate, coarse aggregate, and water. This will include adding admixtures for the purpose of entraining air, retarding or accelerating set, tinting, and other purposes as required or permitted. To reduce the embodied carbon footprint of concrete, concrete design on the island of Oahu shall include the use of carbon dioxide mineralization or equivalent technology. Other methods to reduce the cement content such as use of supplementary cementitious materials (SCMs) or admixtures such as C-S-H nanoparticle-based strength-enhancing admixture (CSH-SEA) or equivalent may also be used to reduce the embodied carbon footprint including the combination thereof the previously mentioned methods.

601.02 Materials.

Portland Cement	701.01
Fine Aggregate for Concrete	703.01
Coarse Aggregate for Portland Cement Concrete	703.02
Admixtures	711.03
Water	712.01

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

601.03 Construction.

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

Sample, test, and inspect concrete to ensure quality control of component materials and concrete. Sampling and testing for quality control in accordance with standard methods shall be performed by certified ACI Concrete Field Technician Grade I. Perform quality control tests for slump, air content, temperature, and unit weight during production of structural concrete other than concrete for incidental construction. Submit quality control test results.

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

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

75 Class A concrete shall be used when type of concrete is not indicated in
76 the contract documents.
77

78 Design concrete as specified in Table 601.03-1 – Design of Concrete.
79

TABLE 601.03-1 - DESIGN OF CONCRETE (800 Maximum Cement Content lbs./c.y.)					
Class of Concrete	28-Day Strength f'_c, psi.	Minimum Cement Content lbs./c.y.	Maximum Water-Cement Ratio, lb./lb.	Minimum Cement Content with Mineralized CO₂ lbs./c.y.	Maximum Water-Cement Ratio with Mineralized CO₂ lb./lb.
A	3000	532	0.59	504	0.62
B	2500	475	0.66	450	0.70
C	2000	418	0.75	396	0.79
D	1500	380	0.85	360	0.87
BD	3750	610	0.49	NA	NA
SEAL	3000	610	0.55	NA	NA
Designated by Strength f' _c or f' _r	As Specified	610	0.49	NA	NA

f'_r = Specified Modulus of Rupture

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Concrete Design – Projects on Oahu will utilize CO₂ 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 CO₂ 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

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Use coarse aggregate size No. 57 (one inch to No. 4) or No. 67 (3/4 inch to No. 4) for concrete. For concrete placed in bottom slabs and stems of box girders, use No. 67 size aggregate. Smaller size aggregates may be permitted when encountering limited space between forms and reinforcement or between reinforcement when accepted by the Engineer in writing. Maximum aggregate size shall not be greater than 1/3 of the space between reinforcing steel bars or reinforcing steel and the form.

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

TABLE 601.03-2 – STANDARD METHODS	
Sampling Fresh Mixed Concrete	AASHTO T 141
Mass Per Cubic Meter (Cubic Foot) Yield and Air Content (Gravimetric) of Concrete	AASHTO T 121
Slump of Hydraulic Cement Concrete	AASHTO T 119
Air Content of Freshly Mixed Concrete by the Pressure Method	AASHTO T 152
Specific Gravity and Absorption of Fine Aggregate	AASHTO T 84
Specific Gravity and Absorption of Coarse Aggregate	AASHTO T 85
Temperature of Freshly Mixed Portland Cement Concrete	ASTM C1064
Making and Curing Concrete Test Specimens in the Field	AASHTO T 23
Compressive Strength of Molded Concrete Cylindrical Specimens	AASHTO T 22 (4 inch by 8 inch or 6 inch by 12 inch cylinders)
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	AASHTO T 97

112
113

114 When concrete is designated by compressive strength, f'_c , or flexural
115 strength, f'_r , or includes CO2 Mineralization technology, CSH-SEA or SCMs,
116 the Engineer will require prequalification of materials and mix proportions
117 proposed for use before placing such concrete. The Engineer will prequalify
118 concrete based on past performance records using statistical computations of
119 population sizes and (n-1) weighting, or trial batch test reports in compliance
120 with computed minimum average strength for material and mix proportions.
121 The Engineer will determine minimum average strength on probability of not
122 more than one in 20 tests falling below specified strength for the following
123 conditions:

124
125 **(1)** When past performance records are available, furnish the
126 following documented performance records:

127
128 **(a)** Minimum of 15 consecutive 28-day strength tests from
129 projects having same materials and mix proportions.

130
131 **(b)** Two groups totaling 30 or more test results representing
132 similar materials in which mix proportion strengths are within 20
133 percent of specified strength, from data obtained within one year
134 of proposed use.

135
136 The Engineer will analyze performance records to establish
137 standard deviation.

138
139 **(2)** When sufficient past performance records are not provided, the
140 Engineer will assume current standard deviation to be 500 psi for
141 compressive strength, f'_c , and 50 psi for flexural strength, f'_r .

142
143 Unless sufficient performance records are available from other projects
144 at DOT Materials Testing and Research Branch, submit test performance
145 records or trial test reports for prequalifications, based on data of most recent
146 tests made on concrete of proposed mix design, and data obtained within one
147 year of proposed use.

148
149 When shrinkage reducing admixtures are used, submit test results
150 showing compliance to the Contract Documents' requirements.

151
152 Include the following information in test data and trial batch test reports:
153 date of mixing; mixing equipment and procedures used; size of batch in cubic
154 yards and weight, type, and source of ingredients used; slump of concrete; air
155 content of concrete when using air entraining agent; age at time of testing; and
156 strength of concrete cylinders tested.
157

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

163
164 Submit test data and trial test reports signed by official of firm that
165 performed tests.

166
167 The Engineer reserves the right to stop work when a series of low
168 strength tests occur. Do not continue concrete work until cause is established
169 and the Engineer is informed of and accepts, necessary corrective action to be
170 taken.

171
172 **(C) Batching.** Measure and batch materials in accordance with the
173 following provisions:

174
175 **(1) Portland Cement.** Either sacked or bulk cement may be used.
176 Do not use fraction of sack of cement in concrete batch unless cement
177 is weighed.

178
179 Weigh bulk cement on weighing device accepted by the Engineer. Seal
180 and vent bulk cement-weighing hopper properly to preclude dusting
181 during operation. Do not suspend discharge chute from weighing
182 hopper. Arrange discharge chute so that cement will not lodge in
183 hopper or leak from hopper.

184
185 Batching accuracy shall be within 1 percent, plus or minus, of
186 required weight.

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

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

200 When transporting aggregates from stockpiles or other sources to
201 batching plant, ensure uniform grading of material is maintained. Do
202 not use aggregates that have become segregated or mixed with earth
203 or foreign matter. Stockpile or bin aggregates at least 12 hours before
204 batching. Produce or handle aggregates by hydraulic methods and
205 wash and drain aggregates. If aggregates exhibit high or non-uniform
206 moisture content, the Engineer will order storage or stockpiling for more
207 than 12 hours.
208

209 Proportion aggregates by weight, with the exception that
210 aggregates in concrete for minor structures, curbs, and sidewalks may
211 be proportioned by either volume or weight. For volumetric
212 proportioning, use measuring boxes of known capacity to measure
213 quantity of each aggregate size.
214

215 Use batch weight based on dry materials plus total weight of
216 moisture (both absorbed and surface) contained in aggregate.
217 Measure individual aggregates to within 2 percent, plus or minus, of
218 required weight, and total weight of aggregates to within 1 percent, plus
219 or minus, of required weight.
220

221 **(4) Admixtures.** Store, proportion, and dispense admixtures in
222 accordance with the following provisions:
223

224 **(a) Liquid Admixtures.** Dispense chemical admixtures, air
225 entraining admixtures, and corrosion inhibiting admixtures in
226 liquid form. Use mechanical dispensers for liquid admixtures
227 with sufficient capacity to measure prescribed quantity for each
228 batch of concrete. Include graduated measuring unit in each
229 dispenser to measure liquid admixtures to within 5 percent, plus
230 or minus, of prescribed quantity for each batch. Read
231 graduations accurately from point of measuring unit, and control
232 proportioning operations to permit visual check of batch
233 accuracy before discharging. Mark each measuring unit clearly
234 for type and quantity of admixture.
235

236 Arrange with supplier to provide sampling device
237 consisting of valve located in safe and accessible location for
238 sampling admixtures.
239

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

246 When using liquid admixtures in concrete that is
247 completely mixed in paving or continuous mixers, operate
248 dispensers automatically with batching control equipment.
249 Equip such dispensers with automatic warning system that shall
250 provide visible or audible signals at points where proportioning
251 operations are controlled, when the following occurs:
252

- 253 a. Quantity of admixture measured for each batch of
254 concrete varies from pre-selected dosage by more
255 than 5 percent; or
256
- 257 b. Entire contents of measuring unit from dispenser is
258 not emptied into each batch of concrete.
259

260 Unless liquid admixtures are added to batch with
261 pre-measured water, discharge liquid admixtures into stream of
262 water that disperses admixtures uniformly throughout batch. An
263 exception is that air-entraining admixtures may be dispensed
264 directly into moist sand in batching bins, provided adequate
265 control of concrete air content can be maintained.
266

267 Measure and disperse special admixtures, as
268 recommended by admixture manufacturer, and as accepted by
269 the Engineer. Special admixtures include high-range water
270 reducers requiring dosages greater than capacity of
271 conventional dispensing equipment. For site-added, high-range
272 water reducers, use calibrated, portable dispenser supplied by
273 manufacturer.
274

275 **(b) Mineral Admixtures.** Protect mineral admixtures from
276 exposure to moisture until used. Pile sacked material of each
277 shipment to permit access for tally, inspection, and identification.
278

279 Provide adequate facilities to ensure that mineral
280 admixtures meeting specified requirements are kept separate
281 from other mineral admixtures and that only specified mineral
282 admixtures are allowed to enter into the work. Provide safe and
283 suitable facilities for sampling mineral admixtures at weigh
284 hopper or in feed line immediately in advance of hopper.
285

286 Incorporate mineral admixtures into concrete using
287 equipment conforming requirements for Portland Cement weigh
288 hoppers and charging and discharging mechanisms specified in
289 ASTM C94 and Subsection 601.03(C) - Batching.
290

291 When concrete is completely mixed in stationary paving
292 or continuous mixers, weigh mineral admixture in separate
293 weigh hopper. Introduce mineral admixture and cement
294 simultaneously into mixer, proportionately with aggregate.
295

296 When interlocks are required for cement-charging
297 mechanisms, and cement and mineral admixtures are weighed
298 cumulatively, interlock their charging mechanisms to prevent
299 introduction of mineral admixture until mass of cement in weigh
300 hopper is within tolerances specified in Subsection 601.03(C)(1)
301 - Portland Cement.
302

303 In determining maximum quantity of free water that may
304 be used in concrete, consider mineral admixture and
305 supplementary cementitious materials (SCMs) to be cement.
306

307 **(5) Bins and Scales.** At batching plant, use individual bins,
308 hoppers, and scale for each aggregate size. Include separate bin,
309 hopper, and scale for bulk cement and fly ash.
310

311 Except when proportioning bulk cement for pavement or
312 structures, cement weigh hopper may be attached to separate scale for
313 individual weighing or to aggregate scale for cumulative weighing. If
314 cement is weighed cumulatively, weigh cement before other
315 ingredients.
316

317 When proportioning for pavement or structures, keep bulk
318 cement scale and weigh hopper separate and distinct from aggregate
319 weighing equipment.
320

321 Use springless-dial or beam-type batching scales. When using
322 beam-type scales, make provisions to show operator that required load
323 in weighing hopper is approaching. Use devices that show condition
324 within last 200 pounds of load and within 50 pounds of overload.
325

326 Maintain scale accuracy to 0.5 percent throughout range of use.
327 Design poises to lock to prevent unauthorized change of position. Use
328 scales inspected by the State Measurement Standards Branch of the
329 Department of Agriculture to ensure their continued accuracy. Provide
330 not less than ten 50-pound weights for testing scales.
331

332 Batching plants may be equipped to proportion aggregates and
333 bulk cement by automatic weighing devices.
334

335 **(6) Batching and Hauling.** When mixing is to be performed at work
336 site, transport aggregates from batching plant to mixer in batch boxes,
337 vehicle bodies, or other containers of adequate capacity and
338 construction. Use partitions to separate batches and prevent spilling
339 from one compartment to another while in transit or during dumping.
340

341 Transport bulk cement to mixer in tight compartments carrying
342 full quantity of cement required for batch. Once cement is placed in
343 contact with aggregates, batches shall be mixed and placed within
344 1-1/2 hours of contact. Cement in original shipping packages may be
345 transported on top of aggregates. Ensure that each batch contains
346 number of sacks required by job mix.
347

348 Deliver batches to mixer intact. Charge each batch into mixer
349 without loss of cement. When carrying more than one batch on truck,
350 charge batch into mixer without spilling material from one batch
351 compartment into another.
352

353 **(D) Mixing.** Mix concrete in mechanically operated mixers.
354

355 Use stationary or truck mixers that distribute materials thoroughly and
356 produce concrete uniform in color and appearance. When there is variation in
357 mixed concrete attributable to worn pickup or throw-over blades, the Engineer
358 will inspect mixer. If inspection reveals that blades are worn more than one
359 inch below original height of manufacturer's design, repair or replace blades.
360 Upon request, make copy of manufacturer's design, showing dimensions and
361 arrangement of blades.
362

363 Charge batches into central or truck mixers so that portion of mixing
364 water enters ahead of cement and aggregates. Deliver uniform flow of water.
365 Place entire amount of batch water in mixer by end of first quarter of mixing
366 period. When mixers with multiple compartment drums are used, time
367 required to transfer material between compartments will be included as mixing
368 time. Use drum rotation speed as designated by manufacturer. If mixing does
369 not produce concrete of uniform and smooth texture, provide additional
370 revolutions at same speed until thorough mixing of each concrete batch is
371 attained. Begin measuring mixing time from time cement, aggregates, and 60
372 percent of water are in drum. Do not exceed manufacturer's rated capacity for
373 volume of concrete mixed in each batch.
374

375 Equip central or truck mixers with attachment for automatically timing
376 mixing of each concrete batch. Timing device shall include automatic feature
377 for locking discharge chute and device for warning operator when required
378 mixing duration has been met. If timing or locking device fails to operate,
379 immediately furnish clock or watch that indicates seconds, to mixer operator.
380 If timing device is not repaired within three days after becoming inoperative, shut
381 down batching operation until timing device is repaired.
382

383 For stationary mixers, use mixing time between 50 seconds and 5
384 minutes. Select mixing time, as necessary, to produce concrete that meets
385 uniformity criteria when tested in accordance with Section 11.3.3 of ASTM
386 C94. The Contractor may designate mixing time for which uniformity tests are
387 to be performed, provided mixing time is not less than 50 seconds or more
388 than 5 minutes. Before using concrete for pavements or structures, mix
389 concrete to meet specified uniformity requirements. The Contractor shall
390 furnish labor, sampling equipment, and materials required for conducting
391 uniformity tests of concrete mixture. The Engineer will furnish required testing
392 equipment, including scales, cubic measure, and air meter; and will perform
393 tests. The Engineer will not pay separately for labor, equipment, materials, or
394 testing, but will consider the costs incidental to concrete. After batching and
395 mixing operational procedures are established, the Engineer will not allow
396 changes in procedures without the Contractor re-establishing procedures by
397 conducting uniformity tests. Repeat mixer performance tests whenever
398 appearance of concrete or coarse aggregate content of samples is not
399 conforming to requirements of ASTM C94. For truck mixers, add four seconds
400 to specified mixing time if timing starts as soon as skip reaches its maximum
401 raised position.
402

403 Unless otherwise indicated in the contract documents or accepted by
404 the Engineer, concrete shall be mixed at proportioning plant. Operate mixer
405 at agitating speed while in transit. Concrete may be truck-mixed only when
406 cement or cement and mixing water are added at point of delivery. Begin
407 mixing truck-mixed concrete immediately after introduction of mixing water to
408 cement and aggregates, or introduction of cement to aggregates.
409

410 Inclined-axis, revolving drum truck mixers shall conform to Truck Mixer,
411 Agitator and Front Discharge Concrete Carrier Standards TMMB 100-01, 15th
412 Revision, published by Truck Mixer Manufacturers Bureau. Truck mixers shall
413 produce thoroughly mixed and uniform mass of concrete and shall discharge
414 concrete without segregation.
415

416 Manufacturer's standard metal rating plate shall be attached to each
417 truck mixer, stating maximum rating capacity in terms of volume of mixed
418 concrete for various uses and maximum and minimum mixing speeds. When
419 using truck mixers for mixing, adhere to maximum capacity shown on metal
420 rating plate for volume of concrete in each batch.

601.03

421 Operate truck mixers at mixing speed designated by manufacturer, but at
422 not less than 6 or more than 18 revolutions per minute. Mix truck-mixed
423 concrete initially between 70 and 100 revolutions at manufacturer-designated
424 mixing speed, after ingredients, including water, are in mixer. Water may be
425 added to mixture not more than two times after initial mixing is completed.
426 Each time that water is added, turn drum an additional 30 revolutions or more
427 at mixing speed until concrete is mixed uniformly.
428

429 When furnishing shrink-mixed concrete, transfer partially mixed
430 concrete at central plant to truck mixer. Apply requirements for truck-mixed
431 concrete. The Engineer will not credit number of revolutions at mixing speed
432 for partial mixing in central plant.
433

434 When accepted by the Engineer, hand mixing may be allowed. The
435 entire concrete placement at one location shall not exceed 1/3 cubic yard.
436 It shall be hand mixed on a watertight, level platform. Use no aluminum to
437 construct platform. Measure proper amount of coarse aggregate in
438 measuring boxes and spread on platform. Spread fine aggregate on that
439 coarse aggregate layer. Limit coarse and fine aggregate layers to total
440 depth of one foot. Spread dry cement on this mixture. Turn whole mass
441 not less than two times dry. Add sufficient clean water, distributed evenly.
442 Turn whole mass again, not less than three times, not including placing in
443 carriers or forms.
444

445 **(E) Transporting Mixed Concrete.** Transport central-mixed concrete to
446 delivery point in truck agitators or truck mixers operating at speed designated
447 by equipment manufacturer as agitating speed; or in non-agitating hauling
448 equipment, provided consistency and workability of mixed concrete upon
449 discharge at delivery point is suitable for placement and consolidation in place;
450 and provided mixed concrete after hauling to delivery point conforms to
451 uniformity criteria when tested as specified in Section 12.5 of ASTM C94.
452

453 For revolving drum truck mixers transporting central-mixed concrete,
454 limit concrete volume to manufacturer's rated capacity for agitator operation.
455 Maintain agitating speed for both revolving drum mixers and revolving blade
456 type agitators as designated on manufacturer's data plate. Equip truck mixers
457 or truck agitators with electrically or mechanically actuated counters. Actuate
458 counters after introducing cement to aggregates.
459

460 Bodies of non-agitating hauling equipment shall be smooth, watertight,
461 metal containers equipped with gates to permit control of concrete discharge.
462 Protect open-topped haul vehicle against weather with cover accepted by the
463 Engineer.
464

465 When hauling concrete in non-agitating trucks, complete discharge
466 within 30 minutes after introducing mixing water to cement and aggregates.
467

468 When truck mixer or agitator is used for transporting central-mixed
469 concrete to delivery point, complete discharge within 1-1/2 hours, or before
470 250 revolutions of drum or blades, whichever comes first after introduction of
471 mixing water to cement and aggregates, or cement to aggregates. For truck-
472 mixed concrete, complete concrete discharge within 1-1/2 hours, or before 300
473 revolutions of drum or blades, whichever comes first. These limitations are
474 permitted to waived if concrete is of such slump after the 1-1/2 hour time or
475 300-revolution limit has been reached, that it can be placed, without addition of
476 water to the batch.

477

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

482

483 **(1)** Name of concrete plants.

484

485 **(2)** Serial number of ticket.

486

487 **(3)** Date and truck number.

488

489 **(4)** Name of Contractor.

490

491 **(5)** Specific project, route, or designation of job (name and location),
492 and truck overweight permit number when required.

493

494 **(6)** Specific class or designation of concrete in accordance with
495 contract documents.

496

497 **(7)** Quantity of concrete in cubic yards.

498

499 **(8)** Time of loading batch or mixing of cement and aggregates.

500

501 **(9)** Water added by receiver of concrete and receiver's initials.

502

503 **(10)** Information necessary to calculate total mixing water added by
504 producer. Total mixing water includes free water on aggregates, water,
505 and water added by truck operator from mixer tank.

506

507 **(11)** Readings of non-resettable revolution counters of truck mixers
508 after introduction of cement to aggregates, or introduction of mixing
509 water to cement aggregates.

510

511 **(12)** Supplier's mix number or code.

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

(F) Consistency. Regulate quantity of water used in concrete mixes so that concrete consistency, as determined by AASHTO T 119 test method, is within nominal slump range specified in Table 601.03-3 - Slump for Concrete or as stated on the accepted concrete mix design. If concrete slump exceeds nominal slump, adjust mixture of subsequent batches. If slump exceeds maximum slump, the Engineer will reject concrete unless deemed satisfactory for its use.

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

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

TABLE 601.03-3 - SLUMP FOR CONCRETE		
Type of Work	Nominal Slump Inches	Maximum Slump Inches
Concrete Pavements	0 – 3	3-1/2
Reinforced Concrete Structures:		
Sections Over 12 Inches	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

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

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

(H) Placing Concrete. Place concrete in accordance with applicable sections.

(I) Finishing Concrete Surfaces. Finish concrete surfaces in accordance with applicable sections.

546 **(J) Curing Concrete.** Cure concrete in accordance with applicable
547 sections.
548

549 **601.04 Measurement.** The Engineer will measure concrete in accordance with
550 the applicable sections.
551

552 **601.05 Payment.** The Engineer will pay for the accepted concrete under the
553 applicable sections.
554

555

556

557

558

END OF SECTION 601

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
7 Project in a “paperless” manner, using electronic tools for all submittals,
8 communications, quantity tracking, testing and sampling, scheduling, quality
9 control, and performance monitoring.
10

11 **636.02 General Requirements.** The Contractor shall implement the use of the
12 E-Construction platform, as provided by the HDOT and directed by the Engineer,
13 for use throughout the project. Paper-based or hard copy submittals will not be
14 accepted.
15

16 This Special Provision shall take precedence over all other Specification
17 sections with respect to providing and receiving paper copy communications,
18 submittals, and any project records. Where conflicts exist, and a decision between
19 a hard-copy item and a corresponding electronic version is needed, the electronic
20 version shall be selected, unless otherwise directed by the Engineer.
21

22 **636.03 Construction**
23

24 **(A) Plans and Specifications.** Project drawings will not be provided to
25 the Contractor in hard copy format. An electronic version will be provided
26 in the E-Construction platform for use during the project.
27

28 The Contractor shall note all changes to the work, including all
29 subcontractor’s work, in electronic format using the E-Construction
30 platform. Red annotations shall be used to note changes. Blue annotations
31 shall be used for any additional notes that will be helpful for the State in
32 interpreting the field posted drawings. Other drafting standards may be
33 implemented by the Engineer and shall be adhered to by the Contractor.
34 Changes shall be input by the Contractor and reviewed by the Engineer
35 monthly. The Contractor shall make any changes that the Engineer
36 requires.
37

38 **(B) Submittals.** The Contractor shall provide all required submittals, as
39 listed within the contract documents, via the E-Construction platform. All
40 review, approval, and resubmittal regarding submittals shall also be
41 documented within the E-Construction platform.
42

43 **(C) Correspondence.** Electronic mail (email) shall be the preferred
44 method of electronic communication. All communications that affect project
45 scope, schedule, cost, or quality, including changes and requests for
46 information, shall be submitted as directed by the Engineer.

47 **(D) Prosecution and Progress.** The Contractor shall provide all
48 administrative, management, and project support documents required by
49 various specification sections, using the E-Construction platform. These
50 elements include, but are not limited to:

- 51
- 52 (1) Preconstruction Data Submittal (Section 108.03)
- 53 (2) Correspondence regarding Contract Time (Section 108.05)
- 54 and Delays
- 55 (3) Progress Schedules (Section 108.06)
- 56 (4) Weekly Meeting preparatory materials (Section 108.07)
- 57 (5) Samples, certifications, material data, installation instructions,
- 58 and shop drawings (Sections 105 – Control of Work and 106
- 59 -Material Restrictions and Requirements)
- 60 (6) Field-posted Drawings (Section 648)
- 61 (7) Pre-Final and Final Inspection submittals (Section 108.13)
- 62 (8) Warranty documentation – Guarantee of Work (Section
- 63 108.17)
- 64 (9) Project Closing Documents – Final Settlement of Contract
- 65 (Section 108.19)
- 66

67 In addition to the foregoing, the Contractor shall provide any
68 other materials, correspondence, and submittals using the E-
69 Construction platform as directed by the Engineer.

70

71 **(E) Resources.** The Contractor shall provide a comprehensive list of
72 Contractor labor and equipment, including all subcontractor labor and
73 equipment, that will be deployed on the project, using spreadsheet-based
74 templates provided in the E-Construction platform. All template fields shall
75 be completed. The submitted information shall comply with the
76 requirements of Specification Section 108 – Prosecution and Progress
77 (identification of labor and equipment resources) and Specification Section
78 109 - Measurement and Payment (cost data) and represent all individual
79 personnel with labor categories and rates, and all equipment owned or
80 rented, with associated rates, on this project. Updates for additional
81 personnel or equipment shall be accomplished by the Contractor at will and
82 shall be completed when directed by the Engineer.

83

84 **(F) Electronic Ticketing.** The Contractor/supplier shall provide
85 electronic material tickets for all loads of Asphalt Mix (Hot Mix Asphalt
86 Concrete, Hot Mix Asphalt Base Course, or Stone Matrix Asphalt), Portland
87 Cement Concrete (PCC), or Construction Aggregates delivered to the
88 project.

89

90 The Contractor/supplier may use the plant ticketing system of their
91 choice to create the material ticket data.

92

93 Digital material records created, altered, or voided by a person with
94 direct knowledge of the event (the weighmaster or batch person) must be
95 transmitted directly from the plant computer system (scale and batch) to the
96 Department of Transportation at or near the time of the event.
97

98 Should digital material records be transmitted to the Department of
99 Transportation through other methods, the weighmaster or batch person
100 must certify the digital material records received by the Department of
101 Transportation daily.
102

103 The Department's minimum service level expectation is to receive
104 tickets no later than 5 minutes from when they were created, 99.5% of the
105 time. The Department of Transportation may reject any ticket(s) received
106 later than 5 minutes from when the ticket was created.
107

108 **(1)** Ticket data shall include the following:
109

110 **(a)** Material ticket data will be submitted to the agency via
111 direct connection or a Hypertext Transfer Protocol (HTTPS)
112 post as JavaScript Object Notation (JSON) documents.
113

114 **(b)** Material suppliers must test to confirm that ticketing
115 data can be shared from the originating system no less than
116 10 days before the project starts. The topic shall be discussed
117 at the pre-construction meeting.
118

119 **(c)** Ticket data must be available immediately upon project
120 start so that tickets can be viewed without delay.
121

122 **(d)** Provide the same data currently accessible and viewed
123 by agency users previously on printed tickets for state
124 projects.
125

126 **(2)** The Contractor shall submit material ticket data in accordance
127 with the plant manufacturer's system recommendations to provide
128 the following unless otherwise directed by the Engineer:
129

130 **(a)** Net weight (or volume for ready mix concrete) of
131 material being transported to the nearest 0.01 ton or cubic
132 yard.
133

134 **(b)** Running daily total of net weight of material (or volume
135 for ready mix concrete) being transported to the nearest 0.01
136 ton or cubic yard.
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(c) Each material ticket shall contain the following:

a. General Ticket information (All Materials)

1. Date
2. State Project Name
3. State Project Number
4. Name of Contractor
5. Name of Material Supplier
6. Customer Name
7. Hauler
8. Unique Truck ID
9. Plant/scale name (source)
10. Unit of Measure
11. Ticketed time
12. Ticket Number

b. Asphalt Mix

1. Material Name/Description
2. Gross Weight (if not automatic)
3. Tare Weight (if not automatic)
4. Net weight
5. Mix Design Number
6. Weighmaster

c. Portland Cement Concrete

1. Loaded time (water/cement time)
2. Wet and dry batch weights (if computer generated)
3. Water:
 - i. In aggregate
 - ii. Total water
 - iii. Water/cement ratio
 - iv. Allowable water to add
4. Admixtures (including brand names if available):
 - i. Retarder and weights
 - ii. Water reducer and weights
 - iii. Air entrainment and weights
 - iv. Special performance admixtures and weights
 - v. Concrete fibers
5. Mix Design
6. Slump

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7. Truck Revolution

d. Construction Aggregates:

1. Material Name/Description
2. Gross Weight (if not automatic)
3. Tare Weight (if not automatic)
4. Net weight
5. Mix Design Number
6. Weighmaster

e. Optional Additional Truck Status (Will be accepted when available – All Materials)

1. Left plant
2. Arrive at project
3. Begin unload
4. Finish unload
5. Leave project

636.04 Measurement. All work prescribed in Section 636.03 shall be incidental and shall not be measured. The Engineer will measure additional E-Construction programs, additional licenses, or additional equipment, if ordered by the Engineer, on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

636.05 Payment. All work prescribed in Section 636.03 shall be incidental and shall not be measured. The Engineer will measure additional E-Construction programs, additional licenses, or additional equipment, if ordered by the Engineer, on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

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

Pay Item	Pay Unit
Additional E-Construction Programs, Additional Licenses or Additional Equipment	Force Account

An estimated amount for force account is allocated in the proposal schedule under “Additional E-Construction Programs, Additional Licenses or Additional Equipment.” The actual amount to be paid will be the sum shown on accepted force account records, whether this sum is more or less than estimated amount allocated in proposal schedule.

230 The Engineer may withhold progress payment until the Contractor complies
231 with all E-Construction requirements.

232

233

234

235

END SECTION 636

1 Amend **Section 645 - WORK ZONE TRAFFIC CONTROL** to read as follows:
 2
 3

4 **“SECTION 645 - WORK ZONE TRAFFIC CONTROL**
 5
 6

7 **645.01 Description.** This section describes the following:
 8

9 **(A)** Furnishing, installing, maintaining, and subsequently removing work
 10 zone traffic control devices, and personnel. Work zone traffic control shall
 11 include providing flaggers and police officers.
 12

13 **(B)** Keeping roads for public traffic open and in passable condition;
 14 providing and maintaining temporary access crossings for trails, businesses,
 15 parking lots, garages, residences, farms, parks, and other driveways; taking
 16 necessary work precautions for the protection, safety, and convenience of
 17 the public; should pedestrian facilities exist, taking necessary measures for
 18 safe and accessible passage, with route information and ADAAG
 19 compliance, for pedestrians traveling through or near work zone; taking
 20 necessary precautions to protect work zone workers from situations that
 21 place workers at increased risk from motorized traffic.
 22

23 **(C)** Taking safety and precautionary measures, such as illuminating
 24 roadway obstructions during hours of darkness, in accordance with Chapter
 25 286, HRS; Title 19, Subtitle 5, Chapters 127, 128, and 129, HAR; and
 26 *MUTCD*.
 27

28 **645.02 Materials.**

29	Signs	750.01
30	Sign Posts	750.02
31	Fasteners for Signs and Route Markers	750.03
32	Reflector Marker	750.07
33	Flexible Delineator Posts and Reflectors	750.08
34	Traffic Delineators	750.09
35	Preformed Pavement Marking Tape	755.04

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 43
 44 Submit electronic crashworthy documentation, including but not limited to,
 45 drawings in pdf and CADD, crash test reports, and FHWA eligibility letters certifying
 46 compliance with MASH 2016, for signs, sign supports, barricades, tubular markers,

47 cones, vertical panels, and other traffic control devices. Only devices that are
48 deemed crashworthy will be allowed.

49

50 Upon request of the Engineer, furnish self-certified MASH 2016 compliant
51 letter from vendor(s) for each type of Category 1 traffic control device, as defined by
52 FHWA and/or AASHTO, including single-piece traffic cone, single-piece drum, and
53 tubular marker.

54

55 Traffic control devices, including signs, barricades, warning lights, arrow
56 boards, portable changeable message signs, cones, tubular markers, and temporary
57 concrete barriers shall conform to the American Traffic Safety Services Association
58 (ATSSA), *Quality Guidelines for Temporary Traffic Control Devices and Features*
59 and the *MUTCD*.

60

61 Protective devices including barricades, warning signs, lights, and temporary
62 signals shall conform to Title 19, Subtitle 5, Chapters 127, 128, and 129, HAR.
63 Retroreflectorization for protective devices such as barricades, tubular markers, and
64 warning signs shall conform to Subsection 750.01 – Signs.

65

66 **645.03 Construction.** Furnish, install, and maintain barricades, signs, cones,
67 tubular markers, lights, flashing signals, and other traffic control devices.

68

69 Furnish two police officers for each location that requires work zone traffic
70 control. If TCP is included in the contract documents, furnish number of police
71 officers in the TCP or minimum of two police officers, whichever is greater or as
72 directed by the Engineer.

73

74 When directing traffic, flaggers, or police officers, or both shall be in direct
75 communication with each other.

76

77 TCP for lane closure on two-lane road will consider intersections and
78 driveway access. Maximum length of a lane closure on a two-lane road is 1,000
79 feet.

80

81 The Contractor shall develop traffic control plans needed to accomplish the
82 work based on Contractor's means and methods considering site conditions and
83 construction sequence in accordance with the Contract Documents including
84 applicable Manual Uniform Traffic Control Devices (MUTCD) requirements. Submit
85 traffic control plans for review and acceptance in accordance with Specifications
86 Section 105.04 – Review and Acceptance Process.

87

88 Include the following in TCP and schedule:

89

90 (1) Signs (type, size, designation, and placement).

91

92 (2) Traffic movements shown by arrows.

- 93
- 94 **(3)** Positions of flaggers and police officers.
- 95
- 96 **(4)** Barricades, cones, tubular markers, and additional traffic
- 97 control devices and measures necessary for protection of work and
- 98 public safety; and placement, spacing, distances, and reference points
- 99 for traffic control devices.
- 100
- 101 **(5)** Layout, drawn to scale, of traffic control devices, including
- 102 information needed to layout TCP.
- 103
- 104 **(6)** Brief description of work.
- 105
- 106 **(7)** Dates of work.
- 107
- 108 **(8)** Times of day affected.
- 109
- 110 **(9)** Proposed public information sign.
- 111
- 112 **(10)** Proposed news release.

113

114 Place sign or device situated farthest upstream from work zone first. Then

115 place others progressively downstream toward work zone.

116

117 Extend cones or tubular markers to point where cones or tubular markers are

118 visible to approaching traffic.

119

120 For signs with messages on both faces, cover inapplicable message before

121 placement.

122

123 Keep barricades, construction and warning signs, and other traffic control

124 devices in good condition. Repair, clean, or replace barricades, signs, or other

125 devices as required to maintain effectiveness and appearance. The Engineer alone

126 will decide suitable condition of each barricade, sign, or other traffic control device.

127

128 Remove or cover regulatory and warning signs that conflict with TCP.

129 Restore signs upon completion of work or as ordered by the Engineer. Affix object

130 markers to post(s) of covered sign.

131

132 Promptly remove or cover construction and warning signs that are not

133 applicable or not in use.

134

135 For sign covers, fully covers signs as indicated in the Acceptable category of

136 the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features.

137 Covers that are deemed to be in the Marginal or Unacceptable categories will not be

138 accepted. Covers that are fabricated from rigid materials will also not be accepted

139 unless it is certified to be MASH 2016 compliant.

140

141 Promptly remove traffic control devices that are no longer needed.

142 Remove traffic control devices in reverse order of installation, starting closest
143 to work zone and continuing away from work zone.

144

145 Maintain abutting owners' existing access until replacement access is usable.

146 Obtain permission from abutting owners, including conditions for closing existing
147 access. Submit copy of agreement with abutting owners before beginning work in
148 the affected area.

149

150 When working on existing facility that will be kept open to traffic, provide
151 smooth and even surface for public traffic use. Only work on a portion of roadway at
152 one time, and stage construction from one side to other while routing traffic over
153 opposite side.

154

155 During subgrade and paving operations, paved shoulders may be used for
156 public traffic.

157

158 Do not store material or equipment where it will interfere with public traffic.
159 Remove equipment and other obstructions out of right-of-way or clear zone to permit
160 free and safe passage of public traffic during non-working hours or suspension of
161 work. For storage of materials and equipment, see Subsection 105.14 – Storage
162 and Handling of Materials and Equipment.

163

164 Notify Fire Department, in writing, at least 24 hours before blocking or closing
165 road access. Keep fire hydrants accessible to Fire Department by not placing
166 material or other obstructions within five feet of fire hydrant or closer than permitted
167 by applicable ordinances, rules, and regulations.

168

169 Notify the Engineer and County, including Bus Systems Division, Police
170 Department, Fire Department, Emergency Medical Services, and Department of
171 Health in writing at least five days before start of construction.

172

173 **(A) Signs.** Install signs sufficiently ahead of location where operations
174 may interfere with use of road by traffic and at intermediate points where new
175 work crosses or coincides with existing road.

176

177 Place signs in accordance with TCP as accepted by the Engineer.

178

179 **(B) Construction Signs.** Erect construction signs at the beginning of
180 project and at the end of project at the location indicated by the Engineer.
181 These signs shall remain for the duration of the highway project. Maintain
182 these signs. Place these signs besides the required traffic control signs
183 called for herein.

184

185 The construction signs shall be new and become the property of the
186 Contractor.

187
188 **(C) Barricades.**

189
190 **(1) General.** Provide, erect, and maintain necessary barricades
191 suitable for protection of work and safety of the public.

192
193 Barricades shall be in good condition. Barricade application
194 and installation shall be in accordance with accepted TCP.

195
196 Provide sand bags if required or ordered by the Engineer.
197 Sand bags and installation method shall comply with *MUTCD* and be
198 accepted by the Engineer prior to use. Do not place sand bags on
199 striped barricade rail.

200
201 During hours of darkness, install steady burn or flashing lamps
202 on barricades selected by the Engineer. Attach lamps on barricade
203 ends closest to traveled way and visible to oncoming traffic.

204
205 Do not install signs on barricades unless signs and barricades
206 have been crash tested as a unit and accepted under NCHRP Report
207 350.

208
209 **(2) Retroreflectorization.** Retroreflectorize barricade rails and
210 attachment with retroreflective sheeting in accordance with
211 Subsection 750.01(C)(4) - Type III or IV Retroreflective Sheeting (High
212 Intensity) or Subsection 750.01(C)(5) - Hardened Aluminum-Backed
213 Retroreflective Sheeting.

214
215 Retroreflectorize both vertical faces of each barricade rail.

216
217 **(3) Color.** Provide white colored rails, frames, and braces with
218 front and back rail faces having 6-inch-wide alternating orange or red
219 and white stripes sloping downward toward traveled way at angle of
220 45 degrees from vertical. Use stripe colors in accordance with the
221 following:

222
223 **(a)** Use orange and white stripes for the following
224 conditions:

- 225
226 **1.** Construction work.
227
228 **2.** Detours.
229
230 **3.** Maintenance work.

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(b) Use red and white stripes for the following conditions:

1. On roadways with no outlet, such as dead-ends and cul-de-sacs.
2. Ramps or lanes closed for operational purposes.
3. Permanent or semi-permanent closure or termination of roadway.

(4) **Maintenance.** Keep barricades in good condition. Repair, repaint, clean, or replace barricades to maintain effectiveness and appearance. Immediately replace missing or damaged barricades, lamps, sandbags, and other accepted weights.

Clean and repair barricades before relocating to other locations.

(D) **Traffic Delineators.** Install traffic delineators in accordance with accepted TCP.

Maintain traffic delineators in good condition. Immediately replace missing or damaged tubular markers.

Clean delineators prior to relocating to new location.

(E) **Cones.** Install traffic cones in accordance with accepted TCP.

Maintain traffic cones. Keep traffic cones clean and in good repair. Immediately replace lost, stolen, or damaged traffic cones.

Clean cones prior to relocating to new location.

(F) **Lane Closures.** Lane closures will be allowed only from 8:00 p.m. to 5:00 a.m, Sunday through Thursday nights. Exceptions to lane closure hours specified require written acceptance by the Engineer. No increase in contract price or contract time will be given for lane closure restrictions specified.

For island of Oahu, no lane closures will be allowed during 24-hour periods as follows:

- (1) Day preceding holiday (3:00 p.m. to Midnight), except as otherwise specified.
- (2) Holidays (Midnight to Midnight).

277 (3) Day before and day after Thanksgiving Day (Midnight to
278 Midnight).

279
280 (4) Three-week holiday period for Christmas and New Years
281 (Midnight to Midnight).

282
283 (5) Three-week "Beat-the-School-Jam" period, to be determined,
284 (Midnight to Midnight) beginning approximately third week of August.

285
286 (6) Other dates of events indicated in the contract documents.

287
288 No time extension will be given for the above restrictions. The
289 contract time for the project has accounted for any loss of time due to the
290 above restrictions.

291
292 Closure of only one lane of traffic will be allowed during lane-closure
293 hours. Keep lanes open to traffic and allow flow at posted speed limit during
294 non-lane closure hours.

295
296 If applicable, coordinate lane closures with adjacent project(s) at no
297 increase in contract price or contract time.

298
299 Rental fees will be assessed in accordance with Subsection 108.10 –
300 Rental Fees for Unauthorized Lane Closure or Occupancy, for failure to open
301 lanes to traffic during peak hours. Morning and afternoon peak hours shall
302 be from 5:30 a.m. to 8:30 a.m. and 3:00 p.m. to 6:00 p.m., respectively,
303 Monday through Friday.

304
305 Before scheduling work, submit requests for detours and lane closures
306 as follows:

307
308 (1) Detours - 8 weeks before implementing detours.

309
310 (2) Lane closures - 6 weeks before implementing lane closures.

311
312 Include the following with detour and lane closure requests:

313
314 (1) Explanation of proposed changes to existing traffic pattern.

315
316 (2) Installation schedule for informational and traffic control signs.

317
318 (3) Publication schedule for legal notices.

319
320 (4) Plan showing proposed informational signs.

321
322 (5) Plan showing lane changes or detours in accordance with

323 accepted TCP, including details at beginning of multi-lane highway
324 lane changes and detours.

325

326 Detours or lane closures will not be allowed before the Engineer
327 accepts detour or lane closure request.

328

TABLE 645-I - FOR TRAFFIC CONTROL PLAN							
POSTED SPEED LIMIT (M.P.H.)	SIGN SPACING (D) (FEET)	TAPER LENGTH (T) (FEET)		LONGI- TUDINAL BUFFER SPACE (B) (FEET)	SPACING OF CONES OR TUBULAR MARKERS (FEET)		
		W = 12' OR LESS	W = GREATER THAN 12' *		TAPER	TANGENT	WORK AREA
20	250	200	W x 17	35	20	20	10
25	250	200	W x 17	55	25	25	10
30	250	250	W x 20	85	30	30	10
35	250	250	W x 20	120	35	35	10
40	500	350	W x 30	170	40	40	10
45	500	550	W x 45	220	45	45	10
50	1000	600	W x 50	280	50	50	10
55	1000	700	W x 55	335	55	55	10

* W = width of lane or shoulder

329

330 **(G) Advisory Signs.** Submit advisory sign shop drawings. Construct,
331 install, maintain, and remove two advisory signs as ordered by the Engineer.

332 Place signs at locations designated by the Engineer. Provide signs,
333 minimum 8 feet wide by 4 feet high, with black letters on orange background,
334 and with three 4.00 pounds/foot flanged channel posts for each sign.

335

336 Include starting date and hours of construction in sign message. Use
337 letter heights of 8 inches, Series D. The Engineer will review and accept
338 advisory signs' wording before fabrication. Install advisory signs two weeks
339 before start of construction. Remove advisory signs immediately after
340 construction has been completed or as ordered by the Engineer.

341

342 **(H) Advertisement.** Place advertisement in newspaper, as ordered by
343 the Engineer, for the following traffic pattern changes or night work:

344

345 (1) Detours.

346

347 (2) Lane closure.

348 (3) Permanent road closure.

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(4) Permanent new route that changes previous route.

Include the following information:

(1) Map of traffic pattern change limits.

(2) Map showing lane(s) closure and detour pattern.

(3) Notice of starting and ending dates and duration.

(4) Explanation of lane(s) closure or detours in "Notice To Motorist".

Quality of map shall conform to the following requirements:

(1) No freehand printing or penciling.

(2) Highlight important features by darkening, cross-hatching, crossing-out, or coloring important words, as necessary.

(3) Provide maps with minimum size of five columns wide and four columns deep. Lesser width columns may be considered to balance against size of drawing.

(4) Text specifications.

(a) Work being featured - 3/16-inch text.

(b) Major roads and features - 1/8-inch text.

(c) Other roads and features- first letter of sentence upper case.

(d) "NOTICE TO MOTORIST" in upper case.

(e) Message - first letter of sentence upper case.

(5) Line Thickness.

(a) Important feature being advertised - line thicker than rest of map.

(b) Directional arrow - bolder than rest of lines shown on map, when important, to show route traffic should use.

395 (6) Show reference direction such as "TO HONOLULU" with arrow
 396 Submit the following:

397
 398 (a) "Notice to Motorists" before placement in newspaper, six
 399 weeks before start of work.

400
 401 (b) Actual size of notice to be published in newspaper. The
 402 Engineer will not allow size reduction of notices once accepted.
 403 Submit final, camera-ready "Notice to Motorists"
 404 advertisement.

405
 406 Place advertisement for three consecutive days and within one week
 407 before traffic pattern changes, in publication as ordered by the Engineer.

408
 409 (I) **Police Officers.** A minimum of two (2) special duty officers shall be
 410 present during all construction activities to ensure traffic control and safety.
 411 For all freeway closures, including at off-ramps and on-ramps, a minimum of
 412 four (4) special duty officers shall be present during all construction.

413
 414 (J) **Message Boards.** The contractor shall provide and maintain up to two
 415 message boards with remote access features to be used for the duration of
 416 the work."

417

418 **645.04 Measurement.**

419

420 (A) Traffic control as specified in Subsection 645.03 – Construction and all
 421 public notices and advertisements, to include message boards, will be
 422 measured on a contract lump sum basis, including message boards. The
 423 cost for the two (2) extra special duty officers for freeway closures is to be
 424 included in the traffic control plan cost item. Measurement for payment will
 425 not apply.

426

427 (B) If the proposal specifies "Arrow Board", the Engineer will measure the
 428 arrow board per EACH furnished, installed and maintained per day.

429

430 (C) If the proposal specifies "Changeable Portable Message Sign", the
 431 Engineer will measure the arrow board per EACH furnished, installed and
 432 maintained per day.

433

434 (D) "Cones" will be considered incidental to traffic control Measurement for
 435 payment will not apply.

436

437 (E) "Traffic Delineators" will be considered incidental to traffic control.
 438 Measurement for payment will not apply.

439

440 (F) "Construction Signs" will be considered incidental to traffic control.

441
 442 (G) The Engineer will measure additional police officers, additional traffic
 443 control devices, and advertisement, if ordered by the Engineer, on a force
 444 account basis, in accordance with Subsection 109.08 - Force Account
 445 Provisions and Compensation.

446
 447 (H) If the proposal specifies “Drum”, they will be considered incidental to
 448 traffic control.

449
 450 **645.05 Payment.** The Engineer will pay for the accepted traffic control, traffic
 451 control device, police officers, flaggers, additional traffic control devices, specific
 452 traffic control contract bid items and advertisement at the contract price per pay unit,
 453 as shown in the proposal schedule. Payment will be full compensation for the work
 454 prescribed in this section and the contract documents.

455
 456 Costs associated with the provision of uniformed law enforcement to maintain safe
 457 and efficient travel through highway work zones and their payment terms are
 458 explained in more detail in Section III. D. of HDOT’s WORK ZONE SAFETY
 459 MANAGEMENT GUIDELINES.

460
 461 The Engineer will pay for the following items when included in the proposal
 462 schedule:

Pay Item	Pay Unit
Traffic Control	Lump Sum

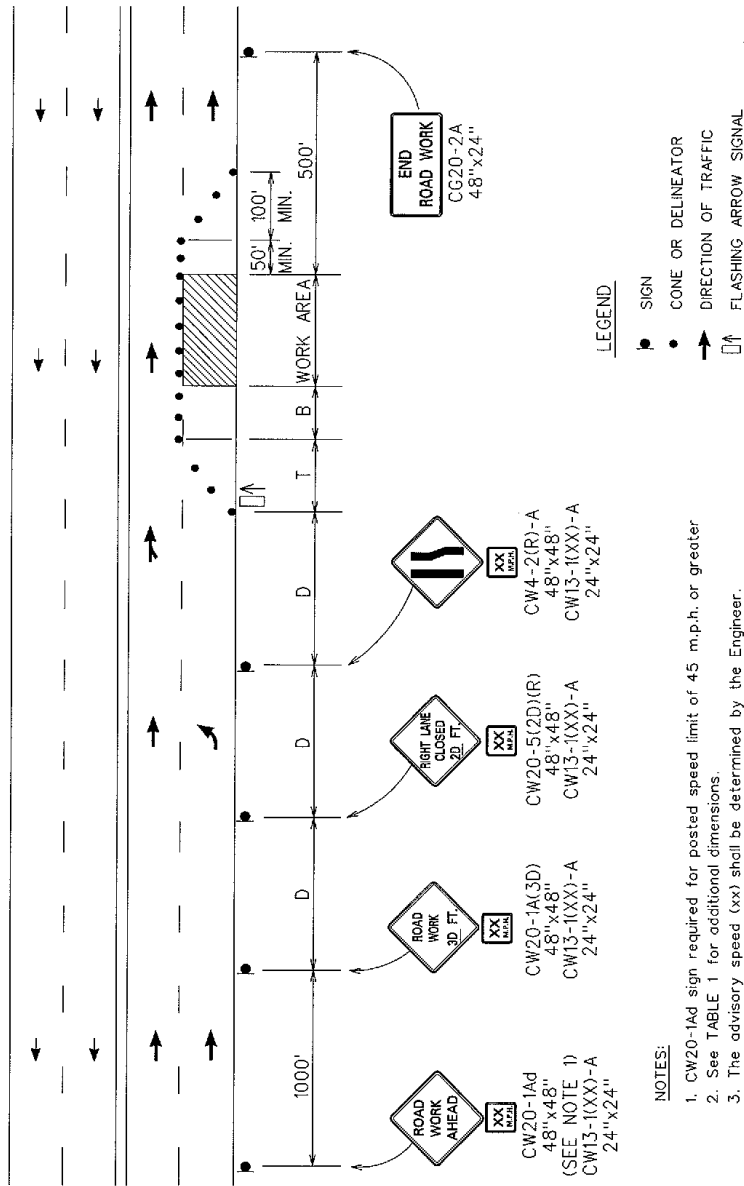
463
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 466
 467 The “Notice to Motorists” advertisement, and all labor, materials, tools,
 468 equipment and incidentals, including but not limited to, traffic control signs, detour
 469 route signs, traffic control devices, police officers, and portable message
 470 signs/EMBs that are shown in site-specific Traffic Control Plans (TCPs) accepted by
 471 the Engineer, shall be considered incidental to item 645.0100 – Traffic Control and
 472 shall not be paid for separately unless otherwise directed by Engineer.”

Additional Police Officers, Additional Traffic Control Devices, and Advertisement	Force Account
--------------------------------------------------------------------------------------	---------------

473
 474
 475
 476
 477 An estimated amount for force account is allocated in the proposal schedule
 478 under “Additional Police Officers, Additional Traffic Control Devices, and
 479 Advertisement,” but the actual amount to be paid will be the sum shown on accepted
 480 force account records, whether this sum is more or less than estimated amount
 481 allocated in proposal schedule.

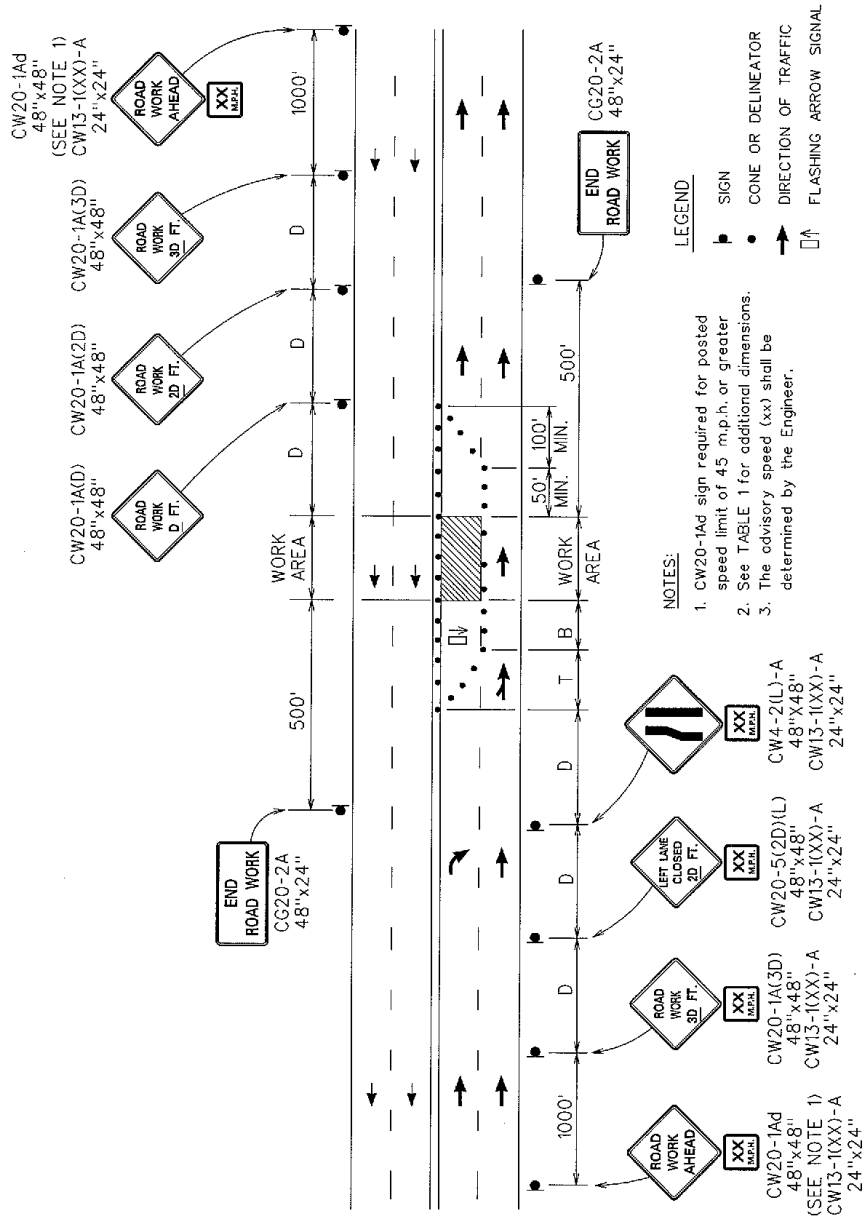
482
 483 The Engineer will not pay for request submittals. The Engineer will not
 484 consider claims for additional compensation of late submittals or requests by
 485 Contractor.”

486



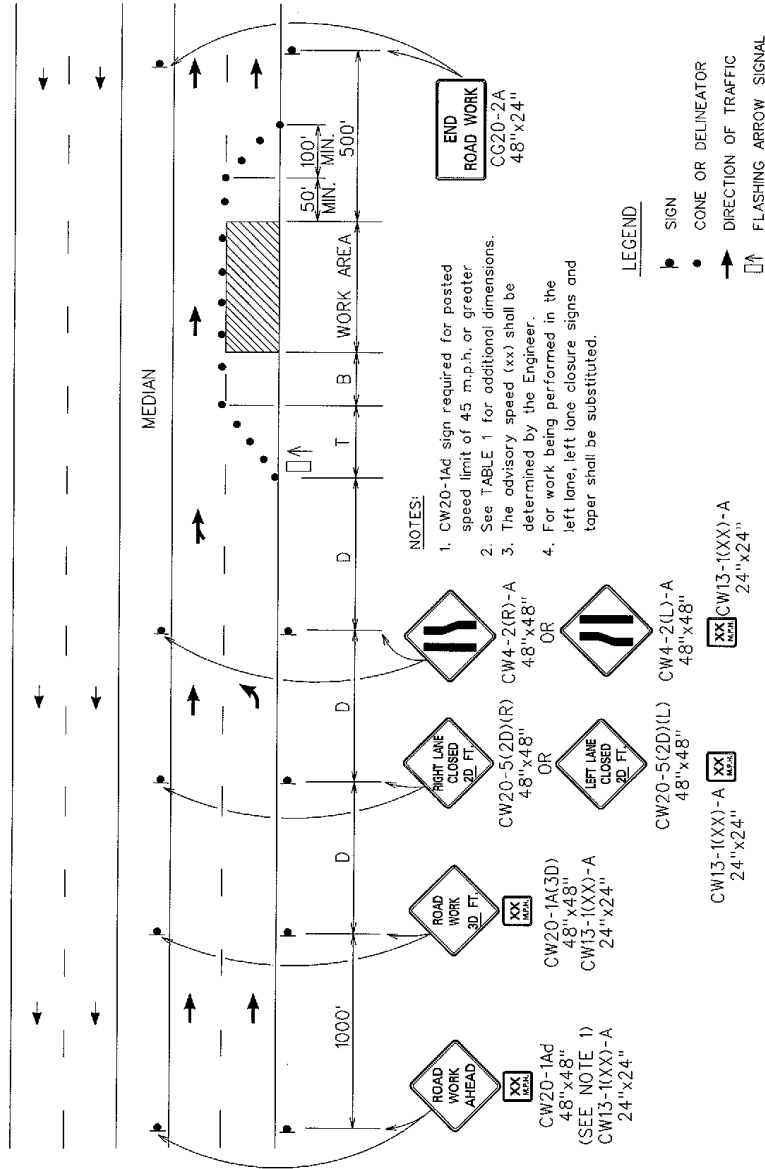
MULTILANE UNDIVIDED HIGHWAY - RIGHT LANE CLOSED

FIGURE 2 - TRAFFIC CONTROL PLAN



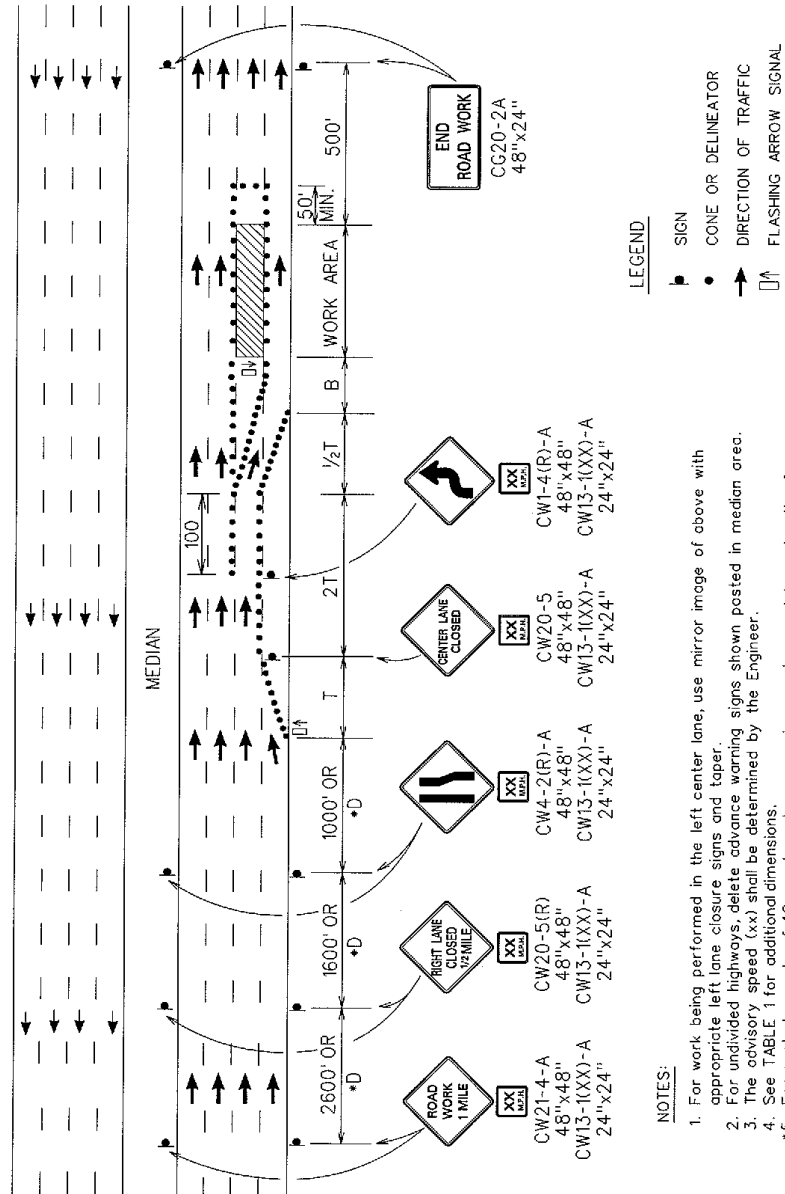
MULTILANE UNDIVIDED HIGHWAY - LEFT LANE CLOSED

FIGURE 3 - TRAFFIC CONTROL PLAN



MULTILANE DIVIDED HIGHWAY - ONE LANE CLOSED

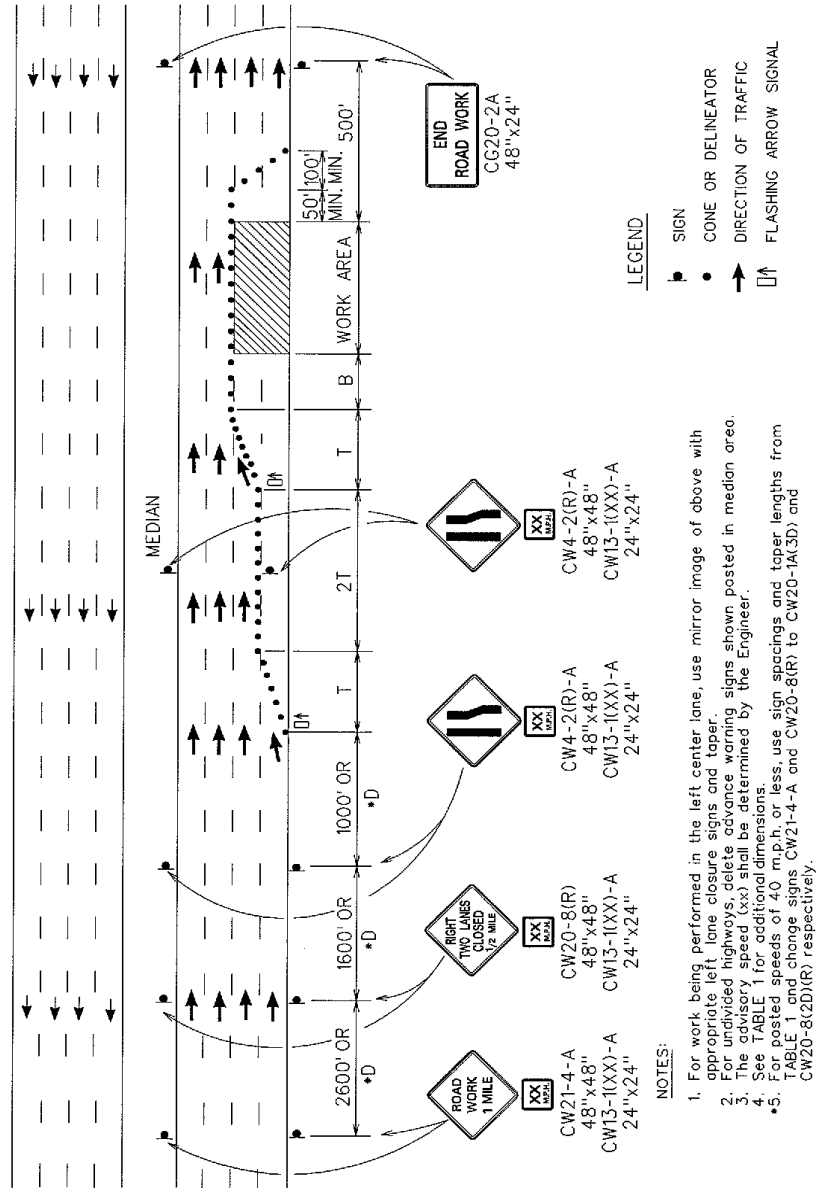
FIGURE 4 - TRAFFIC CONTROL PLAN



- NOTES:**
- For work being performed in the left center lane, use mirror image of above with appropriate left lane closure signs and taper.
 - For undivided highways, delete advance warning signs shown posted in median area.
 - The advisory speed (xx) shall be determined by the Engineer.
 - See TABLE 1 for additional dimensions.
 - For posted speeds of 40 m.p.h. or less, use sign spacings and taper lengths from TABLE 1 and change signs CW21-4-A and CW20-5(R) to CW20-5A(3D) and CW20-5(2D)(R) as shown in Figure 4.

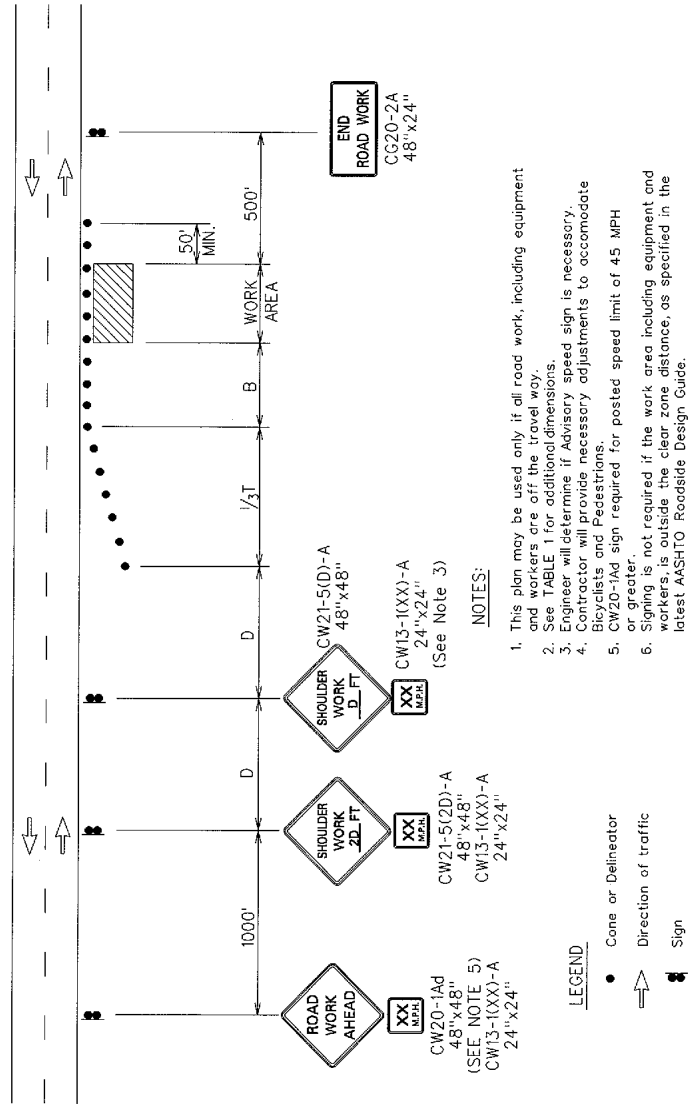
MULTILANE HIGHWAY - CENTER LANE CLOSED

FIGURE 5 - TRAFFIC CONTROL PLAN



MULTILANE HIGHWAY - MULTIPLE LANE CLOSED

FIGURE 6 - TRAFFIC CONTROL PLAN



WORKING ON SHOULDER OR ROADSIDE
FIGURE 7 - TRAFFIC CONTROL PLAN

END OF SECTION 645

1 Make the following Section a part of the Standard Specifications:
2

3 **SECTION 659 – EROSION CONTROL MATTING**
4

5
6 **659.01 Description.** This section describes installing erosion control matting in
7 accordance with the contract documents.
8

9 **659.02 Materials.**

10
11 **(A) Erosion Control Mat.** Erosion control mat shall be a permanent type, UV
12 resistant mat made of polypropylene fibers woven into a homogenous mat. Mat
13 shall have a minimum tensile strength of 600lb/ft as tested per ASTM D6818. Mat
14 shall be a North American Green Vmax C350 Permanent Mat or approved equal.
15 Erosion matting materials are to be submitted for approval prior to being ordered.
16

17 **659.03 Construction Requirements**

18
19 **(A) Preparation of Slope.** Clear vegetation in accordance with Section 201 –
20 Clearing and Grubbing. All tree and surface vegetation within the erosion mat limits
21 should be removed, unless otherwise noted. All stumps shall be removed or cut
22 flush with the surrounding slope.
23

24 Dress surfaces within the erosion mat limits as shown in the contract
25 documents. Surfaces should be smoothed to eliminate undulations that would
26 otherwise prevent the erosion mat from having intimate contact against the ground.
27 The distance between the erosion mat and the soil should not be greater than ½
28 inch. Extra staples shall be installed to achieve the required contact, and shall be
29 considered incidental to the erosion control mat. See plans for 18” hot dipped
30 galvanized U-pin staple materials and details.
31

32 **659.04 Measurement.** The Engineer will measure the Erosion Control Matting per
33 square foot installed in accordance with the contract documents. All U-pin staples and
34 slope dressing shall be considered incidental to erosion control matting. All other costs of
35 material, labor, and equipment shall be considered incidental work and shall not be
36 measured for payment separately.
37

38 **659.05 Payment.** The Engineer will pay for the accepted Erosion Control Matting on a
39 contract price per square foot. Payment will be full compensation for the work prescribed
40 in this section and the contract documents.
41

42 The Engineer will pay for the following pay item when included in the proposal
43 schedule:
44

45 **Pay Item**

Pay Unit

46
NH-083-1(090)
659-1a

05/05/2022

47 Erosion Control Matting

Square Foot

48

49 The Engineer will pay for clearing under Section 201-Clearing and Grubbing. Any
50 Slope Dressing shall be considered incidental and will not be paid for separately.”

51

52

53

54

END SECTION 659

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

3 **“SECTION 671 – PROTECTION OF ENDANGERED SPECIES**
4

5 **671.01 Description.** The Endangered Species Act (ESA) listed species
6 Hawaiian hoary bat (*Lasiurus cinereus semotus*), Hawaiian petrel (*Pterodroma*
7 *sandwichensis*), Newell’s shearwater (*Puffinus newelli*), band-rumped storm petrel
8 (*Hydrobates castro*), Hawaiian stilt (*Himantopus mexicanus knudseni*), Hawaiian
9 coot (*Fulica alai*), Hawaiian common gallinule (*Gallinula galeata sandvicensis*),
10 Hawaiian duck (*Anas wyvilliana*), green sea turtle (*Chelonia mydas*), hawksbill sea
11 turtle (*Eretmochelys imbricata*) and Hawaiian monk seal (*Neomonachus*
12 *schauinslandi*) may be in or transit through the general vicinity of the proposed
13 project. The contractor shall protect these terrestrial and marine protected species
14 throughout the construction duration.
15

16 **671.02 Materials.** None
17

18 **671.03 Construction.**
19

20 **(A) Pre-Construction and Construction Requirements.** Comply with
21 the following conditions:
22

23 **(1) General Lighting Requirements:**
24 Nightwork is authorized by the Regulatory Permits, however
25 from May through December all lights must be downward
26 facing and fully shielded so bulbs can only be seen from
27 below. All lights will illuminated only when necessary and will
28 be turned off when human activity is not occurring in the
29 lighted area. Additionally, all construction lights will be lower
30 in height than the existing streetlight and not placed on the
31 beach. Lighting should also face mauka along the face of the
32 cliff where work is occurring and not outwards toward the
33 ocean.
34

35 **(2) Hawaiian Hoary Bats:** No disturbance, removal, or trimming of
36 woody plants taller than 15 feet (4.6 meters) during the
37 birthing and pup rearing season (June 1 through September
38 15). Trees along the existing fenceline must be cleared prior
39 to construction to address this seasonal restriction.
40 Additionally, barbed wire will not be used.
41

42 **(3) Hawaiian seabirds** (Newell’s shearwater, Hawaiian petrel and
43 band-rumped storm-petrel) may traverse the project area at
44 night. Nighttime construction is permitted year-round.
45 However, the following measures must be implemented

46 during seabird fledging season (September 15 through
47 December 15):

- 48 • Monitoring for downed seabirds during night work will
49 be conducted by a qualified biologist experienced and
50 knowledgeable in Hawaiian seabird biology and
51 identification. Monitoring will be conducted at the
52 places and during the hours that construction night
53 lighting is in use, and at dawn. Surveys for seabirds
54 will be conducted regardless of weather conditions
55 unless the weather is dangerous to the observer
56 and/or nightwork is cancelled.
- 57 • Seabird monitors will be hired, trained, and geared up
58 with surveying and downed seabird rescue equipment
59 and supplies prior to September 15.
- 60 • At least one seabird monitor will be present every
61 night when there are work activities using nighttime
62 lighting during this three-month period.
- 63 • The seabird monitors will observe the nighttime
64 lighting with the unaided eye and use of binoculars to
65 observe if a seabird is circling lights or has fallen to
66 the ground. If a circling bird is observed to fall to the
67 ground, the seabird monitor will immediately rescue
68 the downed seabird if it has come down in an
69 accessible location. For personnel safety, seabird
70 monitors will have radio or cell phone contact with the
71 construction work crew supervisor in the field who is
72 overseeing nighttime work. For the rescue to be done
73 safely, the construction supervisor will notify workers
74 in the immediate area of the downed seabird to stop
75 work activities while the bird is picked up.
- 76 • Construction workers will be briefed prior to the first
77 nighttime monitoring session during each seabird
78 fallout season of the presence of seabird monitors at
79 the construction site, possible downed seabirds, and
80 the potential for brief work interruption (no more than
81 5-10 minutes) for the seabird monitor to rescue a
82 downed seabird. The seabird monitor will conduct a
83 search targeted specifically at finding grounded
84 seabirds one hour prior to sunrise. The progressive,
85 seasonal change in sunrise will be adjusted for this
86 survey start time. Because all construction activities
87 will begin well after sunset, there is no need to
88 conduct sunset ground searches.
- 89 • If work personnel see a downed seabird, they will stop
90 work immediately in the downed seabird area and

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report their observation to the construction supervisor, who will notify the seabird monitor. The seabird monitor will go to the location with rescue supplies.

- All downed seabirds collected, identified, and recorded will be taken to Feather and Fur in Kailua immediately or no more than 7–8 hours after grounding (i.e., if a bird is picked up early in the evening of monitoring). Care must be taken in handling any dead or injured specimens of ESA-listed species to preserve biological material in the best possible state. In conjunction with the preservation of any dead specimens, the finder has the responsibility to ensure that evidence intrinsic to determining the cause of death of the specimen is not unnecessarily disturbed.
- The seabird monitor will photo document and record location of the downed seabird using smartphone technology. The seabird monitors will follow up with HWC regarding the final species identification and disposition of the bird within 48 hours of drop off of the bird.
- The USFWS will be notified by telephone (808-792-9400) and email (pifwo_admin@fws.gov) within 24 hours upon the discovery of an injured or dead ESA-listed seabird within the project area.
- If take of listed species occurs and the carcass is recovered, the Service may request that the carcass be necropsied. Otherwise, the depository designated to receive specimens that are found is the B.P. Bishop Museum, 1525 Bernice Street, Honolulu, HI, 96817 (telephone: 808/847-3511). If the B.P. Bishop Museum does not wish to accession the carcass, contact the Service’s Division of Law Enforcement in Honolulu, HI (telephone: 808/861-8525; fax: 808/861-8515) for instructions on disposition.
- The FHWA will work with HDOT to provide the USFWS written notification, summarizing the event, within 30 days of injury or mortality, using the seabird intake forms which are included as an Appendix to these specs. The FHWA or HDOT will submit a final report to the Service summarizing the extent of take throughout the project timeframe. The final report is due 90 days after the completion of the proposed project.

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- (4) Hawaiian Waterbirds (gallinule, coot, duck, stilt) – Best Management Practices (BMPs) will be implemented to avoid the accumulation of standing and open water within and immediately adjacent to project elements, including in and around work areas and staging areas to avoid attracting waterbirds to the project area. If there are areas of the road where waterbirds are known to cross, reduced speed limits will be posted and enforced. In addition, construction personnel and contractors will be informed about the presence of endangered species on-site.

A biologist that is familiar with Hawaiian waterbird biology and identification will conduct Hawaiian waterbird nest surveys where potential habitat occurs within the vicinity of the proposed project area, prior to initiation of construction. These surveys will be repeated within three days of construction start and after any subsequent work delay of three or more days (during which period of time the birds may attempt to nest). If a nest or active brood of a listed waterbird is found during these surveys, the Service will be contacted within 48 hours for further guidance to determine an appropriate buffer radius around the nest. The approved buffer will be established and maintained around any active nests and/or broods until the chicks/ducklings have fledged. No potentially disruptive activities or habitat alterations may occur within the buffer.

- (5) Hawaiian sea turtles – the following measures must be adhered to year-round:
- Modification of beaches and dune environments will not occur, and vehicles will not be used on the beach.
 - Native dune vegetation will not be removed.
 - Applicable BMPs for work in and around the aquatic environments will be incorporated into the construction plans.
 - Visual monitoring of sea turtles within 100 feet of work activities is required at least hourly. This could be conducted by individuals identified by the contractor working on the project, who will be provided with on-site training by a biologist. The biologist must be knowledgeable on Hawaiian sea turtle nesting behavior. The visual survey would be conducted from a vantage point above the beach.
 - If a basking sea turtle is found within or near the Project Area, all mechanical or construction activities will cease within 100 ft of the animal until it voluntarily

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leaves the area or is assessed by a qualified biologist and USFWS is contacted to determine next steps.

- All project-related debris, trash, and equipment will be prevented from entering the beach or dune area. Project-related materials will not be stockpiled in the intertidal zone, on reef flats, on sandy beach, or within stream channels.

From May 1 through December the following will be adhered to:

- A biologist with experience identifying sea turtle nests will survey the beach each morning at dawn. If a nest is detected, the USFWS will be contacted within 24 hours for additional guidance and protective measures.
- If a nest is detected during construction and if hatchlings are observed emerging at night, lights would be turned off and night work would be paused until no hatchlings are observed on the beach or in the water.

(6) Hawaiian monk seal – the following measures will be implemented:

- Monk seal sightings and strandings must be reported to the NOAA Marine Wildlife Hotline (888-256-9840).
- Maintain constant vigilance for the presence of monk seals during all aspects of the permitted action.
- Postpone work if monk seals are observed within 150 feet of the proposed activities and do not resume activity until after the animals have voluntarily departed the area.
- No project-related activities will occur on the shoreline and all plastic and project related wastes will not be allowed to enter the water and will be contained and disposed of at an approved disposal location. Prior to commencing daily activities, all equipment and vehicles will be maintained and checked to reduce any risk of leaks or discharge.
- Minimize and contain turbidity and sediment from project-related work through the appropriate use of effective sediment containment devices and the curtailment of work during adverse tidal and weather conditions for the entire construction period.

225 (B) **Compliance Requirements.** The Contractor shall protect Hawaiian
226 hoary bats, Hawaiian seabirds, Hawaiian waterbirds, Hawaiian sea
227 turtles and Hawaiian monk seals for the duration of construction.
228 Failure to comply with the construction requirements, causing or
229 inflicting harm or taking of an individual during the construction
230 duration shall be enforceable by the USFWS or NMFS as set forth
231 by the ESA and DLNR. Resultant penalties and/or fines shall be at
232 the Contractors expense without cost or liability to the State.
233

234 **671.04 Measurement.** The Engineer will measure the work required for the
235 protection of endangered species on a force account basis in accordance with
236 Subsection 109.06 – Force Account Provisions and Compensation and as ordered
237 by the Engineer.
238

239 The Engineer will not measure the work required for minimizing spread of Rapid
240 Ohia Death for payment.
241

242 **671.05 Payment.** The Engineer will pay for the accepted protection of
243 endangered species on a force account basis in accordance with Subsection
244 109.06 – Force Account Provisions and Compensation. Payment will be full
245 compensation for the work prescribed in this section, by the Engineer, and in the
246 contract documents.
247

248 The Engineer will pay for the following pay item when included in the
249 proposal schedule:
250

251 Pay Item	252 Pay Unit
253 Protection of Endangered Species	254 Force Account

255 An estimated amount may be allocated in the proposal schedule under
256 “Protection of Endangered Species”, but the actual amount to be paid will be the
257 sum shown on the accepted force account records, whether this sum be more or
258 less than the estimated amount allocated in the proposal schedule.”
259

260 IDEA Seabird Conservation Account	261 Force Account
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262 Per the USFWS Biological Opinion (July 16, 2025) Compensatory
263 Mitigation of \$90,000 shall be paid to the National Fish and Wildlife Foundation,
264 Impact-Directed Environmental Account (IDEA) Seabird Conservation Account
265 prior to commencement of nighttime construction to offset potential adverse effects
266 to Hawaiian seabirds associated with nighttime construction lighting.
267
268

Downed Wildlife Incident Reporting Form

Report Date	
Type of Discovery (circle one)	Routine Search Incidental
Species (common name)	
Date Found	
Time Found	
Age	
Bands	
Found by	
Affiliation	
Documented by	
Time Initially Reported to Agencies	
Time Bird Transported to Feather and Fur	
Coordinates (Lat/Long)	
Location Found (including closest structure and distance to structure)	
Distance of bird to base of nearest light (m)	
Bearing from base of nearest light (deg)	
Ground Type (paved, grass, shrub, other)	
Wind Direction and Speed (mph)	
Cloud Cover (percent)	
Cloud Deck (estimated magl)	
Precipitation	
Air Temperature (° F, if known)	
Photos taken ¹ (circle one)	Yes No

¹ All photos are assigned an ID# and are recorded in the Photo Log.

Descriptive Information

Condition of Bird (include a description of general condition, as well as any visible injuries):

Probable Cause of Injury or Mortality and Supporting Evidence (attach photos and map, next page):

Action Taken (include notifications, reporting dates and times):

Additional Comments

Attach 2-3 photos to this report.

Seabird Monitoring Species Names and Acronym Codes
Hawaii Department of Transportation

Please use the following codes for grounded bird species recorded on the Primary Data Form. If a species is encountered which does not occur on this list, please record the common name.

Common Name	Species Code
Hawaiian Petrel	HAPE
Newell's Shearwater	NESH
Wedge-tailed Shearwater	WTSH
Band-rumped Storm-Petrel	BRSP
Buller's Shearwater	BUSH
Bulwer's Petrel	BUPE
Christmas Shearwater	CHSH
Sooty Shearwater	SOSH
Sooty Tern	SOTE
White-tailed Tropicbird	WTTR
Red-tailed Tropicbird	RTTR
Red-footed Booby	RFBO
Brown Booby	BRBO
Brown Noddy	BRNO
Black Noddy	BLNO
Unknown	UNKN

Rescuing Downed Seabirds—Standard Operating Procedures (SOP)

The following steps provide the procedure for recovering downed seabirds:

1. Take the seabird recovery kit and pet carrier to the downed seabird.
2. Put on gloves.
3. Using towel to gently cover the bird, pick up the seabird.
4. Place the seabird in the pet carrier and close the pet carrier.
5. Put the gloves and towel back in the seabird rescue kit.
6. Take the bird and pet carrier to safe location at airport.
7. Call Feather and Fur at 808-254-1548 to inform them a seabird has been picked up (leave message if no one answers phone).
8. Drive the downed seabird to Feather and Fur in early morning after nighttime monitoring is complete to deliver seabird at Feather and Fur.
9. Complete the "Seabird Intake Forms" (Appendix B of this biological opinion).
10. Give the completed "Seabird Intake Forms" to Feather and Fur, make two copies of forms, retain one copy, and send copy to the Pacific Islands Fish and Wildlife Office (PIFWO), pifwo_admin@fws.gov.
11. Notify PIFWO, pifow_admin@fws.gov, within 24 hours of downed seabird.

Contents of Seabird Recovery Kit

1. Latex or nitrile gloves;
2. Three towels;
3. Hand sanitizer;
4. Flashlight or headlamp;
5. Clipboard, pen, and blank "Bird Take Field Reports," or similar form; and
6. Pet carrier –medium sized. If a box is used it must be well ventilated and marked conspicuously "LIVE ANIMAL."

1 **SECTION 695 – ROCKFALL PROTECTION FENCE**
2

3 Make this section a part of the Standard Specifications.
4

5 **695.01 Description.** This section covers the requirements for furnishing and
6 constructing a rockfall protection fence. The rockfall protection fence shall be
7 manufactured and assembled in accordance with the contract documents, the
8 manufacturer’s standards, and the requirements as follows:
9

10 **(A)** The system shall be capable of absorbing impact design loads for a
11 kinetic energy specified by the design documents and shall be able to
12 absorb the specified impact loads without allowing the rock to pass. The
13 system shall be designed with a sufficient factor of safety above the
14 specified design loading. The system shall be certified Category A
15 according to ETAG 27.
16

17 **(B)** The rockfall protection fence system manufacturer shall be
18 regularly engaged in designing and manufacturing rockfall protection
19 systems, with a minimum of five years of documented experience with
20 manufacturing of such systems used in a similar application and capacity.
21 The manufacturer shall supply written evidence demonstrating certification
22 of a quality assurance program as well as proof and validity of
23 manufacturer’s liability insurance.
24

25 **(C)** The rockfall protection fence system shall consist of materials as
26 stipulated in the plans and specification and shall have a braking system
27 that works mainly by material deformation (ring type, straight bar type, or
28 equivalent), not by friction.
29

30 **(D)** The contractor shall provide data to demonstrate that the rockfall
31 protection fence system is capable of absorbing the Design Load Impact
32 Energy. In addition, the contractor shall submit documentation that the
33 specified system has performed satisfactorily in similar applications
34 including field-testing and performance history.
35

36 **(E)** The contractor shall submit shop drawings detailing the rockfall
37 protection fence system and installation specifically for this project.
38

39 **(F)** The manufacturer shall provide two (2) days of installation
40 supervision by a qualified field representative to ensure that the system is
41 properly installed. The cost for the manufacturer’s assistance shall be
42 included in the cost of the rockfall protection fence system.
43

44 **(G)** For specific fence performance requirements refer to the project
45 plans.
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695.02 Materials.

(A) Main Support Nets. The nets shall consist of a combination ring net and wire mesh material. The ring net shall be made from interlocking steel rings as specified below. Ring diameter shall be no more than 14 inches and shall be composed of steel wire coiled into a loop with a minimum of 10 loops per ring for the rockfall protection fence. Three steel clips or equivalent shall be fastened around each ring to hold the coils together. Each ring shall connect to four or six adjoining rings by passing through them. The wire shall be high tensile strength carbon steel wire with a nominal minimum diameter of 0.118-inch (3mm) and a minimum breaking strength of 1,380 N/mm². The wire shall be hot-dip galvanized with a zinc/aluminum coating and the minimum weight of the coating shall be 244 g/m² in accordance with ASTM A764, Class 3.

(B) Wire Mesh. Wire mesh shall be installed on the upslope side of the ring net material and shall be made of high-strength steel and woven construction. The wire shall be provided by the fence manufacturer and shall be 3mm diameter mesh, PVC coated and attached to the ring net using stainless steel 316 hog rings or approved equal. Hog rings shall be closed with 50% or half circle overlap. Wire mesh shall be hot-dipped galvanized with a zinc/aluminum coating with a minimum weight of 120 g/m² according to ASTM A1007.

(C) Support Posts. Support posts shall be fabricated from wide flange structural members meeting ASTM A36 requirements for preformed steel shapes and shall be hot-dip galvanized color flat black. Cable guides shall be welded to the support posts (top and bottom), shall be fabricated from pipe meeting ASTM A53, Grade B, or ASTM A106 requirements. All steel shapes shall comply with ASTM A36 and the bolts, nuts and washers shall conform to ASTM F3125.

(D) Support Cables. Support cables shall be designed and supplied by the rockfall protection fence manufacturer and shall meet or exceed the minimum requirements specified in the contract documents. All support cables shall be hot-dipped galvanized, color flat black.

(E) Steel Anchors. Wire cable anchors shall meet the minimum size, length and material requirements specified on the plans. All wire cable anchors shall be stainless steel type 316. Solid steel anchors for micropiles used in the fence post foundations and in miscellaneous shotcrete work shall be #10 bars, grade 75 hot-dipped galvanized steel. Couplings for #10 bars shall also be hot-dipped galvanized. The solid bars

93 and the couplings shall meet the requirements of sub-section 695.02 (G) -
94 Coating.

95
96 **(F) Wire Rope.** All wire rope for the support cables and wire cable
97 anchors shall meet the most stringent industry standards for similar
98 application. All wire ropes not specified as stainless steel shall be hot-
99 dipped galvanized in accordance with ASTM A1023.

100
101 **(G) Coating.** All components of the rockfall protection fence system,
102 including inside surfaces and weld seams, shall be hot-dipped galvanized
103 in accordance to the respective ASTM standard for which it is a part.
104 Galvanization shall be to the highest class allowed by the fence
105 manufacturer without compromising the strength of the system.
106 Galvanization is not required for stainless steel parts.

107
108 **(H) Color Coating.** All exposed components of the rockfall protection
109 fence system, such as the support posts, ring nets, support ropes and
110 lateral support cables, shackles, wire rope clips, etc. shall be powder
111 coated, PVC coated, or rubberized paint coated to color flat black for
112 aesthetic purposes (the Engineer may request for a different color). Any
113 paint used shall be approved by the Engineer. A certification letter from
114 the powder coating company shall be provided to the Engineer to approve
115 that galvanization is not damaged during the powder coating processes.
116 No harsh chemicals shall be used in the powder coating process.

117
118 **(I) Anchor Grout.** Grout for the anchors shall consist of cement grout
119 capable of permanently developing the bond and internal strength
120 necessary for the project. Cement grout shall be non-shrink, non-metallic,
121 non-aggregate, high strength pre-engineered packaged grout with a
122 minimum compressive strength of 5,000 psi in three (3) days when mixed
123 to flowable consistency. If a non-prepackaged grout is used the
124 Contractor shall submit to the Engineer for review the desired mix design.
125 All grouts to be used for the project shall be tested by an independent
126 laboratory to prove their minimum compressive strength in three (3) days.
127 Test results from previous projects will not be accepted. Submit all grout
128 material information and compression test results to the Engineer for
129 approval. Grout that achieves the specified three (3) day compressive
130 strength will be considered acceptable for the project. Grouting shall not
131 commence until the grout is approved in writing by the Engineer. Cement
132 grout shall be capable of being hydraulically pumped to the bottom of the
133 drill hole allowing it to rise upwards filling all cavities of the drill hole.

134
135 During each grout day, Contractor shall take grout samples and test for
136 compression strength that the specified grout strength can be achieved.
137 Grout samples shall be taken and tested by an independent laboratory
138 and test results provided to the State at no additional cost to the project.

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Water for mixing grout shall be potable, clean and free of injurious quantities of substances known to be harmful to Portland cement or bar steel.

Equipment for mixing grout shall be high speed colloidal mixer with shearing action. The grouting equipment shall be capable of continuous mixing and shall produce a homogeneous grout mixture free of lumps. Batch mixing shall be per manufacturer's recommendations.

(J) Miscellaneous Materials. All miscellaneous hardware, (except for those specified as stainless steel) such as wire rope clips, bolts, shackles, tie wires, etc., shall be hot-dipped galvanized, and supplied by the manufacturer with the system.

(K) Centralizers. Centralizers shall be placed along the length of the anchor as detailed in the plans. Centralizers shall permit the free flow of grout to pass through in the drilled hole and shall be securely fastened to prevent displacement. Centralizers shall be made of PVC schedule 40 and shall be sized to keep the bar at the center of the drilled hole. If the contractor chooses to make drill holes larger than the minimum parameters specified on the plans, the centralizer sizing shall be adjusted to keep the anchor centered in the drilled hole. Any anchor bar that is not in the center of the hole (a deviation from the center of the drilled hole equal to 10% of the hole diameter or 0.5 inches, whichever is smaller, will be permitted) shall be rejected and replaced at no additional cost to the State.

(L) Grout Socks. It is anticipated that the Contractor may encounter voids and fractures within the subsurface during drilling and grouting operation for the ground anchors. The Contractor shall be prepared to manage completing grouted anchor installation under the above conditions without any additional cost to the State. Use of grout socks requires a written approval from the Engineer. Contractor shall make every effort to provide reasonable justification to the Engineer for using grout socks. Grout socks shall be of the materials which allow passage of cement through the grout sock and to the surrounding anchor hole area. Grout sock diameter shall be a minimum of 40% larger than the drilled holes. Contractor shall submit grout sock information for approval by the Engineer prior to installation.

(M) Shipping. All materials shall be properly labeled and shipped by the manufacturer to the job site for the contractor to easily identify the system components with the manufacturer's detailed design drawings to avoid confusion and minimize error.

185 **(N) Shotcrete for Upslope Anchor Pads.** The Engineer may require
186 the Contractor in writing to apply a layer of reinforced shotcrete at certain
187 upslope anchor locations. Shotcrete finish shall be color stained to match
188 the adjacent rock slope. All work and materials shall be per plan drawing
189 details and notes. Contractor shall submit shotcrete mix design for review
190 and approval prior to installation. Rebar shall be Grade 60 conforming to
191 ASTM A615. Refer to Section 628 – Shotcrete.

192

193 **695.03 Construction**

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195 **(A) General.** The rockfall protection fence shall be manufactured in
196 accordance with the vendor's standards, the design plans and the
197 following minimum requirements:

198

199 **(1)** The manufacturer shall submit four (4) copies of the layout
200 and detailed design working drawings to the Engineer for review
201 and acceptance within 30 days from the Notice-to-Proceed date.
202 The submittal shall be prepared by the manufacturer of the rockfall
203 protection fence system. The submittal also shall include samples
204 of the materials with the powder coating and the color(s) of the high
205 strength wire mesh for selection and acceptance by the Engineer
206 prior to placing an order for the rockfall protection fence system.
207 Fabrication of the rockfall protection fence system shall not begin
208 until the submittal has been reviewed and accepted by the
209 Engineer. The manufacturer shall include two (2) days of
210 installation supervision by a qualified Field Engineer to ensure that
211 the system is properly installed. The cost for the manufacturer's
212 assistance and drawings required in the submittal shall be included
213 in the cost of the rockfall protection fence system.

214

215 **(2)** The rockfall protection fence shall be capable of absorbing
216 the specified impact kinetic energies and jumping heights produced
217 from falling rocks for specific site conditions without receiving
218 significant damage to fence system.

219

220 **(3)** The designated rockfall protection fence system shall have
221 been tested previously. In addition, the rockfall protection fence
222 system shall have demonstrated satisfactory performance in a
223 similar application and capacity. The contractor shall submit
224 documentation that the specified system has performed
225 satisfactorily in similar applications including field-testing and
226 performance history.

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228 **(B) Preparation.**

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(1) Clearing. Clear and trim flush to the ground all vegetation, trees, and shrubbery as needed in preparation for rockfall protection fence installation in accordance with the contract documents. Contractor shall keep vegetation clearing downslope of the barriers to a minimum. Clearing shall be performed in accordance with Section 201 – Clearing and Grubbing.

(2) Post foundations shall be designed and stamped by a civil or structural engineer licensed in the state of Hawaii and hired by the Contractor. Post foundation shop drawings and details shall be submitted to the Engineer for review and approval prior to installation.

(3) The excavation for the post foundations shall be per the approved shop drawings and performed in accordance with Section 204 - Excavation and Backfill for Miscellaneous Facilities.

(4) Install drilled anchors in accordance with the contract documents, the accepted shop drawings, and the manufacturer’s recommendations. The contractor shall determine the total anchor length required to meet the design test loads provided by the fence manufacturer while meeting the minimum embedment depth as shown on the contract documents. In addition, all grouting shall be performed in the presence of the Engineer. Any anchor not grouted in the presence of the Engineer shall be grounds for rejection of the anchor.

(5) Install reinforcing steel for post foundations in accordance with the accepted shop drawings, local building codes, and per Section 602 - Reinforcing Steel.

(C) Verification Testing Information

(1) Sacrificial Anchors. Four verification tests (two upslope and two lateral anchors) shall be performed prior to installation of production anchors, at locations chosen by the Engineer, to verify the Contractor’s installation methods, anchor pullout capacity, and design assumptions at no additional cost to the State. The anchors used for the verification test shall be sacrificial and shall not be incorporated as a production anchor. See plan notes for additional information.

(2) Methods and Procedures. Test anchor shall be constructed using the same equipment, methods, and hole diameter as planned for the production proof test anchors. Changes to the drilling or installation method may require

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additional anchor testing as determined by the Engineer at no increase to the contract price or contract time.

(3) Testing Schedule. The Design Test Load (DTL) during testing shall be as shown in the contract documents and/or schedule below. Verification test anchors shall be incrementally loaded and unloaded in accordance with the following schedule.

Verification Test Loading Schedule

Load	Load Hold Time
AL (0.05DTL* maximum)	1 Minute
0.25 DTL	10 Minutes
0.50 DTL	10 Minutes
0.75 DTL	10 Minutes
1.00 DTL (Max. Test Load)	10 Minutes
1.25 DTL	10 Minutes
1.50 DTL (Creep Test)	60 Minutes
1.75 DTL	10 Minutes
2.00 DTL (Max Test Load)	10 Minutes
*Design Test Load = To be provided by the rockfall fence Manufacturer.	

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The Alignment Load (AL) should be the minimum load required to align the testing apparatus and should not exceed 5 percent of the Design Test Load maximum (0.05 times the DTL). Dial gauges should be set to “zero after the alignment load has been applied.

(4) Loading Times. Each load increment shall be held for at least 10 minutes. The verification test anchor shall be monitored for creep for 60 minutes at the 1.50 DTL load increment. Anchor movements during the creep portion of the test shall be measured and recorded at 1, 2, 3, 4, 5, 6, 10, 20, 30, 50, and 60 minutes. The load during the creep test shall be maintained to within 2 percent of the intended load by the use of the load cell. Unload the anchor only after completion of the test.

(D) Proof Testing Anchors. Perform proof testing of anchors on all lateral anchors and up to 50% of upslope anchors at Engineer’s discretion, or as specified by the barrier manufacturer, whichever one is more

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stringent. Perform the proof tests on anchors selected by the Engineer. Do not perform the proof testing until the grout for the anchor has cured for at least 72 hours and attained at least the specified 3-day compressive strength. Testing in less than 72 hours only will be allowed if the Contractor submits compressive strength test results, for tests performed by a qualified independent testing laboratory, verifying that the anchor grout mixes being used will provide the specified 3-day compressive strengths in the lesser time. Provide description of test setup and jack, pressure gauge, and load cell calibration curves for review and acceptance by the Engineer. Visually align the gauge to be parallel with the axis of the anchor and support the gauge independently from the jack or reaction frame.

Proof test shall be performed by incrementally loading the anchor to the design test load indicated by the manufacturer of the rockfall protection fence. The manufacturer's design loads shall be provided to the Engineer along with the other testing related submittals. The anchor head movement at each load shall be measured using dial gauges and recorded by the Contractor under the observation of the Engineer. The test load shall be monitored by a load cell or a jack pressure gauge with a sensitivity range meeting the requirements of pressure gauges used on the project. At load increments other than maximum test load, the load shall be held long enough to obtain a stable reading. Incremental loading for proof tests shall be in accordance with the following load schedule. The anchor head movements shall be recorded at each load increment.

Proof Test Loading Schedule

Load	Hold Time
AL (0.05-DTL maximum)	Until Stable
0.25 DTL	Until Stable
0.50 DTL	Until Stable
0.75 DTL	Until Stable
1.00 DTL (Max. Test Load)	Until Stable; Minimum 10 minutes
*Design Test Load = To be provided by the rockfall fence Manufacturer.	

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The alignment load (AL) shall be the minimum load required to align the testing apparatus and shall not exceed 5 percent of the Design Test Load (DTL). The DTL is the minimum pullout capacity provided by the barrier manufacturer. All load increments shall be maintained within 5 percent of the intended load. 'Until Stable' means anchor load is being maintained

337 without upward movement of the anchors and without additional pumping
338 (or minimum pumping to compensate for hydraulic leaking or load
339 foundation sinking).

340
341 If an anchor fails, all anchors grouted on the same day shall be tested. If
342 25% or more tested anchors fail, all anchors shall be tested at
343 Contractor's cost. The Contractor shall replace failed anchors at no
344 additional cost to the State.

345
346 Upon satisfactory performance of the tested anchors, the Engineer may
347 reduce the number of test anchors.

348
349 **(E) Verification Test Anchor Acceptance.** A test anchor shall be
350 considered acceptable if the following criteria is met. Contractor shall then
351 proceed to install production anchors drilled in a 4.5" diameter borehole
352 per plan details.

353
354 **(1) Verification Tests.** A creep rate less than 0.04 inches per
355 log cycle of time between the 1 minute and 10-minute readings is
356 observed or a creep rate of less than 0.08 inches per log cycle of
357 time between the 6 and 60 minute readings, and the creep rate is
358 linear or decreasing throughout the creep test load hold period.

359
360 **(F) Verification Test Rejection.** If a test anchor does not satisfy the
361 acceptance criterion or test anchor cannot achieve or maintain the
362 maximum test load, the Contractor shall install two (2) additional test
363 anchors in a 6" diameter hole using the same other criteria and perform
364 the verification test at no additional cost to the State. Should any of the 6"
365 diameter verification test anchors fail, Contractor shall request additional
366 guidance and direction from the Engineer based on actual drilling
367 conditions encountered. Should both 6" diameter test anchors pass,
368 Contractor shall increase the diameter of the production anchors for the
369 respective upslope and/or lateral anchors to 6" and follow the plan details.

370
371 **(G) System Installation.** Perform all installation work in accordance
372 with the Contract Documents and the accepted detailed shop drawings.
373 The following also shall be performed:

374
375 **(1)** Erect the posts in accordance with the accepted detailed
376 design drawings. The posts shall be inclined 15 degrees
377 downslope from vertical, or the maximum allowable angle by the
378 barrier manufacturer, or as directed by the Engineer.

379
380 **(2)** Install and fasten lateral support ropes, with the factory
381 installed thimbles and breaking elements to the posts and through
382 the cable guide assemblies with the supplied wire rope clips as

383 indicated on the accepted detailed design drawings. Support
384 ropes shall not be fastened until the posts are properly set.
385 Tension all ropes as necessary to eliminate slack, and tension the
386 support ropes until there is no sag in the ropes.

387
388 **(3)** Place the nets on the net support ropes and seam together
389 with seam rope or shackles as recommended by the manufacturer.
390 The breaking strength of the seam rope or shackles shall be equal
391 or larger than that of the rings to be connected. Attach the bottom
392 of the nets to the bottom support rope in a similar manner. Use the
393 wire rope clips to securely fasten the seam ropes to the net system
394 as shown on the accepted detailed design drawings once the
395 seaming is completed. Do not attach the ring nets to the cable
396 guide assemblies or to the posts.

397
398 **695.04 Measurement.** Rockfall protection fence including all the materials,
399 supervision, design drawing preparation by the Contractor's hired licensed
400 Engineer, coatings, excavation and construction of the footings, installation of
401 micropile steel anchors, grout sampling and testing, reinforcing steel, and anchor
402 testing shall be paid on a lump sum basis. Measurement for payment will not
403 apply.

404
405 The additional cost for wire rope upslope and lateral anchors in a 6"
406 diameter bore hole completely installed, if needed, including all necessary
407 materials and anchor testing shall be measured on a force account basis.

408
409 Shotcrete Pad for Upslope Anchors including all necessary materials,
410 labor, equipment, and other incidentals necessary, shall not be measured. The
411 Engineer will pay for Shotcrete Pad for Upslope Anchors under Section 628 –
412 Shotcrete.

413
414 **695.05 Payment.** The Engineer will pay for the accepted rockfall protection
415 fence on a lump sum basis. This is based on full compensation for providing
416 detailed design plans by the Contractor's hired licensed Engineer, excavation
417 and construction of the footing, furnishing and installing all the materials,
418 installation of micropile steel anchors and testing, grout sampling and testing,
419 reinforcing steel, labor, equipment, tools, and other incidentals necessary to
420 install a complete rockfall protection fence system ready for use.

421
422 The Engineer will pay for the additional cost for the accepted 6" Wire Rope
423 Upslope and Lateral Anchors, if needed, on a Force Account basis completely
424 installed including all necessary materials and anchor testing.

425	426 Pay Item	427 Pay Unit
428	Rockfall Protection Fence	Lump Sum

429
430 Additional Cost for 6" Wire Rope Upslope Anchors Force Account
431
432 Additional Cost for 6" Wire Rope Lateral Anchors Force Account
433
434 The Engineer will pay for Shotcrete for Upslope Anchor Pad in accordance with
435 and under Section 628 – Shotcrete."
436
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438
439 **END OF SECTION 695**

1 Make the following section a part of the Standard Specifications:

2
3 **“SECTION 697 – PROJECT WEB PAGE**
4

5
6 **697.01 Description.** This section describes the development of the project web
7 page in accordance with the contract documents.

8
9 **697.02 Materials.** Not applicable.

10
11 **697.03 Construction.** The Department’s goal is to minimize inconvenience and
12 provide up to date information to highway users, businesses and neighborhoods that
13 abut, or are serviced by, the highways that comprise the project. It will be the
14 responsibility of the Contractor to provide the following services for the well-being of
15 the affected highway users, residents, and businesses.

16
17 The Contractor shall develop a project web page that contains the information
18 listed below:

19

	Information	Update Frequency
20		
21		
22	(A) Project Work Scope/Description	Beginning of job
23		
24	(B) Project Site Map with description	Beginning of job
25	of information needed	
26		
27	(C) Contractor’s 24 hour 7 day a week	Beginning of job
28	Phone Number for Complaints	
29		
30	(D) Project Schedule/Milestones	Beginning of job and when
31		schedule is adjusted or
32		updated. Schedule
33		changes shall be submitted
34		to the Engineer for review
35		and acceptance prior to
36		posting.
37		
38	(E) Work Progress Narrative	Every 14 calendar days
39		with Sketches
40		

41 Work progress narrative with sketches may be provided in PDF
42 format. Graphics images posted on the project web page shall not exceed
43 100k bytes per image and 300k bytes per page to facilitate public viewing.
44 Enlarged images such as maps and information provided in PDF format may
45 be linked to the project web page. Information on linked pages has no size
46 limits. Web technologies that require an extended waiting period for loading
47 like Flash shall not be used.

48 (F) Scheduled Road/Lane Closures 14 calendar days prior to
49 closure changes. 14
50 calendar days notice shall
51 be provided to the Engineer
52 for any road/lane closures
53 or changes to road/lane
54 closures
55

56 The Engineer may link this project web page to the Department
57 website. The Contractor shall include the web page address on a
58 construction advisory sign that will be visible to the public in a format and
59 location as directed by the Engineer.
60

61 The web page shall be established within 14 calendar days from
62 construction award date or 14 calendar days prior to any lane closures, road
63 closures, or traffic detours, whichever is earlier. The web page shall be
64 maintained by the contractor until all lane closures, road closures, or traffic
65 detours are completed.
66

67 **697.04 Measurement.** The Engineer will not measure project web page for
68 payment.
69

70 **697.05 Payment.** The Engineer will not pay for project web page separately and
71 will consider the cost for project web page incidental to the contract pay items. The
72 cost is for the work prescribed in this section and the contract documents.”
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END OF SECTION 697”

1 **SECTION 750 – TRAFFIC CONTROL SIGN AND MARKER MATERIALS**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **Subsection 750.01(A)(1) Retroreflectorization** by replacing lines
6 8 through 31 to read:

7
8 **“(1) Retroreflectorization.** The following shall be retroreflectorized:

9
10 **(a)** Background for illuminated guide signs and exit number panels (“E”
11 designation) with ASTM D 4956 Type XI retroreflective sheeting.

12
13 **(b)** Background for non-illuminated guide signs and exit number panels
14 (“D” designation) with ASTM D 4956 Type XI retroreflective sheeting.

15
16 **(c)** Messages, arrows, and borders of guide signs and exit number
17 panels (“D” and “E” designations) with ASTM D 4956 Type XI
18 retroreflective sheeting.

19
20 **(d)** Regulatory and warning signs, directional signs (“DIR” designation),
21 route and auxiliary markers, shield symbols, yellow “EXIT ONLY” panels,
22 construction warning signs, and barricade rails, completely, with Type III,
23 IV, or IX retroreflective sheeting.

24
25 **(e)** Pedestrian, school, bicycle crossing series, completely with Type IX
26 fluorescent yellow green retroreflective sheeting.”

27
28
29 **(II)** Amend **Subsection 750.01(B) Backing** by replacing lines 72 through 73
30 to read:

31
32 “Aluminum sheet shall conform to ASTM B 209, alloy 5052-H38 or 6061-
33 T6 flat sheet.”

34
35 **(III)** Amend **Subsection 750.01(E) Retroreflective Sheeting Materials** by
36 replacing lines 1126 through 1137 to read:

37
38 **“(E) Retroreflective Sheeting Materials.** Retroreflective sheeting
39 includes white or colored sheeting having smooth outer surface.

40
41 Retroreflective sheeting shall be classified in accordance with ASTM D
42 4956.

43
44 The coefficient of retroreflection shall meet the minimum requirements of
45 ASTM D 4956 for the type of reflective sheeting specified.

47 The color shall conform to the latest appropriate standard color tolerance
48 chart issued by the U.S. Department of Transportation, Federal Highway
49 Administration and to the daytime and nighttime color requirements of ASTM D
50 4956.

51
52 Test methods and procedures shall be in accordance with ASTM.

53
54 **(IV)** Amend **Subsection 750.02 Sign Posts** by replacing lines 1168 through
55 1172 to read:

56
57 “ **(C) Square Tube Posts.** Square and other tube posts shall conform to ASTM
58 A 653 for cold-rolled, carbon steel sheet, commercial quality; or ASTM A 787 for
59 electric-resistance-welded, metallic-coated carbon steel mechanical tubing.”

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END OF SECTION 750

Requirements of Chapter 104, HRS Wages and Hours of Employees on Public Works Law

Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

Posting of Wage Rate Schedules

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
 - the name and home address of each employee
 - the last four digits of social security number
 - a copy of the apprentice's registration with DLIR
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - itemized list of fringe benefits paid
 - daily and weekly hours worked
 - weekly straight time and overtime earnings
 - amount and type of deductions
 - total net wages paid
 - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
 - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
 - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
 - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and
Suspension from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]



For additional information, visit the department's website at <http://labor.hawaii.gov/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: HI20250001 12/12/2025

Superseded General Decision Number: HI20240001

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

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	01/31/2025
3	02/14/2025
4	02/28/2025
5	03/14/2025
6	04/04/2025
7	04/18/2025
8	06/20/2025
9	08/01/2025
10	08/08/2025
11	09/12/2025
12	09/19/2025
13	12/12/2025

ASBE0132-001 09/07/2025

	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.....	\$ 46.90	29.75

BOIL0627-005 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 49.37	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 09/01/2025

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.....\$ 55.50 29.81
Millwrights and Machine
Erectors.....\$ 55.75 29.81
Power Saw Operators (2
h.p. and over).....\$ 55.65 29.81

CARP0745-002 09/01/2025

Rates Fringes

Drywall and Acoustical
Workers and Lathers.....\$ 55.75 29.81

ELEC1186-001 08/24/2025

Rates Fringes

Electricians:
Cable Splicers.....\$ 63.90 33.38
Electricians.....\$ 56.55 33.16
Telecommunication worker....\$ 41.00 16.28

ELEC1186-002 08/24/2025

Rates Fringes

Line Construction:
Cable Splicers.....\$ 63.90 33.38
Groundmen/Truck Drivers.....\$ 42.41 27.14
Heavy Equipment Operators...\$ 50.90 30.75
Linemen.....\$ 56.55 33.16
Telecommunication worker....\$ 41.00 16.28

ELEV0126-001 01/01/2025

Rates Fringes

ELEVATOR MECHANIC.....\$ 73.85 38.435+a+b

a. VACATION: Employer contributes 8% of basic hourly rate for

5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

ENGI0003-002 09/01/2025

	Rates	Fringes
Diver (Aqua Lung) (Scuba))		
Diver (Aqua Lung) (Scuba)		
(over a depth of 30 feet)...\$	81.72	35.68
Diver (Aqua Lung) (Scuba)		
(up to a depth of 30 feet)..\$	72.35	35.68
Stand-by Diver (Aqua Lung)		
(Scuba).....\$	62.97	35.68
Diver (Other than Aqua Lung)		
Diver (Other than Aqua		
Lung).....\$	81.72	35.68
Diver Tender (Other than		
Aqua Lung).....\$	59.94	35.68
Stand-by Diver (Other than		
Aqua Lung).....\$	62.97	35.68
Helicopter Work		
Airborne Hoist Operator		
for Helicopter.....\$	61.52	35.68
Co-Pilot of Helicopter.....\$	61.66	35.68
Pilot of Helicopter.....\$	62.83	35.68
Power equipment operator -		
tunnel work		
GROUP 1.....\$	57.96	35.68
GROUP 2.....\$	58.07	35.68
GROUP 3.....\$	58.24	35.68
GROUP 4.....\$	58.51	35.68
GROUP 5.....\$	58.82	35.68
GROUP 6.....\$	59.47	35.68
GROUP 7.....\$	59.79	35.68
GROUP 8.....\$	59.90	35.68
GROUP 9.....\$	60.01	35.68
GROUP 9A.....\$	60.24	35.68
GROUP 10.....\$	60.30	35.68
GROUP 10A.....\$	60.45	35.68
GROUP 11.....\$	60.60	35.68
GROUP 12.....\$	60.96	35.68
GROUP 12A.....\$	61.32	35.68
Power equipment operators:		
GROUP 1.....\$	57.66	35.68
GROUP 2.....\$	57.77	35.68
GROUP 3.....\$	57.94	35.68
GROUP 4.....\$	58.21	35.68
GROUP 5.....\$	58.52	35.68
GROUP 6.....\$	59.17	35.68
GROUP 7.....\$	59.49	35.68
GROUP 8.....\$	59.60	35.68
GROUP 9.....\$	59.71	35.68
GROUP 9A.....\$	59.94	35.68
GROUP 10.....\$	60.00	35.68
GROUP 10A.....\$	60.15	35.68
GROUP 11.....\$	60.30	35.68
GROUP 12.....\$	60.66	35.68
GROUP 12A.....\$	61.02	35.68
GROUP 13.....\$	57.94	35.68

GROUP 13A.....	\$ 58.21	35.68
GROUP 13B.....	\$ 58.52	35.68
GROUP 13C.....	\$ 59.17	35.68
GROUP 13D.....	\$ 59.49	35.68
GROUP 13E.....	\$ 59.60	35.68

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A" Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported);

Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall

(over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "" struck"" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds ""struck""m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
Booms over 250 feet	1.75

ENGI0003-004 09/01/2025

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand.....	\$ 57.94	35.68
Boat Operator.....	\$ 60.15	35.68
Master Boat Operator.....	\$ 60.30	35.68
Dredging: (Clamshell or Dipper Dredging)		
GROUP 1.....	\$ 60.66	35.68
GROUP 2.....	\$ 60.00	35.68
GROUP 3.....	\$ 59.60	35.68
GROUP 4.....	\$ 57.94	35.68
Dredging: (Derricks)		
GROUP 1.....	\$ 60.66	35.68
GROUP 2.....	\$ 60.00	35.68
GROUP 3.....	\$ 59.60	35.68
GROUP 4.....	\$ 57.94	35.68
Dredging: (Hydraulic Suction Dredges)		
GROUP 1.....	\$ 60.30	35.68
GROUP 2.....	\$ 60.15	35.68
GROUP 3.....	\$ 60.00	35.68
GROUP 4.....	\$ 59.94	35.68
GROUP 5.....	\$ 37.88	26.76
Group 5.....	\$ 59.60	35.68
GROUP 6.....	\$ 37.77	26.76
Group 6.....	\$ 59.49	35.68
GROUP 7.....	\$ 36.22	26.76
Group 7.....	\$ 57.94	35.68

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

- GROUP 1: Clamshell or Dipper Operator.
- GROUP 2: Mechanic or Welder; Watch Engineer.
- GROUP 3: Barge Mate; Deckmate.
- GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

- GROUP 1: Leverman.
- GROUP 2: Watch Engineer (steam or electric).
- GROUP 3: Mechanic or Welder.

- GROUP 4: Dozer Operator.
- GROUP 5: Deckmate.
- GROUP 6: Winchman (Stern Winch on Dredge)
- GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

- GROUP 1: Operators (Derricks, Piledrivers and Cranes).
- GROUP 2: Saurman Type Dragline (over 5 cubic yards).
- GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
- GROUP 4: Deckhand, Fireman, Oiler.

 ENGI0003-044 09/01/2025

	Rates	Fringes
Power Equipment Operators (PAVING)		
Asphalt Concrete Material Transfer.....	\$ 58.67	34.86
Asphalt Plant Operator.....	\$ 59.07	34.86
Asphalt Raker.....	\$ 57.68	34.86
Asphalt Spreader Operator...	\$ 59.16	34.86
Cold Planer.....	\$ 59.47	34.86
Combination Loader/Backhoe (over 3/4 cu.yd.).....	\$ 57.68	34.86
Combination Loader/Backhoe (up to 3/4 cu.yd.).....	\$ 56.70	34.86
Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals).....	\$ 58.64	34.86
Grader.....	\$ 59.47	34.86
Laborer, Hand Roller.....	\$ 57.18	34.86
Loader (2 1/2 cu. yds. and under).....	\$ 58.64	34.86
Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.).....	\$ 58.96	34.86
Roller Operator (five tons and under).....	\$ 57.41	34.86
Roller Operator (over five tons).....	\$ 58.84	34.86
Screed Person.....	\$ 58.64	34.86
Soil Stabilizer.....	\$ 59.47	34.86

 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.		

 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 treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work

involves waterproofing for waterpools, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettleman, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer;

Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, stablishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unloading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading,

unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettleman, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

 LAB00368-002 09/03/2024

	Rates	Fringes
Landscape & Irrigation Laborers		
GROUP 1.....	\$ 28.40	17.15
GROUP 2.....	\$ 29.40	17.15
GROUP 3.....	\$ 23.00	17.15

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of

Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons):.

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of

Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and ""gang"" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not ""take"" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of ""weed eaters"", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and ""gang"" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

LAB00368-003 09/02/2024

	Rates	Fringes
Underground Laborer		
GROUP 1.....	\$ 42.35	25.91
GROUP 2.....	\$ 43.85	25.91
GROUP 3.....	\$ 44.35	25.91
GROUP 4.....	\$ 45.35	25.91
GROUP 5.....	\$ 45.70	25.91
GROUP 6.....	\$ 45.95	25.91
GROUP 7.....	\$ 46.40	25.91

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabetenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 07/01/2025

	Rates	Fringes
Painters:		
Brush.....	\$ 44.05	30.05
Sandblaster; Spray.....	\$ 44.05	30.05

PAIN1889-001 07/01/2025

	Rates	Fringes
Glaziers.....	\$ 48.50	40.20

PAIN1926-001 03/02/2025

	Rates	Fringes
Soft Floor Layers.....	\$ 43.27	35.18

PAIN1944-001 01/01/2025

	Rates	Fringes
Taper.....	\$ 47.36	32.00

PLAS0630-001 09/04/2023

	Rates	Fringes
PLASTERER.....	\$ 46.12	34.53

PLAS0630-002 09/04/2023

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 44.12	33.63
Trowel Machine Operators....	\$ 44.27	33.63

PLUM0675-001 07/06/2025

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter....	\$ 53.83	33.19

ROOF0221-001 11/06/2022

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply).....	\$ 43.15	21.21

SHEE0293-001 03/02/2025

	Rates	Fringes
Sheet metal worker.....	\$ 50.16	33.32

SUHI1997-002 09/15/1997

	Rates	Fringes
Drapery Installer.....	\$ 13.60	1.20
FENCE ERECTOR (Chain Link Fence).....	\$ 9.33	1.65

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage

determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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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: Kamehameha Highway Waimea Bay Rockfall
Protection Phase 2
District of Koolauloa
Island of Oahu

FEDERAL-AID PROJECT NO.: NH-083-1(090)

COMPLETION TIME: 283 Working days from the Start Work Date
from the Department.

DBE PROJECT GOAL: None specified.

DESIGN PROJECT MANAGER:

NAME	Mung Fa (Mel) Chung
ADDRESS	2530 Likelike Hwy., Honolulu, HI 96819
PHONE	(808)832-3405
NO. FAX NO.	(808)832-3407

ELECTRONIC SUBMITTAL: Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. See SPECIAL PROVISIONS 102.09 DELIVERY OF PROPOSALS for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e., an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.
4. It will not maintain for its employees any segregated facilities at any of its establishments.
5. Does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 1032D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.

5. Unless amended by Special Provision, agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.

6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: Hawaii Standard Specifications for Road and Bridge Construction, 2005, and/or the General Provisions for Construction Projects for AIR and WATER Transportation Facilities Division dated 2016, as applicable, the Notice to Bidders, Special Provisions, Proposal, Contract, Bond Forms, and Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____. (Fill in other acceptable security.)

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

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder has listed the name of each person or firm who will be engaged by the Bidder on the project as Subcontractor or Joint Contractor and the nature of work to be done by each on the following page. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor. For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

SUBCONTRACTOR LISTING
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
2.	_____	_____
	2a. _____	_____
3.	_____	_____
	3a. _____	_____
4.	_____	_____
	4a. _____	_____
5.	_____	_____
	5a. _____	_____
6.	_____	_____
	6a. _____	_____
7.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING
 (Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
2.	_____	_____
	2a. _____	_____
3.	_____	_____
	3a. _____	_____
4.	_____	_____
	4a. _____	_____
5.	_____	_____
	5a. _____	_____
6.	_____	_____
	6a. _____	_____
7.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

¹ Second tier joint contractors

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

Bidder (Company Name)

Authorized Signature

Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above.)

Phone: _____ Email: _____

NOTE:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If Bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
201.0100	Clearing and Grubbing	L.S.	L.S.	L.S.	\$ _____
202.0100	Removal of Existing Rockfall Protection Fence	L.S.	L.S.	L.S.	\$ _____
202.0200	Removal of Existing Metal Gate	L.S.	L.S.	L.S.	\$ _____
202.0300	Removal of Existing Fallen Rocks	L.S.	L.S.	L.S.	\$ _____
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	L.S.	L.S.	L.S.	\$ _____
209.0200	Additional Water Pollution, Dust, and Erosion Control	F.A.	F.A.	F.A.	\$ <u>50,000.00</u>
212.0100	Archaeological Monitoring	F.A.	F.A.	F.A.	\$ <u>40,000.00</u>
628.0100	Shotcrete for Upslope Anchor Pads	15	EA.	\$ _____	\$ _____
636.0100	Additional E-Construction Programs, Additional Licenses or Additional Equipment	F.A.	F.A.	F.A.	\$ <u>10,000.00</u>
645.0100	Traffic Control	L.S.	L.S.	L.S.	\$ _____
645.0200	Additional Police Officers, Additional Traffic Control Devices, And Advertisement	F.A.	F.A.	F.A.	\$ <u>60,000.00</u>
648.0100	Field-Posted Drawings	L.S.	L.S.	L.S.	\$ _____
659.0100	Erosion Control Matting	18,000	S.F.	\$ _____	\$ _____
671.0100	Protection of Endangered Species	F.A.	F.A.	F.A.	\$ <u>80,000.00</u>

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
671.0110	IDEA Seabird Conservation Account	F.A.	F.A.	F.A.	\$ <u>90,000.00</u>
695.0100	Rockfall Protection Fence	L.S.	L.S.	L.S.	\$ _____
695.0200	Additional Cost for 6" Wire Rope Upslope Anchors	F.A.	F.A.	F.A.	\$ <u>290,000.00</u>
695.0300	Additional Cost for 6" Wire Rope Lateral Anchors	F.A.	F.A.	F.A.	\$ <u>305,000.00</u>
696.0100	Maintenance of Trailers	L.S.	L.S.	L.S.	\$ _____
699.0100	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.	\$ _____

Total Amount for Comparison of Bids..... \$ _____

NOTE: Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.

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.

15
16 The bidder is directed to Section 717 – Cullet and Cullet-Made Materials
17 regarding recycling of waste glass.

18
19
20
21 **PROPOSAL SCHEDULE NOTE**

- 22
- 23 1. Bids shall include all Federal, State, County and other applicable taxes
24 and fees.
 - 25
 - 26 2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to
27 determine the lowest responsible bidder.
 - 28
 - 29 3. Bidders shall complete all unit prices and amounts. Failure to do so shall
30 be grounds for rejection of bid.
 - 31
 - 32 4. If a discrepancy occurs between unit bid price and the bid price, the unit
33 bid price shall govern.
 - 34
 - 35 5. Bidders shall submit and upload the complete proposal to HlePRO prior to
36 the bid opening date and time. Proposals received after said due date
37 and time shall not be considered. Any additional support documents
38 explicitly designated as confidential and/or proprietary shall be uploaded
39 as a separate file to HlePRO. Bidders shall not include confidential and/or
40 proprietary documents with the proposal. The record of each bidder and
41 respective bid shall be open to public inspection. Original (wet ink, hard
42 copy) proposal documents are not required to be submitted. Contract
43 award shall be based on evaluation of proposals submitted and uploaded
44 to HlePRO.
 - 45 **FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO**
46 **SHALL BE GROUNDS FOR REJECTION OF THE BID.**

47
48
49
50

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

SURETY BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS:

That we, _____
(Full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

(Name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

(Required amount of bid security)

Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for _____

(Project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____

(Seal) _____
Name of Principal (Offeror)

Signature

Title

(Seal) _____
Name of Surety

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SAMPLE FORMS

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Disclosure of Lobbying Activities (Standard Form - LLL and LLL-A)

Statement of Compliance (Form WH-348)

Chapter 104, HRS Compliance Certificate

C O N T R A C T

THIS AGREEMENT, made this day _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE_OF_INCORPORATON», whose business/post office address is «ADDRESS» hereinafter referred to as "CONTRACTOR",

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for

“«PROJECT_NAME_AND_NO»”,

or such a part thereof as shall be required by the STATE, the total amount of which labor, materials and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»----- DOLLARS

(\$«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC_NUMERIC»

which shall be provided from the following funds:

Federal Funds.....
State Funds.....
TOTAL AMOUNT.....

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT NO ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING DAYS», from the date indicated in the notice to proceed from the STATE, subject, however, to such extensions as may be provided for under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»-----DOLLARS (\$«BASIC NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA NUMERIC») is hereby provided for extra work and shall be provided from the following funds:

Federal Funds.....
State Funds.....
Total.....

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sum of ----«FEDERAL_BASIC»----DOLLARS (\$«FEDERAL_BASIC_NUMERIC») and ----«FEDERAL_EXTRAS»----DOLLARS (\$«FEDERAL_EXTRAS_NUMERIC»), a portion of the contract price and extras, respectively, shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

Signature

Print name

Print Title

Date

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

its successors and assigns, hereinafter called Obligee, in the amount of _____

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

WHEREAS, the above-bound Principal has signed a Contract with Obligee on
_____, for the following project: _____

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

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

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

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Oblige to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Oblige in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

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

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

(State/County entity)

its successors and assigns, as Oblige, hereinafter called Oblige, in the amount

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

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

- Legal Tender;**

- Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____;

- Certificate of Deposit, No.** _____, dated _____
issued _____ by _____ drawn
on _____ a
bank, savings institution or credit union insured by the Federal Deposit Insurance
Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____;

- Cashier's Check No.** _____, dated _____
drawn _____ on
_____ a bank,
savings institution or credit union insured by the Federal Deposit Insurance Corporation
or the National Credit Union Administration, payable at sight or unconditionally
assigned to _____;

- Teller's Check No.** _____, dated _____
drawn _____ on
_____ a bank,
savings institution or credit union insured by the Federal Deposit Insurance Corporation
or the National Credit Union Administration, payable at sight or unconditionally
assigned to _____;

- Treasurer's Check No.** _____, dated _____
drawn _____ on
_____ a bank,
savings institution or credit union insured by the Federal Deposit Insurance Corporation
or the National Credit Union Administration, payable at sight or unconditionally
assigned to _____;

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

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

WHEREAS:

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

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

NOW THEREFORE,

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

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

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

Signed and sealed this _____ day of _____,
_____.

(Seal) _____
Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

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

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto _____
(State/County entity)
its successors and assigns, as Obligee, hereinafter called Obligee, in the amount
_____ DOLLARS (\$ _____),
(Dollar amount of Contract)

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

- Legal Tender;**

- Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____

- Certificate of Deposit, No.** _____, dated _____
issued by _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Cashier's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Teller's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Treasurer's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

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

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

WHEREAS:

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

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

NOW THEREFORE,

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

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

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

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

Signed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, <i>if known</i> :
6. Federal Department/Agency:	7. Federal Program Name/Destination: CFDA Number, <i>if applicable</i> :	
8. Federal Action Number, <i>if known</i> :	9. Award Amount, <i>if known</i> : \$	
10. a. Name and address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (<i>check all that apply</i>): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees(s) or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal Agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) or Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by
0348-0046

Reporting Entity: _____ Page _____ of _____

STATEMENT OF COMPLIANCE

Date _____

I, _____ do hereby state:

(Name of signatory party) (Title)
(1) That I pay or supervise the payment of the persons employed by _____ on
(Contractor or subcontractor)
the _____; that during the payroll period commencing on the _____ day of _____,
(Building or work)
_____ and ending the _____ day of _____, all persons employed on said project have been paid the
full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
_____ from the full weekly wages earned by any person and that no deductions have
(Contractor or subcontractor)
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63
Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 2760), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborers or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-
Referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to
appropriate program for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an
amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe
benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARK	

NAME AND TITLE	SIGNATURE
THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
 - A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
 - B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this _____ day of _____, 20__.

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____
Notary signature _____
Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

Notary signature _____
Date _____