



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

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

**FOR**

**EROSION CONTROL AND BEST MANAGEMENT  
PRACTICES FOR STORM WATER PERMIT  
COMPLIANCE, PHASE IV, OAHU**

**PROJECT NO. HWY-O-04-26**

**DISTRICT OF KOOLAUPOKO**

**ISLAND OF OAHU**

**FY 2026**

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

The receiving of bids for **EROSION CONTROL AND BEST MANAGEMENT PRACTICES FOR STORM WATER PERMIT COMPLIANCE, PHASE IV, OAHU, DISTRICT OF KOOLAUPOKO, ISLAND OF OAHU; PROJECT NO. HWY-O-04-26**, will begin as of the HIePRO Release Date. Bidders shall register and submit complete bids through HIePRO only. Refer to the following HIePRO link for important information on Vendor Registration: <https://hiepro.ehawaii.gov/welcome.html>.

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

HIePRO OFFER DUE DATE AND TIME is May 28, 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 preparing slope surfaces; clearing vegetation; recontouring existing slopes; planting; hydro-mulching; installation of erosion control matting; installation and maintenance of temporary BMPs and providing traffic control. The estimated cost of construction is between \$1,750,000 and \$2,250,000.

To be eligible for award, bidders shall possess a valid State of Hawaii General

Engineering "A", license **at the time of bidding.**

A virtual pre-bid conference is scheduled for April 29, 2026, at 9:00 a.m., HST.

Interested bidders shall contact Keith Miyashiro, Project Manager, directly at [keith.miyashiro@hawaii.gov](mailto:keith.miyashiro@hawaii.gov), no later than five working days prior to the scheduled pre-bid conference to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HlePRO **May 7, 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 HlePRO.

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

**Apprenticeship Preference.** A five percent bid adjustment for bidders that are party to apprenticeship agreements pursuant to HRS § 103-55.6 is applicable to this project.

**Employment of State Residents on Construction Procurement Contracts.** Compliance with HRS § 103B-3 is a requirement for this project whereby a minimum of 80 percent of the bidder's work force on this project shall consist of Hawaii residents.

**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.

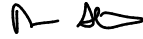
The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

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).

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 Keith Miyashiro, Project Manager, by phone at (808) 483-7290 or by email at keith.miyashiro@hawaii.gov.

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



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ROBIN K. SHISHIDO  
Deputy Director of Transportation for Highways

HIePRO RELEASE DATE: April 22, 2026

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## **INSTRUCTIONS FOR CONTRACTOR'S LICENSING**

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

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

**SPECIAL PROVISIONS**

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

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

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

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

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

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

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

22

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

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

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

134 **101.03 Definitions.** Whenever the following words, terms, or pronouns are  
135 used in the contract documents, unless otherwise prescribed therein and without  
136 regards to the use or omission of uppercase letters, the intent and meaning shall  
137 be interpreted as follows:

138  
139 **Addendum (plural - Addenda)** - A written or graphic document, including  
140 drawings and specifications, issued by the Director during the bidding period. This  
141 document modifies or interprets the bidding documents by additions, deletions,  
142 clarifications or corrections.

143  
144 **Addition** (to the contract sum) - Amount added to the contract sum by change  
145 order.

146  
147 **Advertisement** - A public announcement inviting bids for work to be performed or  
148 materials to be furnished.

149  
150 **Amendment** - A written document issued to amend the existing contract between  
151 the State and Contractor and properly executed by the Contractor and Director.

152  
153 **Award** - Written notification to the bidder that the bidder has been awarded a  
154 contract.

155  
156 **Bad Weather Day (or Unworkable Day)** - A day when weather or other conditions  
157 prevent a minimum of four hours of work with the Contractor's normal work force  
158 on critical path activities at the site.

159  
160 **Bag** - 94 pounds of cement.

161  
162 **Barrel** - 376 pounds of cement.

163  
164 **Base Course** - The layer or layers of specified material or selected material of a  
165 designed thickness placed on a subbase or subgrade to support a surface course.

166  
167 **Basement Material** - The material in excavation or embankments underlying the  
168 lowest layer of subbase, base, pavement, surfacing or other specified layer.

169  
170 **Bid** - See Proposal.

171  
172 **Bidder** - An individual, partnership, corporation, joint venture or other legal entity  
173 submitting, directly or through a duly authorized representative or agent, a  
174 proposal for the work or construction contemplated.

175  
176 **Bidding Documents (or Solicitation Documents)** - The published solicitation  
177 notice, bid requirements, bid forms and the proposed contract documents including  
178 all addenda and clarifications issued prior to receipt of the bid.

179

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

184  
185 **Blue Book** - EquipmentWatch Cost Recovery (formerly known as  
186 EquipmentWatch Rental Rate Blue Book), available from EquipmentWatch, a  
187 division of Penton, Inc.

188  
189 **Calendar Day** - See Day.

190  
191 **Change Order (or Contract Change Order)** - A written order signed by the  
192 Engineer issued with or without the consent of the Contractor directing changes in  
193 the work, contract time or contract price. The purposes of a change order include,  
194 but are not limited to (1) establishing a price or time adjustment for changes in the  
195 work; (2) establishing full payment for direct, indirect, and consequential costs,  
196 including costs of delay; (3) establishing price adjustment or time adjustment for  
197 work covered and affected by one or more field orders; or (4) settling Contractor's  
198 claims for direct, indirect, and consequential costs, or for additional contract time,  
199 in whole or in part.

200  
201 **Completion** - See Substantial Completion and Final Completion.

202  
203 **Completion Date** - The date specified by the contract for the completion of all  
204 work on the project or of a designated portion of the project.

205  
206 **Comptroller** - the Comptroller of the State of Hawaii, Department of Accounting  
207 and General Services.

208  
209 **Contract** - The written agreement between the Contractor and the State, by which  
210 the Contractor shall provide all labor, equipment, and materials and perform the  
211 specified work within the contract time stipulated, and by which the State of Hawaii  
212 is obligated to compensate the Contractor at the prices set forth in the contract  
213 documents.

214  
215 **Contract Certification Date** - The Date on which the Deputy Comptroller for the  
216 State of Hawaii (or authorized representative) signs the Contract Certification.

217  
218 **Contract Completion Date** - The calendar day on which all work on the project,  
219 required by the contract, must be completed. See CONTRACT TIME.

220

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

228

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

231

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

234

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

237

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

244

245 **Contracting Officer** - See Engineer.

246

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

250

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

253

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

257

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

260

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

263

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

267  
268 **Engineer** - The Highway Administrator, Highways Division, HDOT, or the  
269 authorized person delegated to act on the Administrator's behalf.  
270  
271 **Equipment** - All machinery, tools, and apparatus needed to complete the contract.  
272  
273 **Field Order** - A written order issued by the Engineer or the Engineer's authorized  
274 representative to the Contractor requiring a change or changes to the contract  
275 work. A field order may (1) establish a price adjustment or time adjustment; or (2)  
276 may declare that no adjustment will be made to contract price or contract time; or  
277 (3) may request the Contractor to submit a proposal for an adjustment to the  
278 contract price or contract time.  
279  
280 **Final Acceptance** - The Status of the project when the Engineer finds that the  
281 Contractor has satisfactorily completed all contract work in compliance with the  
282 contract including all plant establishment requirements, and all the materials have  
283 been accepted by the State.  
284  
285 **Final Completion** - The date set by the Director that all work required by the  
286 contract has been completed in full compliance with the contract documents.  
287  
288 **Final Inspection** - Inspection where all contract items are accepted by the  
289 Engineer. Substantial Completion will be issued by the Engineer based on the  
290 satisfactory results of the Final Inspection.  
291  
292 **Float** - The amount of time between when an activity can start and when an activity  
293 must start, i.e., the time available to complete non-critical activities required for the  
294 performance of the work without affecting the critical path.  
295  
296 **Guarantee** - Legally enforceable assurance of the duration of satisfactory  
297 performance of quality of a product or work.  
298  
299 **Hawaii Administrative Rules** - Rules adopted by the State in accordance with  
300 Chapter 91 of the Hawaii Revised Statutes, as amended.  
301  
302 **Hawaii eProcurement System (HlePRO)** - The State of Hawaii eProcurement  
303 System for issuing solicitations, receiving proposals and responses, and issuing  
304 notices of award.  
305  
306 **Highway (Street, Road, or Roadway)** - A public way within a right-of-way  
307 designed, intended, and set aside for use by vehicles, bicyclists, or pedestrians.  
308  
309 **Highways Division** - The Highways Division of the Hawaii Department of  
310 Transportation constituted under the laws of Hawaii for the administration of  
311 highway work.  
312

313 **Holidays** - The days of each year which are set apart and established as State  
314 holidays pursuant to Chapter 8 of the Hawaii Revised Statutes, as amended.  
315  
316 **Inspector** - The Engineer's authorized representative assigned to make detailed  
317 inspections of contract performance, prescribed work, and materials supplied.  
318  
319 **Laboratory** - The testing laboratory of the Highways Division or other testing  
320 laboratories that may be designated by the Engineer.  
321  
322 **Laws** - All Federal, State, and local laws, executive orders and regulations having  
323 the force of law.  
324  
325 **Leveling Course** - An aggregate mixture course of variable thickness used to  
326 restore horizontal and vertical uniformity to existing pavements or shoulders.  
327  
328 **Liquidated Damages** - The amount prescribed in Subsection 108.08 - Liquidated  
329 Damages for Failure to Complete the Work or Portions of the Work on Time, to be  
330 paid to the State or to be deducted from any payments payable to or, which may  
331 become payable to the Contractor.  
332  
333 **Lump Sum (LS)** - When used as a payment method means complete payment  
334 for the item of work described in the contract documents.  
335  
336 **Material** - Any natural or manmade substance or item specified in the contract to  
337 be incorporated in the work.  
338  
339 **Notice to Bidders** - The advertisement for proposals for all work or materials on  
340 which bids are required. Such advertisement will indicate the location of the work  
341 to be done or the character of the material to be furnished and the time and place  
342 for the opening of proposals.  
343  
344 **Notice to Proceed** - Written notice from the Engineer to the Contractor identifying  
345 the date on which the Contractor is to begin procuring materials and required  
346 permits and adjusting work forces, equipment, schedules, etc. prior to beginning  
347 physical work.  
348  
349 **Pavement** - The uppermost layer of material placed on the traveled way or  
350 shoulders or both. Pavement and surfacing may be interchangeable.  
351  
352 **Pavement Structure** - The combination of subbase, base, pavement, surfacing or  
353 other specified layer of a roadway constructed on a subgrade to support the traffic  
354 load.  
355  
356 **Payment Bond** - The security executed by the Contractor and surety or sureties  
357 furnished to the Department to guarantee payment by the Contractor to laborers,  
358 material suppliers and subcontractors in accordance with the terms of the contract.  
359

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

368  
369 **Pre-Final Inspection** - Inspection scheduled when Contractor notifies Engineer  
370 that all physical work on the project, with the exception of planting period and plant  
371 establishment period, has been completed. Notice from Contractor of substantial  
372 completion will suspend contract time until Contractor receives punchlist from  
373 Engineer.

374  
375 **Profile Grade** - The elevation or gradient of a vertical plane intersecting the top  
376 surface of the proposed pavement.

377  
378 **Project Acceptance Date** - The calendar day on which the Engineer accepts the  
379 project as completed. See Final Completion.

380  
381 **Proposal (Bid)** - The offer of a Bidder, on the prescribed HDOT form, to perform  
382 the work and furnish the labor and materials at the prices quoted and within the  
383 time allotted.

384  
385 **Public Traffic** - Vehicular or pedestrian movement on a public way.

386  
387 **Punchlist** - A list compiled by the Engineer specifying work yet to be completed or  
388 corrected by the Contractor in order to substantially complete the contract.

389  
390 **Questionnaire** - The specified forms on which the bidder shall furnish required  
391 information as to its ability to perform and finance the work.

392  
393 **Request for Change Proposal** - A written notice from the Engineer to the  
394 Contractor requesting that the Contractor provide a price and/or time proposal for  
395 contemplated changes preparatory to the issuance of a field order or change order.

396  
397 **Right-of-Way** - Land, property, or property interests acquired by a government  
398 agency for, or devoted to transportation purposes.

399  
400 **Roadbed** - The graded portion of a highway within top and side slopes, prepared  
401 as a foundation for the pavement structure and shoulders.

402  
403 **Roadside** - The area between the outside edges of the shoulders and the right-of-  
404 way boundaries. Unpaved median areas between inside shoulders of divided  
405 highways and infield areas of interchanges are included.

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

408  
409 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data  
410 or information which are specifically prepared or assembled by or for the  
411 Contractor and submitted by the Contractor to illustrate some portion of the work.

412  
413 **Shoulder** - The portion of the roadway next to the traveled way for:  
414 accommodation of stopped vehicles, placement of underground facilities,  
415 emergency use, and lateral support of base and surface courses.

416  
417 **Sidewalk** - That portion of the roadway primarily constructed for use by  
418 pedestrians.

419  
420 **Solicitation** - An invitation to bid or request for proposals or any other document  
421 issued by the Department to solicit bids or offers to perform a contract. The  
422 solicitation may indicate the time and place to receive the bids or offers and the  
423 location, nature and character of the work, construction or materials to be provided.

424  
425 **Specifications** - Compilation of provisions and requirements to perform  
426 prescribed work.

427  
428 **(A) Standard Specifications.** Specifications by the State intended for  
429 general application and repetitive use.

430  
431 **(B) Special Provisions.** Revisions and additions to the standard  
432 specifications applicable to an individual project.

433  
434 **Standard Plans** - Drawings provided by the State for specific items of work  
435 approved for repetitive use.

436  
437 **State** - The State of Hawaii, its Departments and agencies, acting through its  
438 authorized representative(s).

439  
440 **State Waters** – All waters, fresh, brackish, or salt, around and within the State,  
441 including, but not limited to, coastal waters, streams, rivers, drainage ditches,  
442 ponds, reservoirs, canals, ground waters, and lakes; provided that drainage  
443 ditches, ponds, and reservoirs required as a part of a water pollution control system  
444 are excluded.

445  
446 **Start Work Date** - Date on which Contractor begins physical work on the contract.  
447 This date shall also be the beginning of Contract Time.

448  
449 **Structures** - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing,  
450 manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation  
451 drains, and other such features that may be encountered in the work.

452

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

455

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

459

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

464

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

467

468 **Substantial Completion** - The Status of the project when the Contractor has  
469 completed the work and each of the following requirements are met:

470

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

474

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

479

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

483

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

485

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

489

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

492

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

495

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

498

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

502  
503 **Surfacing** - The uppermost layer of material placed on the traveled way or  
504 shoulders. This term is used interchangeably with pavement.

505  
506 **Traveled Way** - The portion of the roadway for the movement of vehicles,  
507 exclusive of shoulders.

508  
509 **Unsuitable Material** - Materials that contain organic matter, muck, humus, peat,  
510 sticks, debris, chemicals, toxic matter, or other deleterious materials not suitable  
511 for use in earthwork.

512  
513 **Utility** - A line, facility, or system for producing, transmitting, or distributing  
514 communications, power, electricity, heat, gas, oil, water, steam, waste, or storm  
515 water.

516  
517 **Utility Owner** - The entity, whether private or owned by a State, Federal, or County  
518 governmental body, that has the power and responsibility to grant approval for, or  
519 undertake construction work involving a particular utility.

520  
521 **Water Pollutant** - Dredged spoil, solid refuse, incinerator residue, sewage,  
522 garbage, sewage sludge, munitions, chemical waste, biological materials,  
523 radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil,  
524 sediment, cellar dirt and industrial, municipal, and agricultural waste.

525  
526 **Water Pollution** - (1) Such contamination or other alteration of the physical,  
527 chemical, or biological properties of any state waters, including change in  
528 temperature, taste, color, turbidity, or odor of the waters, or (2) Such discharge of  
529 any liquid, gaseous, solid, radioactive, or other substances into any state waters,  
530 as will or is likely to create a nuisance or render such waters unreasonably harmful,  
531 detrimental, or injurious to public health, safety, or welfare, including harm,  
532 detriment, or injury to public water supplies, fish and aquatic life and wildlife,  
533 recreational purposes and agricultural and industrial research and scientific uses  
534 of such waters or as will or is likely to violate any water quality standards, effluent  
535 standards, treatment and pretreatment standards, or standards of performance for  
536 new sources adopted by the Department of Health.

537  
538 **Work** - The furnishing of all labor, material, equipment, and other incidentals  
539 necessary or convenient for the successful execution of all the duties and  
540 obligations imposed by the contract.

541  
542 **Working Day** - A calendar day in which a Contractor is capable of working four or  
543 more hours with its normal work force, exclusive of:  
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(1) Saturdays, Sundays, and recognized legal State holidays and such other days specified by the contract documents as non-working days,

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

**END OF SECTION 101**

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 is solely on the construction contract  
94 documents.

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

- 99 (1) The nature and location of the work;  
100  
101 (2) The character, quality, and quantity of materials;  
102  
103 (3) The difficulties to be encountered;  
104  
105 (4) The kind and amount of equipment and other facilities needed: and  
106  
107 (5) That the Contractor has determined that the work as specified in  
108 the Contract can be accomplished per Contract. If work cannot be  
109 done in accordance with the Contract, the Contractor shall notify  
110 the Contract office prior to bid.  
111

112 Subsurface information or hydrographic survey data furnished are for the  
113 bidders' convenience only. The data and information furnished are the product of  
114 the Department's interpretation gathered in investigations made at the specific  
115 locations. These conditions may not be typical of conditions at other locations  
116 within the project area or that such conditions remain unchanged. Also,  
117 conditions found at the time of the subsurface explorations may not be the same  
118 conditions when work starts. The bidder shall be solely responsible for  
119 assumptions, deductions, or conclusions the bidder may derive from the  
120 subsurface information or data furnished.  
121

122 If the Engineer determines that the natural conditions differ from that  
123 originally anticipated or contemplated by the Contractor in the items of  
124 excavation, the State may treat the difference in natural conditions, as falling  
125 within the meaning of Subsection 104.02 – Changes.  
126

127 **102.06 Preparation of Proposal.** The submittal of its proposal shall be on  
128 forms furnished by the Department. The bidder shall specify in words or figures:  
129

- 130 (1) A unit price for each pay item with a quantity given;  
131  
132 (2) The products of the respective unit prices and quantities;  
133  
134 (3) The lump sum amount; and  
135  
136 (4) The total amount of the proposal obtained by adding the amounts  
137 of the several items.  
138

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

142  
143 When an item in the proposal contains an option to be made, the bidder  
144 shall choose in accordance with the contract for that particular item.  
145 Determination of an option will not permit the Contractor to choose again.

146  
147 The bidder shall sign the proposal properly in ink. A duly authorized  
148 representatives of the bidder or by an agent of the bidder legally qualified and  
149 acceptable to the Department shall sign, including one or more partners of the  
150 bidder and one or more representatives of each entity comprising a joint venture.

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

157  
158 The bidder shall submit acceptable evidence of the authority of the  
159 partner, member(s) or officer(s) to sign for the partnership, joint venture, or  
160 corporation respectively with the proposal. Otherwise, the Department will reject  
161 the proposal as irregular and unauthorized.

162  
163 **102.07 Irregular Proposals.** The Department may consider proposals  
164 irregular and may reject the proposals for the following reasons:

- 165  
166 (1) The proposal is a form not furnished by the Department, altered,  
167 or detached;  
168  
169 (2) The proposal contains unauthorized additions, conditions, or  
170 alternates. Also, the proposal contains irregularities that may tend to  
171 make the proposal incomplete, indefinite, or ambiguous to its meaning;  
172  
173 (3) The bidder adds provisions reserving the right to accept or reject an  
174 award. Also, the bidder adds provisions into a contract before an award;  
175  
176 (4) The proposal does not contain a unit price for each pay item listed  
177 except authorized optional pay items; and  
178  
179 (5) Prices for some items are out of proportion to the prices for other  
180 items.  
181  
182 (6) If in the opinion of the Director, the bidder and its listed  
183 subcontractors do not have the Contractor's licenses or combination of  
184 Contractor's licenses necessary to complete the work.  
185

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

191  
192 **102.08 Proposal Guaranty.** The Department will not consider a proposal of  
193 \$25,000 or more unless accompanied by:

194  
195 (1) A deposit of legal tender; or

196  
197 (2) A valid surety bid bond, underwritten by a company licensed to  
198 issue bonds in the State of Hawaii, in the form and composed,  
199 substantially, with the same language as provided herewith and signed by  
200 both parties; or

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

208  
209 (a) The bidder may use these instruments only to a maximum of  
210 \$100,000.

211  
212 (b) If the required security or bond amount totals over \$100,000  
213 more than one instrument not exceeding \$100,000 each and issued  
214 by different financial institutions shall be acceptable.

215  
216 (c) The instrument shall be made payable at sight to the  
217 Department.

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

227  
228 In accordance with HRS Chapter 103D-323, the above shall be in a sum  
229 not less than 5% of the amount bid.

230

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

240  
241 **FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE**  
242 **GROUND FOR REJECTION OF THE BID.**

243  
244 If there is a conflict between the specification document and the HlePRO  
245 solicitation, the specifications shall govern and control, unless otherwise  
246 specified.

247  
248 **102.10 Withdrawal or Revision of Proposals.** Bids may be modified or  
249 withdrawn prior to the bid opening date and time. Withdrawal or revision of  
250 proposal shall be completed, and submitted and uploaded to HlePRO prior to the  
251 bid opening date and time.

252  
253 **102.11 Public Opening of Proposals.** Not applicable.

254  
255 **102.12 Disqualification of Bidders.** The Department may disqualify a bidder  
256 and reject its proposal for the following reasons:

- 257
- 258 (1) Submittal of more than one proposal whether under the same or  
259 different name.
  - 260
  - 261 (2) Evidence of collusion among bidders. The Department will not  
262 recognize participants in collusion as bidders for any future work of the  
263 Department until such participants are reinstated as qualified bidders.
  - 264
  - 265 (3) Lack of proposal guaranty.
  - 266
  - 267 (4) Submittal of an unsigned or improperly signed proposal.
  - 268
  - 269 (5) Submittal of a proposal without a listing of subcontractors or  
270 containing only a partial or incomplete listing of subcontractors.
  - 271
  - 272 (6) Submittal of an irregular proposal in accordance with Subsection  
273 102.07 - Irregular Proposals.
  - 274
  - 275 (7) Evidence of assistance from a person who has been an employee  
276 of the agency within the preceding two years and who participated while in

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

279  
280 (8) Suspended or debarred in accordance with HRS Chapter 104-25.

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

282

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

284

285 **102.13 Material Guaranty.** The successful bidder may be required to furnish  
286 a statement of the composition, origin, manufacture of materials, and samples.

287

288 **102.14 Substitution of Materials and Equipment Before Bid Opening.** See  
289 Subsection 106.13 for Substitution of materials and Equipment After Bid  
290 Opening.

291

292 (A) **General.** When brand names of materials or equipment are  
293 specified in the contract documents, they are to indicate a quality, style,  
294 appearance, or performance and not to limit competition. The bidder shall  
295 base its bid on one of the specified brand names unless alternate brands  
296 are qualified as equal or better in an addendum. As specified in the Notice  
297 to Bidders, all requests shall be posted as a question in HlePRO under the  
298 "Question and Answer" tab. Supporting documents for specific request  
299 shall be emailed to the Project Manager specified in the Notice to Bidders.  
300 Request must be posted in HlePRO and supporting documents received  
301 by the Project Manager no later than fourteen (14) calendar days before  
302 the bid opening date..

303

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

306

307

308

309 **102.15 Preferences.**

310

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

315

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

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The following provisions apply to this Apprenticeship Program.

- (1) Definitions**
  - (a)** “Apprenticeable trade”, HRS Section 103-55.6 (c), shall have the same meaning as ‘apprenticeable occupation’ pursuant to Hawaii Administrative Rules ( HAR) Section 30-1-5.
  - (b)** “Department” means the department of labor and industrial relations.
  - (c)** “Director” means the director of labor and industrial relations.
  - (d)** “Employ” means the employment of a person in an employer-employee relations.
  - (e)** “Governmental body” means as defined in HRS Section 103D-104.
  - (f)** “Party to an apprenticeship agreement” means party to a registered apprenticeship program with the department of labor and industrial relations.
  - (g)** “Preference” means the 5% by which the qualified bidder's offer amount would be decreased for evaluation purposes.
  - (h)** “Public work” shall be as defined in HRS Section 104-2 and HAR Section 12-22-1.
  - (i)** “Registered apprenticeship program” means a construction trade program approved by the department pursuant to HAR Section 12-30-1 and Section 12-30-4.
  - (j)** “Sponsor” means an operator of an apprenticeship program and in whose name the program is approved and registered with the department of labor and industrial relations pursuant to HAR Section 12-30-1.
  - (k)** Offeror – Entity/bidder submitting a proposal to undertake a project.
  - (l)** Procurement Officer – Director of Transportation or his authorized representative.

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**(2) Qualification Procedures**

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

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

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

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

**(b)** The department shall:

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

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

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

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

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

1. Contractor information;

2. Solicitation reference;

3. Trade(s);

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4. Date and name of apprenticeship program;
5. Signature of authorized training coordinator or training trust fund administrator certifying that the contractor is a participant in the program, and that the program is registered with the department;
6. Contract information for sponsor's authorized representative signing the form;
7. Number of apprentices enrolled in the program, number who successfully completed the apprenticeship program in the past 12 months, including whether the contractor is signatory to a collective bargaining agreement for that trade, or if not, provide for attachment of a copy of the agreement between the contractor and the program.

**(3) Solicitation Procedures.**

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

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

1. Allow bidder seeking to claim the preference to state the trades the bidder will employ to perform the work;
2. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *Certification Form 1* verifying participation in an apprenticeship program registered with the department;
3. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the department's list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
4. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. Previous certifications shall not apply unless allowed

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by the solicitation.

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

**(4) Evaluation and Contract Award**

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

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

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

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

**(5) Contract Administration**

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

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

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

1. Withholding of the requested payment until the required form(s) are submitted;
2. Temporary or permanent cessation of work on the project , without recourse to breach of contract claims by the contractor; provided the agency shall be entitled to restitution for nonperformance or liquidated damages claims; or
3. Proceed to debar or suspend pursuant to HRS Section 103D-702.

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

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

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

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

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

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

15  
16 **103.02 Award of Contract.** The award of contract, if it be awarded, will be  
17 made within 60 calendar days after the opening of bids, to the lowest responsible  
18 and responsive bidder whose proposal complies with all the prescribed  
19 requirements. The Department may request the bidders to allow the Department  
20 to consider the bids for the issuance of an award beyond the 60-calendar day  
21 period. Agreement to such an extension must be made by a bidder in writing. Only  
22 bidders who have agreed to such an extension will be eligible for the award. No  
23 response to request shall mean the bidder shall no longer be eligible for award.  
24

25  
26 **(1) Requirement for Award.** The Bidder, as proof of compliance  
27 with the requirements of section 103D-310(c), HRS, upon award of a  
28 contract made pursuant to section 103D-302, HRS, shall provide the  
29 documents listed below. The documents shall be submitted promptly  
30 to the Department. If a valid certificate/clearance is not submitted on  
31 a timely basis upon award, the Bidder may be deemed non-  
32 responsible. See also Subsection 108.03 – Preconstruction Data  
33 Submittal.  
34

35 **(A) Tax Clearance.** Pursuant to §103D-310(c), 103-53 and 103D-328,  
36 HRS, the bidder shall submit a tax clearance certificate from the State of  
37 Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service  
38 (IRS), subject to section 103D-328, HRS, current within six months of  
39 issuance date.  
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FORM A6, TAX CLEARANCE CERTIFICATE, is available at the following website:

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

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

87  
88 A Hawaii business that is a sole proprietorship, is not required to  
89 register with the BREG, and therefore not required to submit a certificate of  
90 good standing. Bidders are advised of costs associated with registering and  
91 obtaining a Certificate of Good Standing from the DCCA.

92  
93 To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line  
94 Services at the following website:

95  
96 <http://cca.hawaii.gov/>

97  
98 The application for the Certificate of Good Standing is the  
99 responsibility of the bidder. Bidder shall submit directly to the DCCA. The  
100 approved certificate may then be submitted to the Department.

101  
102 **(D) Hawaii Compliance Express (HCE).** In lieu of the certificates  
103 referenced in subsection A, B, and C, the bidder may make available proof  
104 of compliance through a state procurement office designated certification  
105 process.

106  
107 **103.03 Cancellation of Award.** The Department reserves the right to cancel  
108 the award of contracts before the execution of said contract by the parties. There  
109 will be no liability to the awardee and to other bidders.

110  
111 **103.04 Return of Proposal Guaranty.** The Department will return the proposal  
112 guaranties, except those of the three lowest bidders, after the Department checks  
113 the proposals. The Department will return the proposal guaranties of the remaining  
114 two lowest bidders, not awarded the contract, within five working days following  
115 the execution of the contract. The Department will return the successful bidder's  
116 proposal guaranty after the successful bidder furnishes a bond and executes the  
117 contract.

118  
119 **103.05 Requirement of Contract Bond.** At the time of execution of the  
120 contract, the successful bidder shall file a good and sufficient performance bond  
121 and a payment bond on the forms furnished by the Department conditioned for  
122 the full and faithful performance of the contract in accordance with the terms and  
123 intent thereof and for the prompt payment to all others for all labor and material  
124 furnished by them to the bidder and used in the prosecution of the work provided  
125 for in the contract. The bonds shall be of an amount equal to 100 percent of the  
126 amount of the contract price and include 5 percent of the contract amount  
127 estimated to be required for extra work. The bidder shall limit the acceptable  
128 performance and payment bonds to the following:

129  
130 **(a)** Legal tender;

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

134

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

140

141 1. The bidder may use these instruments only to a maximum of  
142 \$100,000.

143

144 2. If the required security or bond amount totals over \$100,000  
145 more than one instrument not exceeding \$100,000 each and issued  
146 by different financial institutions shall be acceptable.

147

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

151

152 **103.06 Execution of the Contract.** The contract bond and HRS Chapter 104  
153 - Compliance Certificate, similar to a copy of the same annexed hereto, shall be  
154 executed by the successful bidder and returned within ten days after the award of  
155 the contract or within such further time as the Director may allow after the bidder  
156 has received the contract for execution.

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

160

161 **103.07 Failure to Execute Contract.** Failure to execute the contract and file  
162 acceptable bonds shall be cause for the cancellation of the award in accordance  
163 with Subsection 103.06 - Execution of the Contract. Also, the Contractor forfeits  
164 the proposal guaranty which becomes the property of the Department. This is not  
165 a penalty, but liquidated damages sustained by the State. The Department may  
166 then make award to the next lowest responsible and responsive bidder or the  
167 Department may readvertise and construct the work under contract.”

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**END OF SECTION 103**



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**(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."

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

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

**END OF SECTION 104**



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 electronic copies of the  
64           required submissions at the earliest possible date.”  
65

66           **(III) Amend Subsection 105.05 Interpretations of the Contract Documents;**  
67           **Conflicts and Ambiguity** to read as follows:  
68

69           **“105.05 Subsection 105.05 Interpretations of the Contract Documents;**  
70           **Conflicts and Ambiguity.** The Contract documents are complementary. Any  
71           requirement occurring in one document is as binding as though occurring in all. A  
72           stricter requirement prevails over any less strict requirement. The stricter  
73           requirement will be the requirement that provides the greater product life,  
74           durability, strength and function.  
75

76           The Contractor shall carefully study and compare the contract documents with  
77           each other, with field conditions and wit the information furnished by the State  
78           and shall immediately report to the Engineer errors, conflicts, ambiguities,  
79           inconsistencies, or omissions discovered. Should an item not be sufficiently  
80           detailed or explained in the contract documents, the Contractor shall report to the  
81           Engineer immediately and request the Engineer’s clarification or interpretation  
82           that is consistent with the intent of the reasonably inferred from the contract  
83           documents.”  
84

85           **(IV) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**  
86           **Provisions** to read as follows:  
87

88           **“(A) Furnishing Drawings and Special Provisions.** The State will  
89           furnish the Contractor an electronic set of the special provisions and  
90           plans.” The Contractor shall have and maintain at least one set of plans  
91           and specifications on the work site, at all times.  
92

93 (V) Amend **Subsection 105.14(D) – No Designated Storage Area** from lines  
94 421 to 432 to read as follows:

95  
96 **“(D) No Designated Storage Area.** If no storage area is designated  
97 within the contract documents, materials and equipment may be stored  
98 anywhere within the State highway right-of-way, provided such storage  
99 and access to and from such site, within the sole discretion of the  
100 Engineer, does not create a public or traffic hazard or an impediment to  
101 the movement of traffic.”

102  
103 (VI) Amend **105.16(A) – Subcontract Requirements** by adding the following  
104 paragraph after line 483:

105  
106 The 'Specialty Items' of work for this project are as follows:

107

Section No.	Description
645	Traffic Control item under Section 645 –Work Zone Traffic Control

113  
114 (VII) Amend **Subsection 105.16(B) – Substituting Subcontractors** from line  
115 487 to line 494 to read:

116  
117 **(B) Substituting Subcontractors.** Under HRS Chapter 103D-302, the  
118 Contractor is required to list the names of persons or firms to be engaged  
119 by the Contractor as a subcontractor or joint contractor in the performance  
120 of the contract. No subcontractor may be added or deleted, unless  
121 authorized by the Engineer. Substitutions will be allowed only if the  
122 subcontractor:

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**END OF SECTION 105**

1           **SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS**  
2

3     Make the following amendment to said Section:  
4

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

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

11    **(II)**    Amend **106.11       Steel and Iron Construction Material** from line 238  
12    to line 277 to read as follows  
13

14    “**106.11       Steel and Iron Construction Material.**    (Not Applicable)”  
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**END OF SECTION 106**

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

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3           Make the following amendments to said Section:

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

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

17  
18                       The Certificate of Insurance shall contain: a clause that it is agreed  
19           that any insurance maintained by the State of Hawaii will apply in excess  
20           of, and not contribute with, insurance provided by this policy; and shall be  
21           accompanied by endorsement form CG2010 or equivalent naming the State  
22           as an additional insured to the policy which status shall be maintained for  
23           the full period of the contract until final acceptance of the 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 its  
27           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 agent  
35           of such insurance company who is vested with the authority to issue a written  
36           policy endorsement. The insurer’s agent shall also submit written  
37           confirmation of such authority to bind the insurer. Any delays in the  
38           issuance of the Notice to Proceed attributed to the failure to obtain the proof  
39           of the State of Hawaii and its officers and employees’ additional insured  
40           status shall be charged to the Contractor.

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

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

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

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

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

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

91  
92 **(1) Workers' Compensation.** The Contractor shall obtain  
93 worker's compensation insurance for all persons whom they employ  
94 in carrying out the work under this contract. This insurance shall be  
95 in strict conformity with the requirements of the most current and  
96 applicable State of Hawaii Worker's Compensation Insurance laws  
97 in effect on the date of the execution of this contract and as modified  
98 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 named  
104 as additional insured. Refer to SPECIAL CONDITIONS for any  
105 additional requirements.

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

- 110  
111 **(a)** Products - Completed/Operations Aggregate,  
112  
113 **(b)** Personal & Advertising Injury, and  
114  
115 **(c)** Bodily Injury & Property Damage  
116

117 The General Liability insurance shall include the State as an  
118 Additional Insured. The required limit of insurance may be provided  
119 by a single policy or with a combination of primary and excess  
120 policies. Refer to SPECIAL CONDITIONS for any additional  
121 requirements.  
122  
123

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

135 **(II) Add Section 107.18 Citizen and Residential Labor Force** after line 745  
136 to read as follows:  
137

138 **"107.18 Citizen and Residential Labor Force.**

139  
140 **(A) Citizen Labor.** No person shall be employed as a laborer or  
141 mechanic unless such person is a citizen of the United States or eligible to  
142 become one; provided that persons without such qualifications may be  
143 employed with the approval of the Governor until persons who are citizens  
144 and are competent for such services are available for hire.  
145

146 **(B) Residential Labor Force.** In accordance with Act 192; SLH 2011,  
147 no less than eighty (80) percent of the bidder's labor force working on the  
148 contract shall be provided by Hawaii residents. This act applies to all  
149 construction procurements under HRS Chapter 103D; however this act  
150 does not apply to procurements for professional services under Section  
151 103D-304 and small purchases under Section 103D-305. This act is also  
152 applicable to any subcontract of \$50,000.00 or more in connection with this  
153 contract.  
154

155                   Resident means a person who is physically present in the State of  
156 Hawaii at the time the person claims to have established the person's  
157 domicile in the State of Hawaii and shows the person's intent is to make  
158 Hawaii the person's primary residence.  
159

160 **(C)** Percentage of workforce shall be determined by dividing the labor  
161 hours (including subcontractors) provided by residents working on the  
162 project divided by the total number of hours worked by all employees of the  
163 contractor in the performance of the contract. Hours worked by employees  
164 within shortage trades as determined by the Department of Labor and  
165 Industrial Relations shall not be included in the calculation of this  
166 percentage.  
167

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

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

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

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

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

**END OF SECTION 107**

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 60 calendar days after 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

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

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

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

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

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

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

106  
107 **108.05 Contract Time.**

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

118  
119 When the contract is on a calendar day basis, the total contract time  
120 allowed for the performance of the work will be the number of days shown  
121 in the contract plus any additional days authorized in writing as provided  
122 hereinafter. The count of elapsed days to be charged against contract time  
123 will begin from the Start Work Date and will continue consecutively (seven  
124 days a week) to the date of Substantial Completion. The Engineer will  
125 exclude days elapsing between the orders of the Engineer to suspend work  
126 and resume work for 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:  
134

135 **(1) Changes in the Work, Additional Work, and Delays**  
136 **Caused by the State.** If the Contractor believes that an extension of  
137 time is justified on account of any act or omission by the State, and is  
138 not adequately provided for in a field order or change order, it must  
139 request the additional time as provided above. At the request of the  
140 Engineer, the Contractor must show how the critical path will be  
141 affected and must also support the time extension request with  
142 schedules, as well as statements from its subcontractors, suppliers,  
143 or manufacturers, as necessary. Claims for compensation for any  
144 altered or additional work will be determined pursuant to Subsection  
145 104.02 – Changes.

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

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

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

175  
176 **(a)** In the written notice of delay to the Engineer, the  
177 Contractor describes possible effects on the completion date  
178 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 in  
385 concrete construction. Indicate location of work to be done in  
386 such detail that it would be easily determined where work  
387 would be occurring within approximately 200 feet.  
388

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

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

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

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

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

406  
407 **(B) Inspection and Testing.** All schedules shall provide reasonable  
408 time and opportunity for the Engineer to inspect and test each work activity.  
409

410 **(C) Engineer's Acceptance of Progress Schedule.** The submittal of,  
411 and the Engineer's receipt of any progress schedule, shall not be deemed  
412 an agreement to modify any terms or conditions of the contract. Any  
413 modifications to the contract terms and conditions that appear in or may be  
414 inferred from an acceptable schedule will not be valid or enforceable unless  
415 and until the Engineer exercises discretion to issue an appropriate change  
416 order. Nor shall any submittal or receipt imply the Engineer's approval of  
417 the schedule's breakdown, its individual elements, any critical path that may  
418 be shown, nor shall it obligate the State to make its personnel available  
419 outside normal working hours or the working hours established by the  
420 Contract in order to accommodate such schedule. The Contractor has the  
421 risk of all elements (whether or not shown) of the schedule and its  
422 execution. No claim for additional compensation, time, or both, shall be  
423 made by the Contractor or recognized by the Engineer for delays during  
424 any period for which an acceptable progress schedule or an updated  
425 progress schedule as required by Subsection 108.06(E) – Contractor's  
426 Continuing Schedule Submittal Requirements had not been submitted. Any  
427 acceptance or approval of the schedule shall be for general format only and  
428 shall not be deemed an agreement by the State that the construction  
429 means, methods, and resources shown on the schedule will result in work  
430 that conforms to the contract requirements or that the sequences or  
431 durations indicated are feasible.  
432

433 **(D) Initial Progress Schedule.** The Contractor shall submit an initial  
434 progress schedule. The initial progress schedule shall consist of the  
435 following:  
436

- 437 (1) Four sets of the TSLD schedule.
- 438
- 439 (2) All the software files and data to re-create the TSLD in a  
440 computerized software format as specified by the Engineer.
- 441
- 442 (3) A listing of equipment that is anticipated to be used on the  
443 project. Including the type, size, make, year of manufacture, and all  
444 information necessary to identify the equipment in the Rental Rate  
445 Blue Book for Construction Equipment.
- 446
- 447 (4) An anticipated manpower requirement graph plotting contract  
448 time and total manpower requirement. This may be superimposed  
449 over the payment graph.  
450

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

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

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

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

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

487

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

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.

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

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

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

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

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

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

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

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

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

585

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

588

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

591

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

599

600 When the Contractor fails to reach substantial completion of the work for  
601 which liquidated damages are specified, within the time or times fixed in the  
602 contract or any extension thereof, in addition to all other remedies for breach that  
603 may be available to the State, the Contractor shall pay liquidated damages to the  
604 State, in the amount of **\$2,500** per working day.

605

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

610

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

614

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

621

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

624

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

627

628 (3) The date of the Final Inspection that results in Substantial  
629 Completion and the receipt by the Contractor of the written notice of  
630 Substantial Completion.  
631

632 (C) **Actual Damages Recoverable If Liquidated Damages Deemed**  
633 **Unenforceable.** In the event a court of competent jurisdiction holds that  
634 any liquidated damages assessed pursuant to this contract are  
635 unenforceable, the State will be entitled to recover its actual damages for  
636 Contractor's failure to complete the work, or any designated portion of the  
637 work within the time set by the contract.  
638

639 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In  
640 addition to all other remedies available to the State for Contractor's breach of the  
641 terms of the contract, the Engineer will assess the rental fees in the amount of  
642 \$500 for every one-to fifteen-minute increment for each roadway lane closed to  
643 public use or occupied beyond the time periods authorized in the contract or by the  
644 Engineer. The maximum amount assessed per day shall be \$5,000. The State  
645 may, at its discretion, deduct the amount from monies due or that may become  
646 due under the contract. The rental fee may be waived in whole or part if the  
647 Engineer determines that the unauthorized period of lane closure or occupancy  
648 was due to factors beyond the control of the Contractor. Equipment breakdown is  
649 not a cause to waive liquidated damages.  
650

651 **108.10 Suspension of Work.**  
652

653 (A) **Suspension of Work.** The Engineer may, by written order, suspend  
654 the performance of the work, either in whole or in part, for such periods as  
655 the Engineer may deem necessary, for any cause, including but not limited  
656 to:  
657

658 (1) Weather or soil conditions considered unsuitable for  
659 prosecution of the work.  
660

661 (2) Whenever a redesign that may affect the work is deemed  
662 necessary by the Engineer.  
663

664 (3) Unacceptable noise or dust arising from the construction even  
665 if it does not violate any law or regulation.  
666

667 (4) Failure on the part of the Contractor to:  
668

669 (a) Correct conditions unsafe for the general public or for  
670 the workers.  
671

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

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  
678 (5) The convenience of the State.

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

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

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

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

709  
710 (1) For weather related conditions.

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

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

718

719 **(E) Claims for Adjustment.** Any adjustment in contract price made  
720 shall be determined in accordance with Subsections 104.02 – Changes and  
721 104.06 – Methods of Price Adjustment.  
722

723 Any claims for such compensation shall be filed in writing with the  
724 Engineer within 30 days after the date of the order to resume work or the  
725 claim will not be considered. The claim shall conform to the requirements  
726 of Subsection 107.15(D) – Making of a Claim. The Engineer will take the  
727 claim under consideration, may make such investigations as are deemed  
728 necessary and will be the sole judge as to the equitability of the claim. The  
729 Engineer’s decision will be final.  
730

731 **(F) No Adjustment.** No provision of this clause shall entitle the  
732 Contractor to any adjustments for delays due to failure of its surety, the  
733 cancellation or expiration of any insurance coverage required by the  
734 contract documents, for suspensions made at the request of the Contractor,  
735 for any delay required under the contract, for suspensions, either partial or  
736 whole, made by the Engineer under Subsection 108.10(A)(4) of the  
737 “Suspension of work” paragraph.  
738

739 **108.11 Termination of Contract for Cause.**  
740

741 **(A) Default.** If the Contractor refuses or fails to perform the work, or any  
742 separable part thereof, with such diligence as will assure its completion  
743 within the time specified in this contract, or any extension thereof, or  
744 commits any other material breach of this contract, and further fails within  
745 seven days after receipt of written notice from the Engineer to commence  
746 and continue correction of the refusal or failure with diligence and  
747 promptness, the Engineer may, by written notice to the Contractor, declare  
748 the Contractor in breach and terminate the Contractor’s right to proceed  
749 with the work or the part of the work as to which there has been delay or  
750 other breach of contract. In such event, the State may take over the work,  
751 perform the same to completion, by contract or otherwise, and may take  
752 possession of, and utilize in completing the work, the materials, appliances,  
753 and plants as may be on the site of the work and necessary therefore.  
754 Whether or not the Contractor’s right to proceed with the work is terminated,  
755 the Contractor and the Contractor’s sureties shall be liable for any damage  
756 to the State resulting from the Contractor’s refusal or failure to complete the  
757 work within the specified time.  
758

759 **(B) Additional Rights and Remedies.** The rights and remedies of the  
760 State provided in this contract are in addition to any other rights and  
761 remedies provided by law.  
762

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

765 deducted from any monies due or which would or might have become due  
766 to the Contractor had it been allowed to complete the work under the  
767 contract. If such expense exceeds the sum which would have been  
768 payable under the contract, then the Contractor and the surety shall be  
769 liable and shall pay the State the amount of the excess.  
770

771 In case of termination, the Engineer will limit any payment to the  
772 Contractor to the part of the contract satisfactorily completed at the time of  
773 termination. Payment will not be made until the work has satisfactorily been  
774 completed and all required documents, including the tax clearance required  
775 by Subsection 109.11 – Final Payment are submitted by the Contractor.  
776 Termination shall not relieve the Contractor or Surety from liability for  
777 liquidated damages.  
778

779 **(D) Erroneous Termination for Cause.** If, after notice of termination of  
780 the Contractor's right to proceed under this section, it is determined for any  
781 reason that good cause did not exist to allow the State to terminate as  
782 provided herein, the rights and obligations of the parties shall be the same  
783 as, and the relief afforded the Contractor shall be limited to, the provisions  
784 contained in Subsection 108.12 – Termination for Convenience.  
785

#### 786 **108.12 Termination For Convenience.**

787  
788 **(A) Terminations.** The Director may, when the interests of the State so  
789 require, terminate this contract in whole or in part, for the convenience of  
790 the State. The Director will give written notice of the termination to the  
791 Contractor specifying the part of the contract terminated and when  
792 termination becomes effective.  
793

794 **(B) Contractor's Obligations.** The Contractor shall incur no further  
795 obligations in connection with the terminated work and on the date set in  
796 the notice of termination the Contractor shall stop work to the extent  
797 specified. The Contractor shall also terminate outstanding orders and  
798 subcontracts as they relate to the terminated work. The Contractor shall  
799 settle the liabilities and claims arising out of the termination of subcontracts  
800 and orders connected with the terminated work subject to the State's  
801 approval. The Engineer may direct the Contractor to assign the  
802 Contractor's right, title, and interest under terminated orders or subcontracts  
803 to the State. The Contractor must still complete the work not terminated by  
804 the notice of termination and may incur obligations as necessary to do so.  
805

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

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- (1) Any completed work.
- (2) Any partially completed construction, goods, materials, parts, tools, dies, jigs, fixtures, drawings, information, and contract rights (hereinafter called "construction material") that the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.
- (3) The Contractor shall protect and preserve all property in the possession of the Contractor in which the State has an interest. If the Engineer does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction materials for the State's account in accordance with the standards of HRS Chapter 490:2-706.

**(D) Compensation.**

- (1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by HAR Subchapter 15, Chapter 3-122. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Engineer may pay the Contractor, if at all, an amount set in accordance with Subsection 108.12(D)(3).
- (2) The Engineer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of construction, supplies, and construction materials under Subsection 108.12(C)(3), and the proportionate contract price of the work not terminated.
- (3) Absent complete agreement, the Engineer will pay the Contractor the following amounts less any payments previously made under the contract:
  - (a) The cost of all contract work performed prior to the effective date of the notice of termination work plus a 5 percent markup on the actual direct costs, including amounts paid to subcontractor, less amounts paid or to be paid for completed portions of such work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall

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

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

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

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

871  
872 **108.13 Pre-Final and Final Inspections.**

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

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

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

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

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

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

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

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

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

900

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

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

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

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

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

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

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

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

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

947 At any time before final acceptance, the Engineer may revoke the  
948 determination of substantial completion if the Engineer finds that it was not  
949 warranted and will notify the Contractor in writing the reasons therefore  
950 together with a description of the deficiencies negating the declaration.  
951

952 When the date of substantial completion has been determined by the  
953 State, liquidated damages for the failure to complete the punchlist, if due to  
954 the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated  
955 Damages for Failure to Complete the Punchlist.  
956

957 **(D) Punchlist; Clean Up and Final Inspection.** Upon receiving a  
958 punchlist after pre-final inspection, the Contractor shall promptly devote all  
959 required time, labor, equipment, materials and incidentals to correct and  
960 remedy all punchlist deficiencies. The Engineer may add to or otherwise  
961 modify this punchlist until substantial completion of the project.  
962

963 Before final inspection of the work, the Contractor shall clean all  
964 ground occupied by the Contractor in connection with the work of all  
965 rubbish, excess materials temporary structures and equipment, shall  
966 remove all graffiti and defacement of the work and all parts of the work and  
967 the worksite must be left in a neat and presentable condition to the  
968 satisfaction of the Engineer.  
969

970 Final inspection will occur within ten working days after the  
971 Contractor notifies the Engineer in writing that all punchlist deficiencies  
972 remaining after the pre-final inspection have been completed and the  
973 Engineer concurs. If the Engineer determines that deficiencies still remain  
974 at the final inspection, the work will not be accepted and the Engineer will  
975 notify the Contractor, in writing, of the deficiencies which shall be corrected  
976 and the steps above repeated.  
977

978 If the Contractor fails to correct the deficiencies and complete the  
979 work by the established or agreed date, the State may correct the  
980 deficiencies by whatever method it deems appropriate and deduct the cost  
981 from any payments due the Contractor.  
982

#### 983 **108.14 Substantial Completion and Final Acceptance.**

984  
985 **(A) Substantial Completion.** When the Engineer finds that the  
986 Contractor has satisfactorily completed all work for the project in  
987 compliance with the contract, 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.

1038

1039 (b) Repair or replace to new or pre-existing condition any  
1040 damages resulting from such defective materials, equipment or  
1041 installation thereof.

1042  
1043 (3) The State will be entitled to the benefit of all manufacturers and  
1044 installers warranties that extend beyond the terms of the Contractor's  
1045 guaranty regardless of whether or not such extended warranty is required  
1046 by the contract documents. The Contractor shall prepare and submit all  
1047 documents required by the providers of such warranties to make them  
1048 effective, and submit copies of such documents to the Engineer. If an  
1049 available extended warranty cannot be transferred or assigned to the State  
1050 as the ultimate user, the Contractor shall notify the Engineer who may direct  
1051 that the warranted items be acquired in the name of the State as purchaser.

1052  
1053 (4) If a defect is discovered during a guarantee period, all repairs and  
1054 corrections to the defective items when corrected shall be guaranteed for a  
1055 new duration equal to the original full guarantee period. The running of the  
1056 guarantee period shall be suspended for all other work affected by any  
1057 defect. The guarantee period for all other work affected by any such defect  
1058 shall restart for its remaining duration upon confirmation by the Engineer  
1059 that the deficiencies have been repaired or remedied.

1060  
1061 (5) Nothing in this section is intended to limit or affect the State's rights  
1062 and remedies arising from the discovery of latent defects in the work after  
1063 the expiration of any guarantee period.

1064  
1065 **108.18 No Waiver of Legal Rights.** The following will not operate or be  
1066 considered as a waiver of any portion of the contract, or any power herein  
1067 reserved, or any right to damages provided herein or by law:

1068  
1069 (1) Any payment for, or acceptance of, the whole or any part of the work.

1070  
1071 (2) Any extension of time.

1072  
1073 (3) Any possession taken by the Engineer.

1074  
1075 A waiver of any notice requirement or of any noncompliance with the  
1076 contract will not be held to be a waiver of any other notice requirement or any  
1077 other noncompliance with the contract.

1078  
1079 **108.19 Final Settlement of Contract.**

1080  
1081 (A) **Closing Requirements.** The contract will be considered settled  
1082 after the project acceptance date and when the following items have been  
1083 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.”

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1113

**END OF SECTION 108**

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

3   Make the following amendment to said Section:  
4

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

8                   **“(1)**   20 percent of the direct cost for any work performed by the  
9                   Contractor’s own labor force.  
10

11                   **(2)**    20 percent of the direct cost for any work performed by each  
12                   subcontractor’s own labor force.  
13

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

19   **(II)**   Amend **109.08(A) Monthly Payment** by adding the following after line  
20   411:  
21

22                   **“(1) Retainage.**    If the Engineer finds that the Contractor is  
23                   progressing satisfactorily in completing the project work and:  
24

25                                 **a.**     Less than 50% of the whole contract cost is complete,  
26                                 the Engineer shall retain 5% of the value of the work done  
27                                 until the Engineer makes final payment;  
28

29                                 **b.**     More than 50% of the whole contract cost is  
30                                 complete, the Engineer may make the remaining progress  
31                                 payments in full.  
32

33                                 **c.**     After satisfactory completion of work other than  
34                                 landscaping items, the Engineer may adjust the amount of  
35                                 retainage to 15% of the landscaping items or 2½% of the  
36                                 total contract amount whichever is less.    Do not use this  
37                                 subsection if the contract is only landscaping.”  
38

39   **(III)**   Amend **Subsection 109.08(B) Payment for Material On Hand** by  
40   revising lines 421 to 423 to read as follows:  
41

42                   **“(2)**    The materials shall be stored and handled in accordance  
43                   with Subsection 105.14 – Storage and Handling of Materials and  
44                   Equipment.”  
45  
46

47 **(IV)** Amend **Subsection 109.11 Final Payment** by revising lines 568 to 580  
48 to read as follows:

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73

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

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

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

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

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

**END OF SECTION 109**



1                                   **SECTION 203 - EXCAVATION AND EMBANKMENT**

2  
3    Make the following amendment to said Section:

4  
5    **(I)**    Amend **Subsection 203.02 Materials** by revising line 18 to 22 to read as  
6            follows:

7  
8            “Onsite soils shall be acceptable for reuse in compacted fills and  
9            backfills. All rock fragments larger than 3 inches in maximum dimension shall  
10           be removed from the onsite soils prior to reuse.

11  
12           Imported structural fill shall be well-graded, non-expansive granular  
13           material having a maximum particle size of 3 inches and between 8 and 20  
14           percent of soil by weight passing the No. 200 sieve. The plasticity index of  
15           that portion of the soil passing the No. 40 sieve shall not be greater than 10.  
16           Imported structural fill shall have a CBR expansion value no greater than 1.0  
17           percent and a maximum CBR value of 15 percent when tested in accordance  
18           with ASTM D 1883.”

19  
20    **(II)**   Amend **Subsection 203.03(A)(3) Cut Slopes** from line 74 to 75 to read  
21            as follows:

22  
23            “Finish soil cut slopes true and straight in accordance with slope lines  
24            and grades indicated in the contract documents. Temporary shallow cuts into  
25            the near surface soils should be stable at slope gradients of 1H:1V or flatter.  
26            However, the Contractor shall be responsible for conformance with all OSHA  
27            safety standards for excavations.”

28  
29    **(III)**   Amend **Subsection 203.03(C)(1) General** by adding the following after  
30            line 195:

31  
32            “Prior to placement of fill or backfill material, the exposed subgrade shall  
33            be scarified to a minimum depth of 6 inches.”

34  
35    **(IV)**   Amend **Subsection 203.03(C)(2)(a) – Maximum Dry Unit Weight** from  
36            line 245 to line 255 to read as follows:

37  
38            **“(a) Maximum Dry Unit Weight.**    Test for maximum dry unit weight  
39            according to AASHTO T 180 and apply the correction for fraction larger than  
40            3/4 inch.    Use Hawaii Test Method HDOT TM 5 for sample preparation of  
41            sensitive soils when so designated by the Engineer.”

42  
43    **(V)**    Amend **Subsection 203.03(C)(3) Compaction of Cut Areas and**  
44            **Embankments With Moisture and Density Tests** by revising lines 261 to  
45            284 to read as follows:  
46

47                   **“(3) Compaction of Cut Areas and Embankments with Moisture**  
48                   **and Density Tests.** Cohesive soils, such as clays and silts, shall be  
49                   placed in horizontal lifts restricted to eight inches in loose thickness  
50                   and compacted to a minimum 90 percent compaction as determined  
51                   by ASTM D 1557. Granular fill, such as imported structural fill, shall  
52                   also be placed in horizontal lifts restricted to eight inches in loose  
53                   thickness and compacted to a minimum 90 percent compaction as  
54                   determined by ASTM D 1557.”

55  
56 **(VI)** Amend **Subsection 203.03 Construction** by adding the following after line  
57 343:

58  
59                   **“(E) Permanent Erosion Control BMPs.** After excavation and  
60                   embankment has been completed and accepted by the Engineer, install  
61                   permanent erosion control BMPs as indicated in the plans and the applicable  
62                   sections of these specifications.

63  
64 **(VII)** Amend **Subsection 203.04 Measurement** by revising lines 345 to 366 to  
65 read as follows:

66  
67 **“203.04 Measurement.** The Engineer will measure:  
68  
69                   **(A)** Excavation and embankment per square yard. The Engineer will  
70                   compute quantities of excavation and embankment incorporated into the  
71                   work on an area basis, using the two-dimensional area of the work site.  
72  
73                   **(B)** The Engineer will measure additional excavation and embankment  
74                   that is required and requested by the Engineer on a force account basis in  
75                   accordance with Subsection 109.06 – Force Account Provisions and  
76                   Compensation.  
77  
78                   **(C)** Selected material for planting soil will not be measured for payment.”

79  
80 **(VIII)** Amend **Subsection 203.05 Payment** by revising line 368 to 440 to read as  
81 follows:

82  
83 **“203.05 Payment.** The Engineer will pay for the accepted excavation and  
84                   embankment at the contract price per pay unit, as shown in the proposal schedule.  
85                   Payment will be full compensation for work prescribed in this section and the  
86                   contract documents.

87  
88                   Engineer will pay for each of the following items when included in the  
89                   proposal schedule:  
90

91	<b>Pay Item</b>	<b>Pay Unit</b>
92		
93	Excavation and Embankment	Square Yard
94		
95	Additional Excavation and Embankment	Force Account
96		

97 An estimated amount for the force account may be allocated in the proposal  
98 schedule under 'Additional Excavation and Embankment", but the actual amount to  
99 be paid will be the sum shown on the accepted force account records, whether this  
100 sum be more or less than the estimated amount allocated in the proposal schedule."

101  
102  
103

**END OF SECTION 203**



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

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

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

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

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

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

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

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

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

47 **(B) Fertilizer and Soil Conditioners.** Fertilizer and soil conditioners shall  
48 be a standard commercial grade acceptable to the Engineer. Fertilizer shall  
49 conform to Subsection 619.02(H)(1) - Commercial Fertilizer.  
50

51 **(C) Hydro-mulching.** Hydro-mulching used as a temporary vegetative  
52 stabilization measure shall consist of materials in Subsections 209.02(A) -  
53 Grass, and 209.02(B) – Fertilizer and Soil Conditioners. Mulches shall be  
54 recycled materials including bagasse, hay, straw, wood cellulose bark, wood  
55 chips, or other material acceptable to the Engineer. Mulches shall be clean  
56 and free of noxious weeds and deleterious materials. Potable water shall  
57 meet the requirements of Subsection 712.01 - Water. Submit alternate  
58 sources of irrigation water for the Engineer’s acceptance if deviating from  
59 712.01 - Water. Installation and other requirements shall be in accordance  
60 with portions of Section 641- Hydro-Mulch Seeding including 641.02(D) - Soil  
61 and Mulch Tackifier, 641.03(A) – Seeding, and 641.03(B) - Planting Period.  
62 Install non-vegetative controls including mulch or rolled erosion control  
63 products while the vegetation is being established. Water and fertilize grass.  
64 Apply fertilizer as recommended by the manufacturer. Replace grass the  
65 Engineer considers unsuitable or sick. Remove and dispose of trash and  
66 debris. Remove invasive species. Mow as needed to prevent site or signage  
67 obstructions, fire hazard, or nuisance to the public. Do not remove down  
68 stream sediment control measures until the vegetation is uniformly  
69 established, including no large bare areas, and provides 70 percent of the  
70 density of pre-disturbance vegetation. Temporary vegetative stabilization  
71 shall not be used longer than one year.  
72

73 **(D) Silt Fences.** Comply with ASTM D6462, Standard Practice for Silt  
74 Fence Installation.  
75

76 Alternative materials or methods to control, prevent, remove and dispose  
77 pollution are allowable if acceptable to the Engineer.  
78

79 **209.03 Construction.**  
80

81 **(A) Preconstruction Requirements.**  
82

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

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

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

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

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

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

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

**(c)** Construction schedule.

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

**(e)** Description of fill material to be used.

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

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

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

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

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

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

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

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

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

235  
236 Address all comments received from the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

399  
400 Properly maintain all Site-Specific BMP measures.

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

403

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

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

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

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

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

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

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

437

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

441

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

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

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

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

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

494  
495 Do not begin hydrotesting activities until the DOH-CWB has issued an

496 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).  
497 Conduct Hydrotesting operations in accordance with the conditions of the  
498 permit or NGPC.

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

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

509  
510 **(F) Solid Waste.** Submit the Solid Waste Disclosure Form for  
511 Construction Sites to the Engineer within 30 calendar days of contract  
512 certification date for review. All material that is generated from the project  
513 that is not used on the project shall be considered solid waste. All solid waste  
514 shall be disposed of at a facility permitted by DOH to receive solid waste. The  
515 Solid Waste Disclosure Form shall list only destinations that are permitted to  
516 receive solid waste. Provide all disposal receipts from the facility permitted  
517 by the Department of Health to receive solid waste to the Engineer by the last  
518 day of each month. Include documentation for where the solid waste is  
519 handled or processed, haul tags, or any documentation requested by the  
520 Engineer. The contractor shall not take solid waste to any unpermitted  
521 intermediary facility. Notify the Engineer at minimum 48 hours prior to  
522 removal of material from site. All disposal costs shall be incidental to the  
523 contract items and shall not be paid for separately. If the Contractor elects to  
524 reclassify solid waste as inert fill, follow the requirements in Section 219 –  
525 Determination and Characterization of Fill Material. For bidding purposes, the  
526 contractor shall not assume that any material can be reclassified as inert fill  
527 material without testing for contaminants and the Engineer's prior  
528 acceptance. Failure to comply with these requirements may result in fines or  
529 liquidated damages.

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:

553

<b>Pay Item</b>	<b>Pay Unit</b>
-----------------	-----------------

554

555 Installation, Maintenance, Monitoring, and Removal of BMP	Lump Sum
---	----------

556

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

566

567 Additional Water Pollution, Dust, and Erosion Control	Force Account
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568

569 An estimated amount for FA is allocated in proposal schedule under  
570 ‘Additional Water Pollution, Dust, and Erosion Control’, but actual amount to be paid  
571 will be the sum shown on accepted force account records, whether this sum be more  
572 or less than estimated amount allocated in proposal schedule. The Engineer will  
573 pay for additional BMP measures requested by the Engineer on a force account  
574 basis.

575

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

579

580 The Engineer will not pay for work to repair or compensate for damages  
581 caused by dust or water.

582

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

587  
588 The Engineer will assess liquidated damages up to \$27,500 per day for non-  
589 compliance of each BMP requirement and all other requirements in this section and  
590 HDOT's Enforcement Response Plan (Oahu).  
591

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

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

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

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

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

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

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

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<p><i>Materials associated with painting, such as paint and paint wash solvent</i></p>	<ul style="list-style-type: none"> <li>• <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i></li> <li>• <i>Keep ample supply of cleanup materials on site.</i></li> <li>• <i>Dispose container only after all of the product has been used.</i></li> <li>• <i>Remove as much paint from brushes on painted surface.</i></li> <li>• <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></li> <li>• <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></li> <li>• <i>Do not dump liquid wastes into the storm drainage system.</i></li> <li>• <i>Filter and re-use solvents and thinners.</i></li> <li>• <i>Dispose of oil-based paints and residue as a hazardous waste.</i></li> <li>• <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i></li> <li>• <i>Immediately clean up spills and leaks.</i></li> <li>• <i>Properly store paints, solvents, and epoxy compounds.</i></li> <li>• <i>Properly store and dispose waste materials generated from painting and structure repair and construction activities.</i></li> <li>• <i>Mix paints in a covered and contained area, when possible, to minimize adverse impacts from spills.</i></li> <li>• <i>Do not apply traffic paint or thermoplastic if rain is forecasted.</i></li> <li>• <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></li> </ul> <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>

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

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

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<ul style="list-style-type: none"> <li>• <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></li> <li>• <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></li> </ul>	
<i>Metals and Building Materials</i>	<ul style="list-style-type: none"> <li>• <i>Inspect construction waste and recycling areas regularly.</i></li> <li>• <i>Schedule solid waste collection regularly.</i></li> <li>• <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></li> <li>• <i>Minimize the amount of material stored on site.</i></li> <li>• <i>Do not stockpile uncovered metals or other building materials in close proximity to discharge points.</i></li> <li>• <i>See Solid Waste Management Section SM-6 for additional requirements.</i></li> </ul>	<i>See Solid Waste Management Section SM-6</i>
<i>Contaminated Soil</i>	<ul style="list-style-type: none"> <li>• <i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9 for additional requirements.</i></li> <li>• <i>At minimum contain contaminated material soil by surrounding with impermeable lined berms or cover exposed contaminated material with plastic sheets.</i></li> </ul>	<i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9</i>

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

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

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

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Plaster Waste Water</i>	<ul style="list-style-type: none"> <li>• <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></li> <li>• <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></li> <li>• <i>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></li> <li>• <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></li> </ul>	<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"> <li>• <i>For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical.</i></li> <li>• <i>See Vehicle and Equipment Cleaning Section SM-11 for additional information.</i></li> <li>• <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></li> </ul>	<i>See Vehicle and Equipment Cleaning Section SM-11</i>
<i>Sanitary/Septic Waste</i>	<ul style="list-style-type: none"> <li>• <i>Locate Sanitary facilities in a convenient place away from drainage facilities.</i></li> <li>• <i>Position sanitary facilities so they are secure and will not be tipped over or knocked down.</i></li> <li>• <i>Wastewater shall not be discharged to the ground or buried.</i></li> <li>• <i>A licensed service provider shall maintain sanitary/septic facilities in good working order.</i></li> <li>• <i>Schedule regular waste collection by a licensed transporter.</i></li> <li>• <i>See Sanitary Waste Section SM-7 for additional requirements.</i></li> </ul>	<i>See Sanitary Waste Section SM-7.</i>

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**END OF SECTION 209**

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

3 **“SECTION 219 – DETERMINATION AND CHARACTERIZATION OF FILL**  
4 **MATERIAL**  
5

6  
7 **219.01 Description.** This section describes determination and characterization of  
8 fill material for project sites.  
9

10 Requirements of this section apply to all waste generated from construction  
11 and demolition (C&D) activities.  
12

13 **219.02 Definitions.**  
14

15 **(A) Inert Fill Material.** Inert Fill Material is defined in the Hawaii Revised  
16 Statutes (HRS) 2342H-1. Materials that do not meet this definition shall be  
17 disposed of at the appropriate Hawaii Department of Health (HDOH) Solid  
18 and Hazardous Waste Branch permitted solid waste management facility.  
19

20 The October 2021 State of Hawaii Department of Transportation,  
21 Highways Division, Construction Best Management Practices Field Manual,  
22 specifies inert fill material shall not be contaminated with asbestos or lead-  
23 based paint. In addition, inert fill materials do not decompose or produce  
24 leachate or other products harmful to the environment.  
25

26 Any material that originates from another project intended to be used  
27 as fill material is required to be recharacterized as fill material as described in  
28 this section.  
29

30 **(B) Solid Waste.** The Contractor shall dispose of solid waste directly from  
31 the project to a Solid Waste Management Facility that is permitted by the  
32 HDOH Solid and Hazardous Waste Branch. Under no condition, the  
33 Contractor shall not temporarily store, process, or handle solid waste at an  
34 intermediate facility.  
35

36 **219.03 Construction**  
37

38 The Contractor shall submit a completed, signed, and dated “Solid Waste  
39 Disclosure Form for Construction Sites” to the Engineer at the time of the  
40 Pre-Construction Conference and shall be included in the Storm Water  
41 Pollution Control Plan. If there are any revisions to the information on the  
42 Solid Waste Disclosure Form, the form shall be re-signed, dated, and  
43 submitted to the Engineer, prior to taking solid waste to the proposed facility.  
44

45 For bid purposes, the Contractor shall assume that all waste generated from  
46 the project will be taken directly to a HDOH permitted solid waste

47 management facility of approved landfill. Submit monthly a copy of all the  
48 disposed receipts from the facilities permitted by the HDOH, Solid Waste  
49 Section, to receive solid waste to the Engineer. Provide documentation  
50 monthly from any HDOH permitted intermediary facility where the solid waste  
51 is handled or processed, all haul tags, and other documentation as directed  
52 by the Engineer.

53  
54 If the Contractor elects to re-classify solid waste as insert fill material for  
55 reuse, the Contractor shall assume all costs and liability with regards to the  
56 testing, handling, storage, and end use of the material.

57  
58 If reclassifying solid waste as inert fill, submit written request to the Engineer  
59 to seek approval before following requirements in this Section. No extension  
60 of time or costs will be granted due to any issue related to reclassification of  
61 material. The Contractor shall not assume material can be reclassified nor is  
62 there any guarantee that material can be reclassified. Reclassification of  
63 material will be at the sole determination of the Engineer. If the material is to  
64 be reclassified as inert fill material, the Contractor shall provide the required  
65 documentation indicated in Section 219.03(A) Preconstruction Requirements  
66 and (B) Construction Requirements. The Contractor shall also revise the  
67 Solid Waste Disclosure Form to indicate the material was reclassified as inert  
68 fill and to identify the disposal location and re-submit the Solid Waste  
69 Disclosure Form to the Engineer.

70  
71 **(A) Preconstruction Requirements.** Retain the services of an  
72 Environmental Professional as accepted by the Engineer. Submit  
73 documentation the Environmental Professional has a minimum of five (5)  
74 years of experience in solid and hazardous waste management and fill  
75 material characterization within 30 calendar days of contract certification  
76 date.

77  
78 **(B) Construction Requirements.**

79  
80 **(1) Reclassification of Solid Waste into Inert Fill Material.** If  
81 reclassifying solid waste as inert fill, submit written request to the  
82 Engineer of initial intent and obtain written acceptance from the  
83 Engineer by following the requirements of Section 219.03(B)(2) Inert  
84 Fill Material.

85  
86 **(2) Inert Fill Material.** The State reserves the right to reject  
87 imported fill from sources known to contain hazardous material or  
88 material removed from the project to be used as fill material if any of  
89 the requirements in this specification are not met. The source and/or  
90 stockpiled location of the material shall remain accessible at all times  
91 to State personnel for sampling, testing, and inspection as determined  
92 by the Engineer. Provide the sampling and testing plan developed by  
93 the Environmental Professional to the Engineer for review. Notify the

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engineer at minimum 72 hours prior to sampling event for the State representative to be present to observe the sampling. Conduct sampling in accordance with the sampling plan. Prior to importing/removal of material, the Contractor shall provide the specific location and quantity of material that is to be transported to/from the project site. By electing to dispose of the material at a location other than a facility permitted by the DOH to receive solid waste, the Contractor shall assume all liability and costs related to the testing, transport, and disposal of the material in accordance with NPDES Permit conditions, Solid and Hazardous Waste Regulations, State, Federal, and County rules and regulations. For all citations or fines received by the State, the Contractor shall reimburse the State within 30 calendar days from the date of the State’s request; or costs shall be deducted from progress payments.

**(a) Laboratory Certification.** Samples shall be tested by a laboratory certified to perform the specific analyses.

**(b) Certificates.** Provide a written certificate indicating that the fill material meets the inert fill material definition specified herein. The written certificate shall include a description of the evidence (including but not limited to historical documentation of land use, test results, fill material characterization report, and/or Phase I Environmental Site Assessment) used by the Contractor to determine that the fill material is inert fill material. The written certificate shall be prepared and signed by an Environmental Professional. Submit the written certificate to the Engineer 14 calendar days before the fill material is imported to or removed from the project site. Do not import the fill material to, or export the fill material from the project site until the Engineer has accepted the certificate. Revise the written certificate as requested by the engineer until the Engineer has accepted the certificate at no additional cost to the State. If the Engineer does not accept the certificate, the Contractor shall dispose of the fill material in accordance with all applicable Federal, state, and Local laws and regulations at no additional cost to the State.

**(c) Documentation.** Provide documentation that all the material is to be taken to a properly permitted site.

1. The location of the disposal site (name, address, Tax Map Key No., telephone number, and map).
2. Quantity of all material taken.

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3. Copy of all permits.
4. Copy of recipient owner's approval of accepting the material.

**(d) Laboratory Certification.** After Section 219.03(B)(2) (a) Laboratory Certifications, (b) Certificates, (c) Documentation is completed, submit all documentation to the Engineer for review. If the Engineer accepts the reclassification as inert fill material, the Contractor shall submit an updated Solid Waste Disclosure Form and the updated Solid Waste Disclosure form shall be submitted to DOH.

**(e) Hawaii Department of Health Guidance Documents.** The HDOH has published guidance documents for the characterization of fill material and construction and demolition (C&D) waste. Comply with all applicable Federal, State, and Local laws and regulations. The procedures of the most recent versions of the following guidance documents or their replacements for the determination and characterization of the fill material of may be used as a reference:

1. Guidance for Soil Stockpile Characterization and Evaluation of Imported and Exported fill Material.
2. Evaluation of Fill Material for Chemical Contaminants (Fact Sheet).
3. Guidance for Construction & Demolition (C&D) Waste Disposal.
4. Technical Guidance Manual for the Implementation of the Hawaii State Contingency Plan.

Obtain and follow the latest versions of the applicable HDOH guidance documents.

**219.04 Measurement.** All requirements described in this section shall not be measured.

**219.05 Payment.** All requirements described in this section shall be an incidental cost of the various pay items. The Engineer may assess liquidated damages up to \$27,500 per day for non-compliance of each requirement and all other requirements in this section.



TABLE 617.02-1 – USDA CLASSIFICATION			
Class	Particle Size Range	Maximum Percentage	Minimum Percentage
Coarse Sand	0.020 – 0.079 inch	15	0
Silt plus Clay	<0.002 inch	5	15
Gravel	0.079 – 0.512 inch	20	0
Rock	1/2 - 1 inch	10 percent by volume	----
Organic Material	----	15	0

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**(b) Chemistry.** Imported planting soil shall comply with USDA No. 60 for the following:

1. **Salinity.** Imported planting soil shall have Saturation Extract Conductivity (EC<sub>e</sub>) less than 7.6 millimhos per inch at 77 degrees F.
2. **Sodium.** Imported planting soil shall have Sodium Absorption Rate (SAR) less than 1.0 part per million.
3. **Boron.** Imported planting soil shall have Saturation Extraction Concentration less than 1.0 part per million.
4. **Reaction.** Imported planting soil shall have pH of saturated paste of 5.5 to 7.5.

Representative samples of imported planting soil shall be submitted to Crop Nutrient Solutions, Inc., Post Office Box 40, Waimanalo, Hawai'i, 96795, Phone: 386-4120; University of Hawai'i Agricultural Extension Service at Manoa, 1910 East West Road, Sherman Lab 134, Honolulu, Hawai'i, 96822, Phone: 956-6706; or laboratory acceptable to the Engineer for analysis of required fertilizers and amendments.

67 Soil analysis results shall also include a summary of  
68 the findings and recommendations to correct soil  
69 deficiencies including, but not limited to, type of amendment  
70 and fertilizer to be added, application rates for amendments  
71 and fertilizers at pre-planting, planting, and plant  
72 establishment periods.

73  
74 Test results and recommendations for correcting soil  
75 deficiencies shall be presented to the Engineer for review  
76 and acceptance before placing planting soil.

77  
78 (c) Soil types such as “Palolo Clay” or soils high in  
79 manganese concentrations such as the “Lualualei Clay”,  
80 “Wahiawa”, or “Molokai” soil series or similar materials will  
81 not be accepted.

82  
83 (d) Refuse, stumps, roots, heavy or stiff clay, noxious  
84 seeds, sticks, brush, litter, concrete, asphalt, cement,  
85 construction debris, and other material considered  
86 undesirable by the Engineer to the proper development of  
87 vegetative growth will not be accepted.”

88  
89 (III) Amend **Subsection 617.03 Construction** by revising lines 67 to 102 to  
90 read as follows:

91  
92 “(A) **Pre-Construction.** Eradicate weeds and remove construction  
93 debris, litter, stones greater than 1/2-inch in diameter, and unwanted  
94 vegetation from areas designated for planting before doing any soil  
95 preparation or grading work. Remove noxious weeds and grasses by  
96 roots wherever found at any stage of work. Dispose of weeds and  
97 construction debris in accordance with Section 202 – Removal of  
98 Structures and Obstructions.

99  
100 (B) **Soil Preparation.**

101  
102 (1) **PID 207.** Prepare soil in accordance with Section 618 – Soil  
103 Preparation.”

104  
105 (2) **PID 416.** Prepare soil in accordance with Section 618 – Soil  
106 Preparation.”

107  
108 (IV) Amend **Subsection 617.04 Measurement** by revising lines 104 to 105 to  
109 read as follows:

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111 “**617.04 Measurement.** The Engineer will measure imported planting soil per  
112 cubic yard in accordance with the contract documents.”

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**(V)** Amend **Subsection 617.05 Payment** by revising lines 107 to 116 to read as follows:

**“617.05 Payment.** The Engineer will pay for the accepted imported planting soil at the contract price per pay unit. Payment will be full compensation for the work prescribed in this section and the contract documents.

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

<b>Pay Item</b>	<b>Pay Unit</b>
Imported Planting Soil, 4” Layer	Cubic Yard”

**END OF SECTION 617**

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

3 **“SECTION 618 — SOIL PREPARATION**  
4

5 **618.01 Description.** This section describes soil preparation of existing  
6 soils for PID 207 and PID 416.  
7

8 **618.02 Materials.** Compost shall meet U.S. Composting Council  
9 specifications. Compost shall be well decomposed, stable, weed free organic  
10 matter source. It shall be derived from aerobic decomposition of yard  
11 trimmings and shall be brown to dark brown in color. Moisture content shall  
12 range from 30 to 60 percent with no visible free water.  
13

14 The carbon:nitrogen (C:N) ratio shall be between 25:1 to 20:1. Compost  
15 shall have no unpleasant odor and shall have an earthy smell. 30 to 65 percent  
16 of the content shall be organic. 98 percent of the material shall pass through a  
17 screen of ¾-inch or smaller and pH shall be between 6.0 to 8.5. Typical  
18 electrical conductivity shall be less than 5 mhos/cm (dS/m), with a maximum of  
19 8 mhos/cm.  
20

21 Compost shall be free of live weed seed or other propagates and shall  
22 have reached a temperature of at least 150 degrees Fahrenheit for a minimum  
23 of three days. Active composting shall occur for no less than 90 days at 130  
24 degrees Fahrenheit or higher, with a minimum of one turning per week.  
25

26 Compost shall contain less than 5 percent foreign objects such as rock,  
27 metal, paper, plastic, or glass by weight. Compost shall also contain less than  
28 the maximum level of heavy metals established by EPA 503. Compost shall  
29 not contain any resin, tannin, or other materials that are detrimental to plant life,  
30 and shall not contain any treated or painted woods.  
31

32 **618.03 Construction.**  
33

34 **(A) General.** Do not screen soil. Do not work the soil when air or  
35 soil is so moist that excessive compaction occurs or so dry that dust  
36 forms. Apply water if necessary to bring soil to optimal moisture content.  
37

38 Remove and dispose of plastics, glass, trash and stones greater  
39 than ½-inch in diameter as a result of soil preparation.  
40

41 The Contractor shall only perform soil preparation to the extent  
42 that can be completed by the end of the work day. Any exposed soils at  
43 the end of the work day shall be protected from erosion by wind or rain.  
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**(B) Soil Tests.**

**(1)** Collect soil samples of existing soils inside the project limits for each of the individual project sites. Soil sample shall consist of a composite sample of 1 gallon of soil collected from a minimum of 5 holes to a depth of 6 inches. 5 samples shall be taken as follows:

One (1) sample from sloped areas along outbound lanes taken from mid-slope vertically and horizontally.

Two (2) samples from level areas.

Two (2) samples from sloped areas along inbound lanes taken from mid-slope (vertically) and evenly (horizontally) along the face of the slope

Sample hole locations shall be spread evenly throughout the individual site to provide a more accurate representation of the soil present on the site. Contractor shall keep soils separate and shall not intermix the soils with samples taken from other sites. The label for each composite sample shall correspond to the location from which it was taken. Samples shall only be collected by using a spiral auger that is thoroughly cleaned between each sample taken. In all cases, samples shall be collected in accordance with the Methods of Soil Analysis by the Soil Science Society of America, Inc.

**(2)** Submit soil samples to Crop Nutrient Solutions, Inc., Post Office Box 40, Waimanalo, Hawai'i, 96795, Phone: 386-4120; University of Hawai'i Agricultural Extension Service at Manoa, 1910 East West Road, Sherman Lab 134, Honolulu, Hawai'i 96822, Phone: (808) 956-6706; or laboratory acceptable to the Engineer for analysis and recommended application rates for fertilizers and amendments. A separate soil analysis shall be done for each site.

Soil tests shall be performed in accordance with the Methods of Soil Analysis by the Soil Science of America, Inc. Soil tests shall include particle size analysis, percentage organic carbon, chemical analysis, moisture content, Cation Exchange Capacity (CEC) per EPA Method 9081, Bulk Density and soluble salts, sieve analysis per ASTM D422, Total Nitrogen per ASTM D3590 – 17 and EPA Method 353.2, Total Phosphorus per EPA Method 365.3, and major cations (K+, Ca++, and Mg++) per EPA Method 6010.

89 Soil analysis results shall also include a summary of the  
90 findings and recommendations to correct soil deficiencies including,  
91 but not limited to, type of amendment and fertilizer to be added,  
92 application rates for amendments and fertilizers, and a schedule for  
93 applying amendments and fertilizers at pre-planting, planting, and  
94 plant establishment periods. Recommendations to correct soil  
95 deficiencies shall be specific to each individual site.

96  
97 Test results and recommendations for correcting soil  
98 deficiencies shall be presented to the Engineer for review and  
99 acceptance prior to the start of construction operations.

100  
101 **(3)** Tilling will be allowed for level areas of PID 416. Tilling will  
102 not be allowed for sloped areas on all sites.

103  
104 **(4)** For sloped areas of PID 207 and PID 416: List of proposed  
105 amendments and recommendations for correcting soil deficiencies  
106 shall be limited to those which can be applied to the soil surface  
107 without tilling.

108  
109 **(C) Soil Preparation.**

110  
111 **(1)** Remove trash, debris, leaves, and weeds from the surface of  
112 the slope. Dispose of material outside the Right-Of-Way as  
113 specified in Section 201 – Clearing and Grubbing.

114  
115 Within the project limits, clear the project area to finish  
116 grade, including invasive and/or non-native trees and shrubs with  
117 trunk caliper less than 8-inches in diameter, unless noted otherwise  
118 to remain. Removal of stumps and roots will not be required.

119  
120 **(2)** For level areas of PID 416:

121  
122 Loosen compacted soils by lifting and turning the soil to a  
123 depth of 18-inches for level areas within the project limits.

124  
125 Apply generous amounts of water to break soil clumps to  
126 sizes between 1-inch and 6-inches in diameter. Water as  
127 necessary until no soil clumps are greater than 6-inches in  
128 diameter.

129  
130 Soil will appear rough upon completion of soil loosening.  
131 Soil will typically expand approximately 2-inches to 4-inches from  
132 turning of the soil but will settle quickly after watering. Remove all  
133 stones greater than 1/2-inch in diameter.

135                   Upon completion of loosening of soil, uniformly spread a  
136                   minimum 2-inch layer of compost over all new planting areas.  
137                   Spread and incorporate additional compost and soil amendments  
138                   as recommended by the soil analysis report.

139  
140                   Till compost and soil amendments into the top 6-inches of  
141                   soil. Only work an area for which work can be completed by the  
142                   end of the work day.

143  
144                   After tilling, no vehicles or equipment shall be allowed within  
145                   the tilled areas.

146  
147                   Level undulations or irregularities caused by tilling or other  
148                   work from surface of soil before proceeding to plant.

149  
150                   **(3)** For sloped areas of all sites, apply amendments as  
151                   recommended by the soil analysis report. Amendments applied for  
152                   sloped areas of PID 207 and PID 416 shall be of the type that is  
153                   applied on the surface of the slope and not require tilling for  
154                   incorporation into the soil. Site preparation shall be conducted in  
155                   accordance with Section 208 – Leveling Surfaces. No tilling is  
156                   required except for level areas of PID 416.

157  
158                   **(4)** Application of amendments will not be required where solid  
159                   rock is encountered at the surface.

160  
161                   **618.04 Method of Measurement.** The Engineer will measure soil  
162                   preparation per square yard in accordance with the contract documents.

163  
164                   The Engineer will measure imported compost per square yard in  
165                   accordance with the contract documents.

166  
167                   **618.05 Basis of Payment.** The Engineer will pay for the accepted pay  
168                   items listed below at the contract price per pay unit. Payment will be full  
169                   compensation for the work prescribed in this section and the contract  
170                   documents.

171

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

174	<b>Pay Item</b>	<b>Pay Unit</b>
176		
177	Soil Preparation, With Tilling	Square Yard
178		
179	Soil Preparation, No Tilling	Square Yard
180		
181	Imported Compost, 2" Layer	Square Yard
182		

183

**END OF SECTION 618**

1 Amend **Section 619 – Planting** to read as follows:

2  
3 **“SECTION 619 - PLANTING**

4  
5 **619.01 Description.** This section describes planting trees and ground cover.

6  
7 **619.02 Materials.**

8  
9 **(A) Plant Materials.** Shrubs shall be type and size shown in contract  
10 documents or as specified by the Engineer.

11  
12 **(1) Certification of Plants.** The Contractor’s submission of a  
13 bid shall constitute certification of availability of plants of required  
14 type, size, and quantity.

15  
16 **(2) Selection, Tagging, and Ordering of Plants.**

17  
18 **(a)** Engineer will inspect plants at place of growth and  
19 after delivery to the Project. Plants not conforming to  
20 contract document requirements will be rejected.

21  
22 **(b)** Request plant inspection at least one month prior to  
23 start of planting work. Submit a written request for  
24 inspection and documentation to Engineer, not less than one  
25 month prior to start of planting work, that all plant materials  
26 have been ordered and are ready to be planted.

27  
28 **(c)** At the Contractor’s option, plant material may be  
29 contract – grown at the Contractor’s expense to ensure  
30 availability of plants that meet the required type, size, and  
31 quantity. Plants not conforming to contract document  
32 requirements will be rejected.

33  
34 **(3) Plant Names.** Shrubs shall be true to name and follow  
35 standards for nomenclature adopted by *The American Joint*  
36 *Committee on Horticultural Nomenclature*, and The Bernice P.  
37 Bishop Museum’s Special Publication No. 50, *In Gardens of*  
38 *Hawaii*.

39  
40 **(4) Condition of Plants.** Plants shall conform to specified  
41 nomenclature, grades, and standards.

42  
43 **(a) General.** Provide shrubs with normal habit of growth,  
44 such as sound, healthy, vigorous, and free of disease and  
45 insect infestation.

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**(b) Container Grown Plants.** Plants shall be grown in containers of specific size. Plant shall hold its root ball without being root bound upon removal from container.

**(c) Native Hawaiian Plants.** The plant nursery shall certify the native Hawaiian plants carex (*Carex wahuensis*) and kawelu grass (*Eragrostis variabilis*), are native to Hawai'i and true to the species.

**(5) Size of Plants.** Plants shall meet size indicated by minimum and maximum height, and minimum and maximum spread, as specified in the proposal.

**(a) Height.**

1. Height shall be defined as vertical measurement from ground surface of plant in its natural growing position in nursery.
2. Measurement of height shall stop where main growth ends and shall not include fine or slender terminal leader, twig or branch.
3. Range shall be specified for height of leggy plants.

**(b) Spread.**

1. Spread shall be defined as horizontal measurement of plant in its natural growing position in nursery.
2. Measurement of spread shall not include fine or slender terminal shoot.
3. Spread of plant shall be determined by averaging smallest and largest measurements. Smallest measurement shall not be less than 60 percent of largest.

**(B) Herbicides.** Submit a weed control program to the Engineer for review and acceptance prior to construction. Chemical herbicides shall contain either or both glyphosate and cacodylic acid. Use only State Department of Agriculture approved herbicides.

92 Manufacturer's instructions for applying herbicides shall be  
93 followed. Adjustments shall be made for field conditions. Chemical  
94 herbicides shall be applied using photosensitive dye that does not stain  
95 concrete or painted surfaces, will not injure plants and animals, and  
96 disappears within 3 days after spraying. Application shall be between  
97 8:30 a.m. and 3 p.m. on normal State workdays only. Herbicide  
98 application shall not be done when wind is brisk, when raining, or when  
99 rain is expected. Avoid applying herbicide in areas where herbicide can  
100 enter storm drainage systems or receiving waters. Records shall be kept  
101 by the Contractor of dates of application, type of herbicide or pesticide  
102 used, quantities, and areas that were covered. Submit records to the  
103 Engineer within 24 hours of application.  
104

105 **(1) Pre-emergent Herbicide.** Pre-emergent herbicide may only  
106 be applied where no grass seed is used or where new plants do not  
107 propagate by seeds. Pre-emergent herbicide shall be used to  
108 control weeds by absorption, including through plant's root system.  
109 Label of herbicide shall indicate that the product is environmentally  
110 safe and non-toxic to humans and animals. Herbicide shall be  
111 acceptable for use with native Hawaiian plants.  
112

113 **(2) Selective, Post-emergent, Granular Herbicide.** Selective,  
114 post-emergent granular herbicide shall be used to control weedy  
115 grasses and broadleaf weeds in turf and wide variety of woody  
116 ornamentals, shrubs, vines, and trees. Product shall kill young  
117 seedlings on contact during germination. Herbicide shall be  
118 acceptable for use with native Hawaiian plants.  
119

120 **(3) Post-emergent, Non-granular Herbicide.** Post-emergent,  
121 non-granular herbicide shall be used to control weeds by  
122 absorption, including through roots of plant. Label of herbicide shall  
123 indicate that product is environmentally safe and non-toxic to  
124 humans and animals. Herbicide shall be acceptable for use with  
125 native Hawaiian plants.  
126

127 **(C) Fertilizer.**  
128

129 **(1) Commercial Fertilizer.** Fertilizer shall be in new, clean,  
130 sealed, and properly labeled bags or containers. Fertilizer shall be  
131 protected from weather after delivery to the Project. Fertilizer shall  
132 be:

133 **(a)** Nitrogen, phosphoric acid, and potash (N-P-K) in  
134 percentages recommended in the Soil Analysis Report,  
135 uniform in composition, free flowing, and suitable for  
136 applications;  
137

138 (b) 21-gram slow-release plant tablet conforming to  
139 criteria in (a) above.

140  
141 (2) **Organic Fertilizer.** Fertilizer shall be in new, clean, sealed,  
142 and properly labeled bags or containers. Fertilizer shall be  
143 protected from weather after delivery to the Project. Fertilizer shall  
144 be nitrogen, phosphoric acid, and potash (N-P-K) in percentages  
145 recommended in the Soil Analysis Report, uniform in composition,  
146 free flowing, and suitable for application.

147  
148 (3) **Application Records.** Records shall be kept by Contractor  
149 of dates of application, type of fertilizer or manure used, quantities,  
150 and areas that were covered and shall be submitted to the  
151 Engineer within 24 hours of application. Document if rates and  
152 amounts of fertilizer deviate from manufacturer's specifications.

153  
154 (D) **Soil Amendments.** Soil amendment shall be Hawaiian Earth  
155 Products "Menehune Mulch", Kellog's "Nitrohumus Soil Conditioner", or  
156 approved equal. Compost shall comply with U.S. Composting Council  
157 specifications.

158  
159 **619.03 Construction.**

160  
161 (A) **Quality Assurance.**

162  
163 (1) **Codes and Standards.** Perform work in accordance with  
164 applicable laws, codes, and regulations. Provide inspections and  
165 permits required by Federal, State, and local government  
166 authorities.

167  
168 (2) **Qualifications.** To become qualified in the work class of  
169 Landscaping, the applicant shall provide a letter containing the  
170 following:

171  
172 (a) A statement declaring at least five continuous years of  
173 experience of a scope similar to that required for the work,  
174 including installing temporary irrigation, hydro-mulch  
175 application, soil preparation, and plant installation and  
176 establishment.

177  
178 (b) The letter must be signed and dated by the Owner of  
179 the Company or Company Officer.

180  
181 (c) Produce a list of completed projects similar to the  
182 scope and size of the required work to substantiate the  
183 experience. The list shall contain a minimum of five different

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landscape projects, excluding single-family residential landscape. A minimum of five different landscape projects shall be rated positive on a performance evaluation by the references in the list below. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

1. Project name
2. Location of project (city, state)
3. Owner
4. Owner Contact (name and current phone number)
5. Architect or Engineer Company Name
6. Architect or Engineer Contact (name and current phone number)
7. Construction Manager (name and current phone number)
8. Description of Project, Scope of Work Performed
9. Total Value of Construction (including change orders)
10. Original Scheduled Completion Date
11. Actual Date of Completion

**(d) Acceptance.** The Contractor shall submit the items under this section to the Engineer for acceptance prior to construction. If the applicant does not have proof of five continuous years of experience with a minimum of five completed projects similar in scope and size as this project, the Contractor shall not hire the applicant. If it is discovered the hired applicant is not qualified, remove the applicant from the project immediately upon discovery or upon receipt of a written notice from the Engineer. All work that would have been allowed if a qualified applicant was on the project site shall not be conducted until a qualified applicant is hired and accepted by the Engineer. Requests to substitute an

230 applicant will be allowed under Subsection 105.16 –  
231 Subcontracts.

232

233

**(B) Preparing Areas for Landscaping.**

234

235

(1) Remove trash, debris, and weeds from work area. Planting areas shall be free from loose stones greater than ½ inch in diameter. Dispose of material outside the Right-Of-Way as specified in Section 201.03(F) – Removal and Disposal of Material.

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(2) Perform clearing, grubbing, and tree demolition work in accordance with Section 201 – Clearing and Grubbing. Within the project limits, clear the project area to finish grade. Trees and shrubs are to remain unless noted otherwise or as directed by the Engineer. Removal of stumps and roots will not be required.

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(3) No excavation will be allowed within the Project limits except for excavation required for planting pits and where slopes do not exceed 3H:1V.

247

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250

(4) Apply herbicide before weeds become taller than 2-inches.

251

252

(5) Before applying chemical herbicide, obtain Engineer’s acceptance of proposed weed control program.

253

254

255

**(C) Soil Preparation.** Prepare soil in accordance to Section 618 – Soil Preparation.

256

257

258

**(D) Adding Fertilizer and Amendments.**

259

260

(1) Uniformly distribute fertilizer and amendments over planting areas as recommended by the Soil Analysis Report as specified in Section 618 – Soil Preparation. Document if rates and amounts of fertilizer deviate from manufacturer’s specifications. For flat areas of PID 416, rototill top 4-inches of soil to evenly incorporate fertilizer and amendments. For flat areas of PID 416, rototill before installing temporary irrigation system.

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(2) For flat areas of PID 416: Level undulations or irregularities caused by tilling or other work from surface of soil before proceeding to plant.

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**(E) Coordination of Work.** Adjust planting work for conformance with ground and weather conditions. Plant so that finished grades of planted areas are properly related to finished elevations of adjacent pavements, structures, curbs, and existing grades.

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**(F) Herbicides.** After establishing finish grade, commence weed control program using pre-emergent and/or post-emergent herbicide. Maintain weed control program through planting period to prevent weeds from emerging.

**(G) Preparing for Planting.** Do not plant until site has been prepared, is neat and orderly, and Engineer accepts site for planting.

**(H) Planting.**

**(1) Plant Holes.** Create openings through erosion control matting at approved locations per contract plan details, manufacturer's written instructions, and as recommended by the Engineer. Scarify sides and bottom of planting pits. Place trees and ground cover in plant pits as indicated in the contract documents.

**(2) Setting Container Plants.** Perform planting without delay to prevent foliage from effects of evaporation and drying. Prune bruised or broken roots with clean cut at time of planting.

**(a)** Set plants to keep soil surface level within planting pit and planted to give the best appearance in relationship to adjacent structures or surroundings.

**(b)** Use appropriate excavated material to continue filling plant pits. Set plant plumb, brace rigidly in position, and tamp backfill mix solidly around root ball. After pit is  $\frac{3}{4}$  full, water thoroughly to saturate root ball.

**(c)** Distribute plant tablets or comparable fertilizer within pit in accordance with manufacturer's instructions. Continue filling pit to finished grade with backfill mix.

**(d)** When plant pit is filled, form saucer berm around plants as necessary or as noted on details.

**(e)** Water immediately after planting until soil around and below root ball is thoroughly saturated.

**(3) Staking.** Stake trees immediately after planting as indicated in the contract documents.

**(4) Removing Surplus Excavated Material.** Dispose of surplus excavated material from planting holes as specified in

322 Section 203 – Excavation and Embankment. Do not place surplus  
323 excavated material on top of root systems of existing trees.

324  
325 **(5) Cleanup.** Remove and dispose of empty containers and  
326 accumulated debris when planting is completed.

327  
328 **(6) Secure Erosion Control Matting.** Secure erosion control  
329 matting around plants as indicated and as recommended by the  
330 erosion control matting manufacturer.

331  
332 **(I) Planting Period.** Planting period extends 90 days from date  
333 Engineer accepts site. When area has a mixture of grass with either or  
334 both trees and ground cover, planting period shall not start until all trees,  
335 ground cover, and grass in the area are planted and accepted by the  
336 Engineer. Replace plants that fail to develop healthy growth or die during  
337 the planting period. Provide and install replacements within two weeks of  
338 receiving notification from Engineer that plants are unacceptable. Apply  
339 fertilizer at time of planting and at the rate and frequency recommended  
340 by the Soil Analysis Report as specified in Section 618 – Soil Preparation.  
341 Notify Engineer 24 hours in advance of fertilization. If satisfactory growth  
342 is attained before 90 days, Contractor may submit written request for  
343 earlier end of planting period. The planting period shall be completed  
344 before substantial completion will be granted.

345  
346 **(1) Native Hawaiian Plants.** Provide a list of recommended  
347 fertilizers, application rates, and application schedule for fertilizer to  
348 the Engineer for review and acceptance. The list of recommended  
349 fertilizers, application rates, and application schedule for fertilizer  
350 shall be from the native Hawaiian plant nursery that plants were  
351 obtained. Exercise caution when fertilizing to avoid burning plants.  
352 Notify the Engineer, in writing, 24 hours in advance of fertilization.  
353 If satisfactory growth is attained before 90 days, Contractor may  
354 submit written request for earlier end of planting period.

355  
356 **(J) Controlling Weeds.** Keep new planting areas at least 90 percent  
357 free of weeds and grass considered undesirable by the Engineer.  
358 Remove weeds by pulling roots. Do this daily if necessary. Deposit trash  
359 in appropriate container, remove from the Project site, and dispose of  
360 offsite. Chemical weed control, if chosen, shall be by method acceptable  
361 to the Engineer. Keeping new planting areas at least 90 percent free of  
362 weeds and grass considered undesirable by the Engineer is required as a  
363 condition of acceptance for the planting period. The Engineer will use the  
364 90 percent weed-free condition of the site at the end of the planting period  
365 as the standard to determine acceptable performance by the Contractor  
366 during the plant establishment period.

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**(K) Hydro-mulching.** Perform hydro-mulch seeding and hydro-mulching as specified in Section 641 – Hydro-mulch Seeding.

**(L) Pre-emergent Herbicide.** Broadcast granular pre-emergent herbicide over planted areas in accordance with the accepted weed control program. Do not use pre-emergent herbicide in areas where grass seed is being applied or where new plants propagate by seed.

**(M) Pruning.** Prune existing trees that will remain in landscape. Trees should be pruned prior to construction operations beginning during the construction phase.

**(1)** Remove by methods acceptable to the Engineer, no more than 20 percent of the canopy from trees, preserving natural shape and characteristics of the trees. Canopy removal shall be completed during the clearing and construction phase. Broken or badly bruised branches shall be removed with a clean cut during the construction phase, before wounds are allowed to dry out.

**(2)** Pruning work must be done by or under the direct supervision of a qualified arborist. Trim in accordance with publication ISBN 1-881956-07-5, "Tree Pruning Guidelines," of the International Society of Arboriculture. Dispose of cuttings outside the Right-of-Way as specified in Section 201.03(F) – Removal and Disposal of Material.

**(N) Watering.**

**(1)** Water all newly planted areas in quantity and frequency necessary to sustain plant growth. Install a temporary irrigation system. Contractor will be responsible for determining and establishing the water source and delivery method to the Project site. Contractor shall be responsible for obtaining and maintaining all necessary permits and agreements for the source of water for the irrigation system as well as ensuring water is delivered to the site for the duration of the project. Replace watering equipment that cause erosion or runoff. Watering equipment shall not cause any erosion or runoff. Water will be considered an incidental cost.

**(2)** If there is slope erosion or movement of silt, remove displaced material immediately. Restore areas that are eroded to a depth greater than 2-inches of original grade or width greater than 3-inches. Cost to repair erosion due to watering shall be borne by the Contractor.

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**(O) Plant Establishment Period.**

**(1)** Planting period of 90-days plus a 9-month plant establishment period as per HDOT Standard Specifications.

During plant establishment period for all sites, water, fertilize, weed, cultivate, prune plants, and apply pesticide when required. Weeding will be required for all newly planted areas. Replace plants that fail to develop healthy growth, become injured, or die. Provide replacements within 2 weeks of receiving notification from Engineer that plants are unacceptable.

**(2) Barricades.** Where safety allows, set up barricades after planting to keep foot and vehicular traffic out of newly planted areas.

**(3) Watering.** Continue watering throughout the plant establishment period with the temporary irrigation system. The cost of water use and maintaining the temporary irrigation system shall be considered incidental. Contractor shall be responsible for obtaining and maintaining all necessary permits and agreements for the source of water for the irrigation system as well as ensuring water is delivered to the site for the duration of the project. Water to keep planted areas moist but not oversaturated, and to ensure good growth. Regulate quantity and method of water being applied to prevent erosion, formation of gullies, and damage to hydro-mulch. Immediately replace or modify the watering equipment that causes erosion, runoff, formation of gullies, or damage to hydro-mulch.

**(4) Fertilizing.** In addition to fertilizing during the planting period, apply fertilizer at the rate and frequency recommended by the Soil Analysis Report as specified in Section 618 – Soil Preparation during the plant establishment period.

**(a) Native Hawaiian Plants.** Contractor shall continue to use the list of recommended fertilizers, application rates, and schedule of fertilizer application from the native Hawaiian plant nursery initially provided to the Engineer.

**(b)** Notify the Engineer, in writing, 24 hours in advance of fertilizer application. Notification shall include date of application, type of fertilizer used, quantities, and areas that were covered.

458 (c) Submit recommendations from a licensed Landscape  
459 Architect when deviating from the application rates  
460 recommended by the Soil Analysis Report. Document if  
461 rates and amounts of fertilizer deviate from manufacturer's  
462 specifications.  
463

464 **(5) Controlling Weeds.**  
465

466 (a) Keep new planting areas at least 90 percent free of  
467 weeds and grass considered undesirable by the Engineer.  
468 Remove weeds by pulling roots. Do this daily if necessary.  
469 Deposit trash in appropriate container, remove from the  
470 project site, and dispose of offsite. Chemical weed control, if  
471 chosen, shall be by method acceptable to the Engineer.  
472 Deposit pulled weeds immediately in bags to prevent the  
473 spread of weed seeds. Removed dead weeds immediately.  
474

475 (b) The Engineer will use the 90 percent weed-free site  
476 condition at the time of acceptance of the planting period as  
477 the standard for determining acceptable weed control  
478 performance by the Contractor during the plant  
479 establishment period. The Contractor shall ensure the site  
480 remains at least 90 percent free of weeds and grass  
481 considered undesirable by the Engineer for all 9-months of  
482 the plant establishment period.  
483

484 **(6) Disease or Insect Infestation.**  
485

486 (a) Inspect plants, including grass, weekly for disease or  
487 insect damage. Treat infected plants immediately with  
488 methods appropriate to control disease or insect damage. In  
489 all cases, Contractor shall follow manufacturer's  
490 specifications for application.  
491

492 (b) Remove damaged or diseased growth from trees and  
493 shrubs.  
494

495 (c) In all cases, ensure treatment of disease or insect  
496 infestation is not detrimental to the health and continued  
497 development of plants, especially native Hawaiian plant  
498 species and existing trees to remain.  
499

500 (d) Notify the Engineer, in writing, 24 hours in advance of  
501 pesticide application. Notification shall include date of  
502 application, pesticide used, quantity, and areas that were  
503 covered. Document if rates and amounts of pesticide

504 deviate from manufacturer's specifications. All personnel  
505 applying pesticides shall be certified if Restricted-Use  
506 pesticides are used.

507  
508 **(7) Dead or Dying Plants.** Immediately remove plants that are  
509 not in a vigorous, thriving condition. Replace with plants of same  
510 type and size as was originally planted.

511  
512 **(8) Stakes.** Reset plants to upright or proper growing position.  
513 Restake, tighten, or repair as necessary. Remove stakes at the  
514 conclusion of plant establishment period.

515  
516 The Engineer will credit the Contractor plant establishment days  
517 when work is done in accordance with the contract documents and when  
518 the Engineer determines that no work is required, regardless of whether  
519 the Contractor actually performs plant establishment work. The Engineer  
520 will not credit the Contractor with plant establishment days when the  
521 Engineer determines that work is necessary but the Contractor fails to  
522 adequately perform plant establishment work.

523  
524 **(P) Acceptance.** Acceptance, if granted, will be at the end of the plant  
525 establishment period. Engineer will base acceptance on 98 percent  
526 minimum coverage with health, well-established ground cover. Plants  
527 shall be in healthy growing condition and planting areas shall be 90  
528 percent weed free.

529  
530 Engineer will schedule semi-final inspection to decide acceptability  
531 90 days before end of plant establishment period. At this time, Engineer  
532 will notify the Contractor of plants that need to be replaced and other  
533 apparent deficiencies

534  
535 Final inspection will be held 90 days after Contractor provides plant  
536 replacements and achieved healthy established growth.

537  
538 **619.04 Measurement.** The Engineer will measure ground cover per each in  
539 accordance with the contract documents.

540  
541 **619.05 Payment.** The Engineer will pay for the accepted pay items listed  
542 below at the contract price per pay unit. Payment will be full compensation for  
543 the work prescribed in this section and the contract documents.

544

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

547	548 <b>Pay Item</b>	549 <b>Pay Unit</b>
550	Carex ( <i>Carex wahuensis</i> ), 6" Pot @ 24" O.C. Tri. Spacing	Each
551		
552	Kawelu Grass ( <i>Eragrostis variabilis</i> ), 6" Pot @ 24" O.C. Tri. Spacing	Each

553 Partial Payment Schedule For Planting Period With Plant Establishment  
554 Period. The Engineer will pay for:

- 555
- 556 (A) 50 percent of the contract bid price upon completion of planting.
- 557
- 558 (B) 15 percent of the contract bid price in three monthly payments of 5  
559 percent for satisfactory performance during the planting period.
- 560
- 561 (C) 16 percent of the contract bid price in eight monthly payments of 2  
562 percent for satisfactory performance during the plant establishment period.
- 563
- 564 (D) 19 percent of the contract bid price upon final acceptance at the  
565 end of the plant establishment period."
- 566

567

**END OF SECTION 619**

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

3 **SECTION 621 – INVASIVE SPECIES MANAGEMENT**  
4  
5

6 **621.01 Description.** This section describes the best management practices for  
7 the prevention, identification, control, eradication, and reporting of invasive plant  
8 and animal species (collectively, invasive species). Invasive species impacts can  
9 include damage to infrastructure, public health and safety issues, reduction of  
10 biodiversity, and reduced cover of desirable native and/or nonnative species. The  
11 material found in Section 621 – Invasive Species Management shall be applied to  
12 the following sections, as appropriate: Section 201 – Clearing and Grubbing,  
13 Sections 202 – Removal of Structures and Obstructions, 203 – Excavation and  
14 Embankment, 204 –Excavation and Backfill for Miscellaneous Facilities, 205 –  
15 Excavation and Backfill for Bridge and Retaining Structures, and 206 –Excavation  
16 and Backfill for Drainage Facilities, which cover various excavations; Section 209  
17 – Temporary Water Pollution, Dust, and Erosion Control; Section 619 – Planting;  
18 Section 641 – Hydro-Mulch Seeding; Section 642 – Landscape Maintenance; and  
19 Section 643 – Maintenance of Existing Landscape Areas.  
20

21 **(A) Definitions.** Whenever the following words, terms, or pronouns are  
22 used in contract documents, unless otherwise prescribed therein and  
23 without regard to the use or omission of uppercase letters, the intent and  
24 meaning shall be interpreted as follows:  
25

26 **(1) Alien Species.** Any species, including its seeds, eggs,  
27 spores, or other biological material capable of propagating that  
28 species, that is not native to that ecosystem.  
29

30 **(2) Botanist/Arborist.** A person with a minimum of 5 years of  
31 experience in the botanical field, including the identification,  
32 eradication, control, and reporting of invasive plant species. The  
33 CONTRACTOR's selected botanist/arborist shall be approved by the  
34 Engineer.  
35

36 **(3) Hawaii Invasive Species Council (HISC).** Inter-  
37 departmental collaboration comprised of the Departments of Land &  
38 Natural Resources (DLNR), Agriculture (DOA), Health (DOH),  
39 Transportation (DOT), Business, Economic Development & Tourism  
40 (DBEDT), and the University of Hawai'i (UH). The HISC was  
41 established in 2003 for the special purpose of providing policy level  
42 direction, coordination, and planning among state departments,  
43 federal agencies, and international and local initiatives for the control  
44 and eradication of harmful invasive species infestations throughout  
45 the State and for preventing the introduction of other invasive species  
46 that may be potentially harmful.

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**(4) Invasive Species.** An alien species whose introduction does, or is likely to, cause economic or environmental harm or harm to human health.

**(5) Invasive Species Committee (ISC).** Committees located in Hawai'i that are island-based partnerships of government agencies, nongovernmental organizations, and private businesses protecting each island from the most threatening invasive weeds and pests.

**(6) Noxious Weed.** Any plant species that is, or that may be likely to become, injurious, harmful, or deleterious to the agricultural, horticultural, aquacultural, or livestock industry of the state and to forest and recreational areas and conservation districts of the state, as regulated by the Secretary of Agriculture and the federal land management agencies and the State of Hawai'i Department of Agriculture (HDOA) Hawai'i Revised Statutes (HRS) Chapter 152. The HDOA Noxious Weed List can be found in HRS 4:6:68 (Noxious Weed Rules).

**(7) Pest.** Any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other microorganism (except viruses, bacteria, or other microorganisms on or in living humans or other living animals) that the Engineer declares to be a pest (Federal Insecticide, Fungicide, and Rodenticide Act, Section 2(t)).

**(8) Physical Construction.** Activities associated with clearing, grubbing, grading, excavating, filling of land, or other similar site work activities and that cause ground disturbance and/or site disturbance.

**(9) Propagule.** A vegetative structure that can become detached from a plant and give rise to a new plant, e.g., a bud, sucker, or spore.

**(10) Priority Invasive Plants for the State of Hawai'i Department of Transportation Construction Projects.**

**(a)** Plants and weeds identified in State of Hawai'i Department of Transportation (HDOT) contract specifications.

**(b)** Plants on the U.S. Department of Agriculture Federal Noxious Weed List and in HRS 4:6:68 (Noxious Weed Rules) *provided that* the HDOA and/or the ISC also recommend that weed as a target.

91 (c) Species identified as targets for the early detection,  
92 eradication, or containment and control by the local island ISC  
93 in each county, found at the following websites:  
94

- 95 1. Hawai'i Island: <https://www.biisc.org/>
- 96
- 97 2. Kaua'i: <https://www.kauaiisc.org/>
- 98
- 99 3. Maui: <https://mauiinvasive.org/>
- 100
- 101 4. O'ahu: <https://www.oahuisc.org/>
- 102

103 (d) Species determined by HDOT to impact roadside  
104 maintenance operations, infrastructure, or health and safety  
105 of the public (as determined by the Engineer). These species  
106 can be found in Chapter 2 of the HDOT Invasive Species  
107 Project Prioritization Plan.  
108

109 (e) Species that are actively controlled by neighboring  
110 landowners and agreed upon by the Engineer, as identified  
111 during pre-construction consultation with landowners (as  
112 applicable).  
113

114 **(11) Priority Pests for the State of Hawai'i Department of**  
115 **Transportation.**  
116

117 (a) Animals and pathogens designated as high-priority  
118 invasive species for early detection, eradication, or  
119 containment by the ISCs or HDOA in each county.  
120

121 (b) Animals and pathogens known to impact roadside  
122 maintenance operations, infrastructure, or public safety, as  
123 determined by HDOT.  
124

125 (c) Animals and pathogens that are of concern to  
126 neighboring landowners and the Engineer agrees should be  
127 targets for HDOT.  
128

129 **(12) Weed.** Any plant growing where it is not wanted, as  
130 determined by the Engineer.  
131

132 **(13) Wildlife Biologist.** A person with a minimum of 5 years of  
133 experience in the wildlife field, including identification, eradication,  
134 control, and reporting of invasive animal species. The  
135 CONTRACTOR's selected Wildlife Biologist shall be approved by the  
136 Engineer.

137 **621.02 Materials.**

138  
139 **(A) Free from Invasive Plants or Pests.** All material, including plant  
140 material, gravel, sand, and soil, provided for the project shall be free of  
141 invasive plants or pests. Such action is to prevent the introduction of  
142 invasive species onto the project site.

143  
144 **(B) Plant Material Sources.**

145  
146 **(1)** The CONTRACTOR shall buy plants propagated on the island  
147 where the plants will be planted. The CONTRACTOR shall provide  
148 the Engineer with the names of the nursery or nurseries they will use  
149 to provide landscaping plants in accordance with Section 619 –  
150 Planting. A Botanist/Arborist and a Wildlife Biologist (collectively,  
151 Biologists) shall inspect the nursery for the presence of invasive  
152 species on the property and in planting materials destined for the  
153 project site within 90 days of planting. Inspection results shall be  
154 provided to the Engineer in a report.

155  
156 **(2)** Should plants not be available on-island, imported plants from  
157 off-island may be used but shall not be brought directly to the project  
158 site. State of Hawai'i Plant Quarantine Branch–certified nurseries  
159 should be given priority when selecting off-island plant imports (State  
160 of Hawai'i Plant Industry Division 2020, available at:  
161 <https://hdoa.hawaii.gov/1pi/pq/certified-nurseries/>). These plants  
162 shall not be mixed with locally grown plants and shall be first  
163 quarantined in a location away from the project site for a period not  
164 less than 30 days in an area approved by the Engineer. Biologists  
165 shall inspect all plants imported from off-island to ensure that they  
166 are free from invasive species, such as coqui frogs  
167 (*Eleutherodactylus coqui*), fire ants (*Wasmannia auropunctata* and  
168 *Solenopsis geminata*), and weed seedlings, that could arrive  
169 inadvertently. The Biologists shall screen out any priority invasive  
170 plants or other potentially invasive plants or organisms, including  
171 imported plants that appear to be sick or carrying disease. Any plant  
172 that appears to be diseased shall be submitted to the University of  
173 Hawai'i College of Tropical Agriculture and Humane Resources  
174 extension agents for positive identification of the disease. The  
175 Biologists may also seek assistance from other organizations,  
176 including the State of Hawai'i Department of Land and Natural  
177 Resources (DLNR), HDOA, and the local island ISC in the  
178 identification or detection of non-plant invasive species. Imported  
179 plants shall be planted out only after they have been determined to  
180 be free of unwanted weeds or animal pests at the quarantine location  
181 determined by the Engineer. All pests or invasive species shall be

182 reported by calling the Hawai'i Invasive Species Council at 808-643-  
183 PEST (7378) to determine appropriate treatment.

184  
185 (3) In conjunction with Section 641 – Hydro-Mulch Seeding, a  
186 botanist/arborist shall inspect seeded areas a minimum of 45 days  
187 after hydroseed is applied.

188  
189 (C) **Construction Material.**

190  
191 (1) The Contractor shall make sure all material stockpile sites are  
192 free of invasive plants (including seeds and propagules) and  
193 animals. Stockpile site surveys shall be included in the Biologists'  
194 inventory report.

195  
196 (2) All imported materials, including gravel, soil, rock, and sand  
197 shall be free of invasive species.

198  
199 (3) All materials shall be stockpiled at a designated staging area  
200 to prevent contamination. If possible, permanent containment areas  
201 shall be constructed for long-term projects.

202  
203 (4) Stockpiles of materials such as gravel, soil, rock, and sand  
204 shall be inspected every 6 months by the Biologists to ensure that  
205 they are not encroached upon by invasive plants or animals (a buffer  
206 of 30 feet shall be maintained).

207  
208 (5) If invasive species are present, the CONTRACTOR shall  
209 either chemically or mechanically remove them, as determined by  
210 the Engineer.

211  
212 **621.03 Construction.**

213  
214 (A) **Responsibility.**

215  
216 (1) Any priority invasive plants and priority pests that establish  
217 after notice to proceed and prior to final acceptance by the Engineer  
218 that were not present before construction shall be the sole  
219 responsibility of the CONTRACTOR to remove or control.  
220 Acceptable removal is dependent on the type of species and shall be  
221 approved by the Engineer.

222  
223 (2) The CONTRACTOR shall be responsible for the control or  
224 eradication of priority invasive plants and/or priority pests that are  
225 already established at a project site before construction begins.  
226 CONTRACTOR responsibility is determined by the Engineer.

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Removal of already established species shall be paid from the force account; see Payment section below.

**(3)** The CONTRACTOR shall ensure that weed and/or pest removal is carried out in a legal manner, including obtaining all necessary training, licenses, and permits from applicable regulatory agencies for the specific methods proposed for removal and disposal of invasive species.

**(B) Inventory of Invasive Species before Physical Construction.**

**(1)** A full list of plant and animal species present at the site (botanical inventory and faunal inventory, respectively) is required for projects that have more than 1 acre or 43,560 square feet of roadside soil or vegetation and which will remain as soil or vegetation at the end of the construction project. The botanical and faunal inventory can either be combined into one report or the floral and faunal inventories can be reported on separately. Biologists shall provide one electronic copy of each inventory report to the Engineer. Botanical and faunal inventories shall be undertaken within 30 days before physical construction activities (e.g., site work, clearing, grubbing, ground disturbance, and/or any other site disturbance) are initiated. The postconstruction botanical and faunal inventories shall be undertaken during the Plant Establishment Period, which extends 9 months from the accepted completion date of the Planting Period. See Section 619 – Planting for definitions on the Planting Period and the Plant Establishment Period. The botanical and faunal inventory of the right-of-way shall be done by Biologists hired by the CONTRACTOR. The botanical inventory report shall include scientific names of plant species and their abundance (area covered and/or number of plants, as appropriate, depending on growth form). For priority invasive plants, the inventory shall provide details on GPS location (NAD 83) and reproductive status: mature (reproductive parts present) or immature. For priority invasive animals, the inventory shall include scientific names of faunal species and shall provide details on GPS location (NAD 83) and individual(s) detected.

**(2)** The Biologists shall inventory and report any priority invasive plants and/or priority invasive pests within 30 feet of any proposed on-site stockpiles for gravel, sand, and soil that may be sourced for the construction project.

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**(C) Invasive Species Removal Plan.**

**(1)** If invasive species are found before physical construction, including within 30 feet of material stockpile locations, the CONTRACTOR shall submit an invasive species removal plan for approval by the Engineer. This plan shall include specific removal methods for all priority invasive species identified by the Engineer, such as physical removal and/or chemical treatments, and a detailed post-removal monitoring plan. The plan should address how to prevent the spread of the invasive species if not removed. A cost to remove and a cost to prevent the spread shall be submitted by the CONTRACTOR. Preparation of the removal plan will be paid for from the force account.

**(2)** If the invasive species is/are not removed prior to physical construction, the CONTRACTOR shall surround areas of all invasive plants with a protective 4-foot-high, orange plastic mesh or equivalent fence accepted by the Engineer, supported on a minimum 6-foot-long steel T-post. The CONTRACTOR shall provide signage on the fence that states “not to disturb or work within the fenced area.” Fences shall be erected before removal work begins and shall not be removed until removal work is completed. For trees or shrubs, flagging tape can be used to mark plants. The CONTRACTOR shall contact the local island ISC to determine the best method to contain invasive animals.

**(D) Removal of Priority Invasive Species Found before Physical Construction.**

**(1)** The CONTRACTOR shall be required to remove invasive plants and/or priority pests present at the site after approval of the removal plan or implement mitigation measures to prevent their spread. Removal of invasive species present prior to construction will be paid from the force account. Removal shall be completed prior to any physical construction at the project site.

**(2)** The CONTRACTOR shall be responsible for ensuring the plant and animal removal is carried out in a legal manner, including obtaining all necessary training, licenses, and permits from applicable regulatory agencies for the specific methods proposed for clearing and removing invasive species.

**(3)** If pesticides are proposed for use in the removal plan, the CONTRACTOR shall ensure that their application is supervised by a licensed commercial applicator. The labels for pesticides being used must be in the applicator’s possession; the applicator shall have

316 proper safety equipment and be prepared to handle chemical spills  
317 before they occur. The CONTRACTOR shall use the least toxic  
318 chemical that shall achieve the desired results. If a chemical spill  
319 occurs, the Engineer must be notified, and the proper authorities  
320 shall be notified in accordance with the pesticide label requirements.  
321 A record of chemical applications shall be kept by the commercial  
322 applicator and submitted to the Engineer.

323  
324 **(4)** Green waste resulting from invasive species removal shall be  
325 disposed in a manner that will prevent spread by seeds or regrowth  
326 from plant fragments. Material contaminated with invasive species  
327 shall be covered and secured during transport to prevent other areas  
328 from becoming contaminated. In addition, seeds and fruit shall be  
329 placed and secured in bags by the CONTRACTOR. As determined  
330 by the Engineer, plant material shall be incinerated or buried in a  
331 landfill.

332  
333 **(E) Post-removal Monitoring and Inspection.** A Biologist shall carry  
334 out post-removal monitoring at least every 6 months to confirm that  
335 the removal plan was successfully implemented. The post-removal  
336 monitoring is intended to ensure that the treated areas remain free  
337 of invasive species during the construction. Before handing the site  
338 over to the Engineer, the CONTRACTOR shall perform an inspection  
339 of the entire construction site. The Engineer shall determine whether  
340 the CONTRACTOR has met the responsibilities for invasive species  
341 removal based on the post-removal inspection report.

342  
343 **(F) Decontaminating Equipment, Machinery, and Vehicles.**

344  
345 **(1) Clean Equipment.**

346  
347 **(a)** All CONTRACTOR equipment and vehicles shall arrive  
348 at the work site clean and visibly free of any soil, plants, or  
349 plant parts (e.g., seeds); insects and insect eggs; reptiles and  
350 amphibians and their eggs; or any other invasive species.  
351 Routine clean-down procedures shall be implemented to  
352 prevent contaminants from building up using visible inspection  
353 and power washing equipment. All equipment cleaning and  
354 sanitation shall be incidental to the lump-sum pay items.

355  
356 **(b)** The CONTRACTOR shall certify that equipment is  
357 arriving free of soil and debris capable of transporting viable  
358 invasive plant parts, seeds, or propagules, or invasive  
359 animals. The CONTRACTOR shall provide the Engineer with  
360 sequentially numbered decals and an accompanying  
361 spreadsheet with the decal numbers indicated in one column

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and subsequent column headings for the date of inspection and license plate number. Decals shall include the contract number and be consistent with the format supplied by the Engineer. The CONTRACTOR shall place the decal on construction project machinery and vehicles, and the Engineer will initial and date the decal after an inspection determines that the vehicles are acceptably clean. After initialing the decal on the vehicle/ machinery, the Engineer will use the submitted spreadsheet to record the date of inspection and license plate number. The CONTRACTOR shall remove the decal after project completion.

**(c)** Vehicles or equipment that are off-site for 1 or more working days shall be cleaned and inspected at least once prior to their arrival at site. For other vehicles left on-site, the CONTRACTOR shall attempt to maintain reasonable standards of vehicle hygiene, and frequency of inspection will be determined by the Engineer.

**(d)** All vehicles and equipment brought in for construction work from off-island are required to be thoroughly washed at the port of export before they arrive at the project site. If invasive species are found at the project site, all vehicles that are deemed to be contaminated by the Engineer must be washed before leaving the project site and being returned to its island of origin, or if not feasible or appropriate at the project site, then at an approved alternative site.

**(e) Cleaning Stations.**

**1.** The Engineer will designate a cleaning station for the project site. The location of cleaning stations shall be recorded using a GPS unit and provided to the Engineer. The Engineer will consider the following when selecting and approving a cleaning station at the project site:

**a.** The cleaning stations shall not contribute to further contamination of machinery. To prevent this, gravel or other appropriate material shall be used to minimize contact with mud or dirt, which may contain invasive plant seeds.

**b.** Cleaning stations shall be located in low-value areas (e.g., away from native vegetation) or off-site.

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**c.** The designated cleaning area must provide an environment for operators to safely undertake clean-down procedures (i.e., is safe for road traffic and personnel).

**d.** Cleaning station locations must be clearly posted with signs that say: "Cleaning Station."

**2.** The CONTRACTOR shall only use designated cleaning stations at the project site to decontaminate equipment, machinery, and vehicles. All earthwork equipment shall be cleaned and be completely free of soil, seeds, vegetative matter, or other debris that could contain plant seeds or propagules prior to arrival and/or before leaving the project site. Manual clean-down procedures consist of using hand tools such as brushes, brooms, air compressors, vacuums, and/or high-pressure water guns. If using high-pressure water, apply only as much water as needed to avoid unnecessary run-off. As part of the cleaning, the CONTRACTOR must pay particular attention to key areas such as the chassis and wheels. A clean-down checklist for vehicles shall include the following:

**a.** Underside: wheels, rollers, tracks, wheel arches, wheel trim, bumpers, mud flaps, tire rims, axle, differentials, and spare tire

**b.** Digging apparatus, blades, and buckets

**c.** Interior: foot wells, carpets, and under mats

**d.** Engine bay: radiator, air filters, grille, recess under windscreen wipers, and transmission gearbox

**e.** Tray and trunk (for soil, seed, and plant material)

**3.** The CONTRACTOR shall clean and inspect equipment before it arrives at the project site. Equipment shall be considered free of soil, seeds, and other such debris after a visual inspection confirms it.

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Visual inspection shall include the complete exterior, including undercarriages, tires, wheel wells, and grille. Disassembly of equipment components or specialized inspection tools are not required. The Engineer will maintain a log of vehicle inspections. Earthwork equipment shall not be allowed to operate within the state right-of-way until approved by the Engineer.

4. Priority pests found hitchhiking on equipment shall be reported to HDOA by calling 808-643-PEST (7378).

5. Equipment shall not be sprayed with pesticides as a preventative measure. Spraying equipment with pesticides is not consistent with label specifications. Additionally, many pesticides target a wide range of vegetation and invertebrates and using pesticides in this way may harm nontarget vegetation and invertebrates.

6. The CONTRACTOR shall thoroughly inspect seeding equipment prior to conducting seeding activities to ensure they are free of invasive plant propagules.

**(G) Ensuring No Invasive Species Become Established during Construction.**

(1) The CONTRACTOR is responsible for keeping the construction site free of invasive species. Monitoring shall be carried out by the CONTRACTOR after removal of invasive species found prior to construction, every 6 months during construction, after physical construction, and after the Plant Establishment Period, before handing the site over to the State. This monitoring shall be undertaken by a Botanist/Arborist for invasive plants and a Wildlife Biologist for invasive animals who shall provide an inventory report which will include scientific names of plant and animal species and their abundance (e.g., area covered and/or number of plants, as appropriate, depending on growth form; and number of individual animals detected). The invasive species inventory report can either report on invasive plants and animals separately or joined as a single document. The report for priority invasive plants shall provide GPS (NAD 83) locations and reproductive status, and the report for priority invasive pests shall provide GPS (NAD 83) locations and the number of individuals detected. Each Biologist shall provide one electronic copy of each inventory report to the Engineer.

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(2) Invasive Species Information Signage at the Project Site. Invasive species and noxious weed signage shall be prominently posted at the CONTRACTOR’s workplace and at the project site. Signage shall include one laminated 8.5 × 11–inch color page for each HDOT priority invasive species relevant to the project site. The CONTRACTOR may obtain free digital files with invasive species photographs that shall be printed and laminated for use on the project site; these are available at: <http://www.hawaiiinvasivespecies.org>. All signage shall include “Call 808-643-PEST (7378).”

(3) Training. HDOT and the CONTRACTOR’s field staff shall attend a mandatory training by biologists knowledgeable about invasive plants and animals about on-site decontamination protocols, identification of priority invasive species and pests, and reporting procedures, once annually (or prior to any physical construction). The local island ISC should be contacted for training information. Trainers shall record the name and date of training for those individuals that complete the training, which shall be provided to the Engineer upon request.

(4) Unannounced Inspections. The CONTRACTOR shall provide unfettered access to the state right-of-way to any ISC staff, HDOA staff, or anyone else acting for the Engineer for the purpose of detecting or monitoring invasive species.

**(H) Post-Physical Construction Prior to Returning the Site to the State—Post-Construction Inventory.** The CONTRACTOR shall conduct a post-construction invasive species inventory to verify and confirm that the CONTRACTOR maintained the site in the original condition after the initial removal of invasive species was conducted. If additional invasive species are found, the CONTRACTOR would be responsible to develop a removal plan, remove the invasive species found, and conduct post-removal monitoring at their own expense. The removal plan shall be subject to Engineer approval.

**621.04 Measurement.**

**(A) Lump Sum Work – Invasive Species Control Measures and Monitoring During Construction and Post-Construction.** The following work shall be measured on a lump sum basis and shall constitute full compensation for all labor, materials, equipment, and incidentals necessary to perform invasive species control and monitoring during the construction period and through the post-construction inventory:

- 546 (1) Inventory of invasive species before physical construction,  
547 including botanical and faunal surveys required under Subsection  
548 621.03(B).  
549  
550 (2) Invasive species control measures during construction, including  
551 but not limited to:  
552  
553 a. Routine monitoring every 6 months during construction  
554 as required in Subsection 621.03(G).  
555  
556 b. Installation and maintenance of invasive species  
557 information signage.  
558  
559 c. Annual decontamination and identification training for  
560 CONTRACTOR and HDOT field staff.  
561  
562 d. Equipment, vehicle, and machinery cleaning and  
563 certification procedures required under Subsection 621.03(F).  
564  
565 (3) Post-Construction invasive species inventory prior to returning  
566 the site to the State, as required in Subsection 621.03(H).  
567

568 Measurement for payment will not apply to these items. Payment will be  
569 made at the contract lump sum price bid for invasive species management.  
570

571 **(B) Force Account Work – Removal Planning, Pre-Construction**  
572 **Removal, and Post-Removal Monitoring.** The following work shall be  
573 measured and paid under force account in accordance with Subsection  
574 109.06 – Force Account Provisions and Compensation:  
575

- 576 (1) Development of the invasive species removal plan, including  
577 identification of removal methods, containment measures, and  
578 post-removal monitoring requirements as described in  
579 Subsection 621.03(C).  
580  
581 (2) Removal of invasive species present before physical construction  
582 and not part of the projects physical construction work, including  
583 chemical or mechanical treatment, containment fencing, and  
584 proper disposal as required in Subsection 621.03(D).  
585  
586 (3) Post-removal monitoring performed to confirm successful  
587 implementation of the removal plan during the construction  
588 period, as required in Subsection 621.03(E).  
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590 The Engineer will measure and document all removal planning, removal  
591 work, and post-removal monitoring performed under force account.

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**621.05 Payment.** The Engineer will pay for the accepted invasive species management on a contract lump-sum basis after the final acceptance of the project. Payment will be full compensation for the work prescribed in this section and the contract documents.

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

<b>Pay Item</b>	<b>Pay Unit</b>
Inventory of Invasive Species before Construction	Lump sum
Invasive Species Removal Plan	Force account
Removal of Plants and Animals Established before Physical Construction or Site Work, Post Removal Monitoring	Force account
Monitoring of Invasive Species During and After Construction	Lump sum
Post-Construction Inventory Prior to Returning the Site to the State	Lump sum

An estimated amount for the force account is allocated in the proposal schedule under Existing Invasive Species Removal, which includes the Invasive Species Removal Plan and the Removal of Plants and Animals Established before Physical Construction or Site Work, Post-removal Monitoring. The actual amount to be paid will be the sum shown on accepted force account records, whether this sum is more or less than the estimated amount allocated in the proposal schedule.

**END OF SECTION 621**

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.** The work prescribed in this section shall be incidental to the various contract items. Measurement for payment shall not apply.

**636.05 Payment.** The work prescribed in this section shall be incidental to the various contract items and shall not be paid for separately.”

**END SECTION 636**



47 Soil and Section 618 – Soil Preparation and use the report to determine  
48 quantity and ratio of fertilizer for sustained growth of grass. Submit  
49 recommendations from a licensed Landscape Architect or from the  
50 laboratory that performed the Soil Analysis Report.

51  
52 **(C) Mulch.** Mulch (e.g. paper or virgin wood cellulose fiber mulch)  
53 shall be specially processed fiber containing no growth or germination  
54 inhibiting components. It shall be such that after addition and agitation in  
55 hydro-mulch seed equipment with seed, pre-plant fertilizer, water, and  
56 other additives not detrimental to plant growth, the fibers will form a  
57 homogeneous slurry. The Engineer-accepted hydro-mulch seeding  
58 equipment shall be capable of mixing all the necessary ingredients to a  
59 uniform mixture and to apply the slurry to provide uniform coverage.  
60 Fertilizer and mulch mix shall be applied in one operation by approved  
61 hydraulic equipment. The equipment shall have a built-in agitation system  
62 with an operating capacity sufficient to keep the mix in uniform distribution  
63 until pumped from the tank. Distribution and discharge lines shall be large  
64 enough to prevent stoppage and shall be equipped with hydraulic  
65 discharge spray nozzles which provide a uniform distribution to the slurry.  
66 In every application, the Contractor shall attain complete coverage of the  
67 soil.

68  
69 Application Rate Per Acre:  
70 1,700 lbs. Mulch, Cellulose Wood Fiber  
71 80 lbs. Common Bermuda Grass Seed  
72 Recommended Fertilizer Rate and Type Per Soil  
73 Analysis Report  
74

75 **(D) Gypsum-Based Geobinder.** Gypsum-based geobinder shall be a  
76 cementitious binder which, when mixed with water and mulch, forms an  
77 erosion resistant crust. The gypsum-based geobinder shall be processed  
78 to be composed of a crushed, dry calcium sulfate hemihydrate ( $\text{Ca SO}_4 \bullet$   
79  $\frac{1}{2} \text{H}_2\text{O}$ ) having a purity of not less than 88% and combined with necessary  
80 additives, such as curing agents, retardants, and accelerators. The  
81 gypsum-based geobinder shall be formulated from a naturally occurring  
82 (quarried or mined), high purity gypsum source. The gypsum-based  
83 geobinder shall be non-toxic, non-combustible, and applied per  
84 manufacturer's specifications.

85  
86 The processed gypsum-based geobinder, plus necessary additives,  
87 shall be furnished in bags and labeled as to its intended use/application,  
88 purity (%), dry weight, and source of manufacturer. Gypsum-based  
89 geobinder that has become partially air set, lumpy or caked, shall not be  
90 used.  
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**(E) Hydro-Mulch Mix With Geobinder (No Grass Seed).** Mulch (paper or virgin wood cellulose fiber mulch) shall be specially processed fiber containing no growth or germination inhibiting components. It shall be such that after addition and agitation in hydro-mulch seed equipment with, pre-plant fertilizer, water, gypsum based binder, and other additives not detrimental to plant growth, the fibers will form a homogeneous slurry. The hydro-mulch seed equipment shall be capable of mixing all the necessary ingredients to a uniform mixture and to apply the slurry to provide uniform coverage. Fertilizer and mulch mix shall be applied in one operation by approved hydraulic equipment. The equipment shall have a built-in agitation system with an operating capacity sufficient to keep the mix in uniform distribution until pumped from the tank. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with hydraulic discharge spray nozzles, which provide a uniform distribution to the slurry. In every application, the Contractor shall attain complete coverage of the soil.

Suggested Application rate per acre:  
6,000 lbs. Gypsum-based geobinder  
1,700 lbs. Mulch, Cellulose wood fiber  
Recommended fertilizer rate and Type Per Soil  
Analysis Report

**(F) Hydro-Mulch Mix With Geobinder (With Grass Seed).** Mulch (paper or virgin wood cellulose fiber mulch) shall be specially processed fiber containing no growth or germination inhibiting components. It shall be such that after addition and agitation in hydro-mulch seed equipment with seed, pre-plant fertilizer, water, gypsum based binder, and other additives not detrimental to plant growth, the fibers will form a homogeneous slurry. The hydro-mulch seed equipment shall be capable of mixing all the necessary ingredients to a uniform mixture and to apply the slurry to provide uniform coverage. Fertilizer and mulch mix shall be applied in one operation by approved hydraulic equipment. The equipment shall have a built-in agitation system with an operating capacity sufficient to keep the mix in uniform distribution until pumped from the tank. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with hydraulic discharge spray nozzles, which provide a uniform distribution to the slurry. In every application, the Contractor shall attain complete coverage of the soil.

131 Suggested Application rate per acre:  
132 6,000 lbs. Gypsum-based geobinder  
133 1,700 lbs. Mulch, Cellulose wood fiber  
134 100 lbs. Recommended fertilizer rate 10-30-10  
135 80 lbs. Common Bermuda Grass Seed  
136 Recommended Fertilizer Rate and Type Per Soil  
137 Analysis Report  
138

139 **(G) Soil and Mulch Tackifier.** Tackifier used with mulch shall be  
140 hydrocolloidal, organic, or anionic polyacrylamide.  
141

142 **(1) Hydrocolloidal Tackifier.** Hydrocolloidal tackifier shall be  
143 formulated for use with hydraulically planted grass seed or stolons,  
144 alone or in combination with fertilizer, wood fiber mulch, and other  
145 additives acceptable to the Engineer. Tackifier shall consist of at  
146 least three different but complimentary hydrocolloids, two of which  
147 shall be Glactomannan and Plantago Ovata. Latter component  
148 shall have muciloid content of at least 85 percent.  
149

150 Tackifier shall be applied at rate of 125 pounds per acre,  
151 shall be pH stable with fertilizer, and shall hydrate and disperse in  
152 mixing tank with water and other materials to form homogeneous  
153 slurry. Tackifier shall leave loose, chain-like stabilizing film on  
154 surface of soil, allow moisture to percolate into soil during seed  
155 germination and seedling growth, and break itself down through  
156 microbial action. Tackifier shall not inhibit plant germination or  
157 growth.  
158

159 **(2) Organic Tackifier.** Organic tackifier shall be starch-based  
160 tackifier formulated for use with conventional mulches. Active  
161 ingredient in tackifier shall be 100 percent derived from plant  
162 starch.  
163

164 Dry powder tackifier shall be blended with insolubilizer. After  
165 blending and mixing with water, tackifier shall swell, become sticky,  
166 and be suitable for use during heavy rain. Tackifier shall be applied  
167 at rate of 125 pounds per acre. Emulsion shall cure on surface of  
168 soil and become insoluble. Tackifier shall not inhibit plant  
169 germination or growth.  
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**(3) Anionic Polyacrylamide Tackifier.** Anionic Polyacrylamide tackifier shall be specifically formulated for hydroseeding and erosion/sediment control. Anionic Polyacrylamide tackifier shall consist of 90 percent or greater sodium acrylate/acrylamide polymer. Anionic Polyacrylamide tackifier must be anionic with a charge density of 8 to 35 percent by weight and have a molecular weight of 6 to 24 Mg/mole. Mixture must be non-combustible.

Must be accompanied by MSDS and toxicity information from manufacturer that the Anionic Polyacrylamide tackifier and any required additives are non-toxic to aquatic biota. Cationic Polyacrylamide is strictly not allowed.

Anionic Polyacrylamide tackifier shall be applied at a rate of 10 to 20 pounds per acre. Anionic Polyacrylamide tackifier shall be mixed in accordance with all Occupational Safety and Health Administration (OSHA) MSDS requirements and the manufacturer's recommendations for the specified use conforming to all Federal, State and local laws, ordinances, rules, and regulations.

**(H) Herbicides.** Submit a weed control program to the Engineer for review and acceptance prior to construction. Chemical herbicides shall contain either or both glyphosate and cacodylic acid. Use only State Department of Agriculture approved herbicides.

Manufacturer's instructions for applying herbicides shall be followed. Adjustments shall be made for field conditions. Chemical herbicides shall be applied using photosensitive dye that does not stain concrete or painted surfaces, will not injure plants and animals, and disappears within three days after spraying. Application shall be between 8:30 a.m. and 3 p.m. on normal State work days only. Herbicide application shall not be done when wind is brisk, when raining, or when rain is expected. Avoid applying herbicide in areas where herbicide can enter storm drainage system or receiving waters. Records shall be kept by Contractor of dates of herbicide application, type of herbicide or pesticide used, quantities, and areas that were covered. Submit records to the Engineer within 24-hours of application.

**(1) Pre-emergent Herbicide.** Pre-emergent herbicide may only be applied where no grass seed is used or where new plants do not propagate by seeding. Pre-emergent herbicides shall be used to control weeds by absorption, including through plant's root system. Label of herbicide shall indicate that product is environmentally safe and non-toxic to humans and animals.

216                   **(2) Selective, Post-emergent Granular Herbicide.** Selective,  
217 post-emergent granular herbicide shall be used to control annual  
218 grasses and broadleaf weeds in turf and wide variety of woody  
219 ornamentals, shrubs, vines, and trees. Product shall kill young  
220 seedlings on contact during germination.

221  
222                   **(3) Post-emergent, Non-granular Herbicide.** Post-emergent,  
223 non-granular herbicide shall be used to control weeds by  
224 absorption, including through roots of plant. Label of herbicides  
225 shall indicate that product is environmentally safe and non-toxic to  
226 humans and animals.”

227  
228 **(III) Amend Subsection 641.03 Construction** by revising lines 100 to 171 to  
229 read as follows:

230  
231                   **“(A) Preparation of Slope and Hydro-Mulching.** For PID 207 slope  
232 preparation will be limited to clearing and no grubbing will be required.  
233 For PID 416, clear and grub in accordance to Section 201 – Clearing and  
234 Grubbing.

235  
236                   The Engineer will inspect slopes to ensure that surface and  
237 subsurface water are properly collected and disposed of and areas to be  
238 planted are protected from erosion. Acceptance for planting does not  
239 relieve the Contractor of responsibility for repair of slope damage until  
240 planted areas are accepted as described in Subsection 641.03(F) –  
241 Acceptance. Following the Engineer’s acceptance of the area(s), the  
242 Contractor shall begin hydro-mulch seeding of the accepted slopes  
243 promptly.

244  
245                   When hydro-mulch seeding is done in conjunction with erosion  
246 control matting, install hydro-mulch seeding and erosion control matting in  
247 the order recommended by the erosion control matting manufacturer. If  
248 hydro-mulch seeding areas are damaged, repair damaged hydro-mulch  
249 seeding areas immediately.

250  
251                   Adjust planting work for conformance with ground and weather  
252 conditions. Water area so that plants have healthy growth if there is  
253 insufficient rainfall.

254  
255                   **(B) Seeding.** Apply seeded mulch within the timeframe in Subsection  
256 209.03(B) – Construction Requirements, if temporary stabilization will not  
257 be utilized, after completion of slopes or portion of slope when exposed  
258 face attains height of 15 feet. Notify Engineer not less than 24 hours  
259 ahead of hydro-mulch seeding operations. Do not perform hydro-mulch  
260 seeding until the Engineer inspects and accepts areas for planting.

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**(1) Hydro-Mulch Seeding of Level (Maximum 3H:1V) Planting Areas:** Hydro-mulch seeding mix with geobinder of level planting areas shall consist of thoroughly mixing the grass seed, hydro-mulch fibers, geobinder, tackifier, required additives, pre-plant fertilizer, and spraying the hydro-mulch slurry mixture over the areas to be planted.

**(2) Hydro-Mulching on Slopes (Greater Than 3H:1V) With Hydro-Mulch Mix With Geobinder (No Grass Seed):** Hydro-mulching on slopes with hydro-mulch mix with geobinder shall consist of thoroughly mixing the hydro-mulch fibers, geobinder, tackifier, pre-plant fertilizer, and spraying the hydro-mulch slurry mixture over all sloped areas. Apply in accordance with Subsection 641.02(E) Hydro-Mulch Mix With Geobinder (No Grass Seed). In every application, the Contractor shall attain complete coverage of the soil.

**(C) Hydro-Mulch Seeding Application.** The Contractor shall utilize “hydro-mulch” equipment in applying the hydro-seed and hydro-mulch.

**(1) Hydro-Mulch Seeding of Level (Maximum 3H:1V) Planting Areas.** When hydraulically sprayed on the soil, the hydro-mulch fibers shall form a blotter-like ground cover, which readily absorbs water and allows infiltration to the underlying soil. In every application, complete and even coverage of the soil shall be attained. Use water at the rate of 25 gallons per 1,000 square feet (1,000 gallons per acre).

When hydro-mulch seeding is done in conjunction with erosion control matting, install hydro-mulch seeding to completion and follow with erosion control matting within 24 hours. Erosion control matting shall be installed in accordance with Section 659 – Erosion Control Matting.

Water within 2 hours after planting to moisten the soil and mulch. Continue watering as necessary to ensure proper germination and growth. Ensure mulch is moist but not overly saturated. Install a temporary irrigation system. Contractor shall be responsible for determining and establishing the water source and delivery method to the Project site. Cost of establishing and maintaining the water source for irrigation shall be considered incidental to the Project. Watering equipment shall not cause any erosion or runoff. Replace watering equipment that cause erosion or runoff.

307 If there is slope erosion or movement of silt remove  
308 displaced material immediately.

309  
310 Cost to repair erosion, damage to erosion control matting,  
311 and damage to hydro-mulch, due to watering shall be borne by the  
312 Contractor with no additional compensation from the State.

313  
314 Water and watering system will be considered an incidental  
315 cost.

316  
317 Implement accepted weed control program. Chemical  
318 herbicides shall be applied in accordance with Subsection  
319 641.02(H) – Herbicides.

320  
321 **(2) Hydro-mulch Test Strip.** Install a test strip for each type of  
322 hydro-mulch mix to demonstrate the ability to do the work and to  
323 show what an area will look like with the acceptable and required  
324 application rate is used. One tank full of each hydro-mulch mix  
325 shall be installed by the hydro-mulch application equipment that will  
326 be used for the work. The test strip area shall be a marked-out  
327 area that will indicate the area one tank full shall cover at the  
328 required rate of application. The test strip will be done in the  
329 presence of the Engineer. No hydro-mulching shall be done until  
330 the test strip using the mix is accepted by the Engineer.

331  
332 **(D) Planting Period.** Adjust planting work for conformance with ground  
333 and weather conditions. Planting period extends 90 days from date  
334 Engineer accepts site. Planting period shall not start until all grass in the  
335 area is planted and accepted by the Engineer. During the planting period  
336 provide 98 percent coverage with 5-inch tall healthy grass within 90 days.

337  
338 Reseed areas after 30 days that do not show thorough “catch” in  
339 accordance with Subsection 641.03(B) – Seeding and Subsection  
340 641.03(C) – Hydro-Mulch Seeding Application until the Engineer  
341 determines there is satisfactory growth.

342  
343 Reseeding will not be required where solid rock is encountered or  
344 if the Engineer determines that planting is unattainable by the means used  
345 in this contract.

346  
347 Areas utilizing hydro-mulch mix with geobinder seeding mix shall  
348 use the same hydro-mulch mix with geobinder seeding mix if hydro-mulch  
349 fails to adhere to the slope surface before installation of erosion control  
350 mat. Re-apply hydro-mulch mix with geobinder seeding mix in  
351 accordance with Subsection 641.03(C) - Hydro-Mulch Seeding Application  
352 until the Engineer determines there is satisfactory coverage of the slope.

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During this period, the Contractor shall be responsible for all newly planted areas. This shall include watering, weeding, fertilizing, mowing, removal and disposal of trash and debris, insects and disease control and protection.

Water all newly planted areas in quantity and frequency necessary to sustain plant growth. Install a temporary irrigation system. Contractor will be responsible for determining and establishing the water source and delivery method to the Project site. Contractor shall be responsible for obtaining and maintaining all necessary permits and agreements for the source of water for the irrigation system as well as ensuring water is delivered to the site for the duration of the project. Watering equipment shall not cause any erosion or runoff. Replace or modify watering equipment that cause erosion or runoff. Water will be considered an incidental cost.

Keep new planting areas at least 90 percent free of weeds and grass considered undesirable by the Engineer. Remove weeds by pulling roots. Do this daily if necessary. Deposit trash in appropriate container, remove from the Project site, and dispose of offsite. Chemical weed control, if chosen, shall be by method acceptable to the Engineer. Keeping new planting areas at least 90 percent free of weeds and grass considered undesirable by the Engineer is required as a condition of acceptance for the planting period. The Engineer will use the 90 percent weed-free condition of the site at the end of the planting period as the standard to determine acceptable performance by the Contractor during the plant establishment period.

Apply fertilizer at a rate and frequency recommended by the Soil Analysis Report.

The Engineer will extend the planting period at no cost to the State if the planting does not conform to the contract.

**(E) Plant Establishment.**

Planting period of 90-days plus a 9-month plant establishment period as per HDOT Standard Specifications.

During plant establishment period cut grassed areas with accepted equipment when planting reaches average height of 2 inches or as directed by the Engineer. Cut the grass to maintain a minimum height of 2 inches and ensure that such operations do not disturb the hydro-mulch mixture or damage the erosion control matting. Replace grass the Engineer considers unsuitable or sick. Replacement of grass will not be

399 required where solid rock is encountered or if the Engineer determines  
400 that planting is unattainable by the means used in this contract.

401  
402 Continue watering throughout the plant establishment period with  
403 temporary irrigation system. Cost of water use and maintaining the  
404 irrigation system shall be considered incidental. Contractor shall be  
405 responsible for obtaining and maintaining all necessary permits and  
406 agreements for the source of water for the irrigation system as well as  
407 ensuring water is delivered to the site for the duration of the project.  
408 Water to keep planted areas moist but not oversaturated and to ensure  
409 good growth. Regulate quantity of water being applied to prevent erosion  
410 and formation of gullies. Watering equipment shall not cause any erosion  
411 or runoff. Immediately replace or modify watering equipment that causes  
412 erosion, runoff, or formation of gullies.

413  
414 Remove and dispose of trash and debris. Provide insect and  
415 disease protection and control. Continue weed control program.

416  
417 Keep new planting areas at least 90 percent free of weeds and  
418 grass considered undesirable by the Engineer for the duration of the plant  
419 establishment period. Remove weeds by pulling roots. Do this daily if  
420 necessary. Deposit trash in appropriate container, remove from the  
421 Project site, and dispose of offsite. Chemical weed control, if chosen,  
422 shall be by method acceptable to the Engineer.

423  
424 The Engineer will use the 90 percent weed-free site condition at the  
425 time of acceptance of the planting period as the standard for determining  
426 acceptable weed control performance by the Contractor during the plant  
427 establishment period. The Contractor shall ensure the site remains at  
428 least 90 percent free of weeds and grass considered undesirable by the  
429 Engineer for all 9 months of the plant establishment period.

430  
431 In addition to fertilizer that is applied during planting period, fertilize  
432 plantings at the rate recommended by the Soil Analysis Report at least  
433 four times, no closer than 2-1/2 months apart, unless Soil Analysis Report  
434 recommends otherwise. Notify the Engineer 24 hours before applying  
435 fertilizer. Notification shall include date of application, type of fertilizer  
436 used, quantities, and areas that were covered. Submit recommendations  
437 from a licensed Landscape Architect when deviating from the application  
438 rates recommended by the Soil Analysis Report. Document if rates and  
439 amounts of fertilizer deviate from manufacturer's specifications.

440

441 The Contractor shall provide up to 3 additional hydro-mulch  
442 seeding applications during the plant establishment period. The Engineer  
443 may direct the Contractor to apply hydro-mulch seeding to specific  
444 locations or complete coverage of the Project area. Additional  
445 applications of hydro-mulch seeding will not apply if the Engineer  
446 determines the initial application provides sufficient coverage.  
447

448 The Engineer will credit the Contractor plant establishment days  
449 when work is done in accordance with the contract documents and when  
450 the Engineer determines that no work is required, regardless of whether  
451 the Contractor actually performs plant establishment work. The Engineer  
452 will not credit the Contractor with plant establishment days when the  
453 Engineer determines that work is necessary, but the Contractor fails to  
454 adequately perform plant establishment work.  
455

456 **(F) Acceptance.** Cut grassed areas with accepted equipment and  
457 remove and dispose of trash and debris before requesting inspection for  
458 acceptance. Do not cut or trim grass shorter than 2 inches in height. The  
459 Engineer will base acceptance on 98 percent coverage of the site at the  
460 end of the establishment period. Coverage is defined as the sum total of  
461 grass, at least 2 inches tall at the end of the plant establishment period.  
462 Contractor shall not disturb, damage, or displace the hydro-mulch mixture  
463 or erosion control matting. No 100 square foot area shall show more than  
464 2 cumulative square feet devoid of grass growth, unless the Engineer  
465 determines that the coverage is unattainable by the means used in this  
466 contract. Site shall be 90 percent weed free at the end of the plant  
467 establishment period.”  
468

469 **(IV) Amend Subsection 641.04 Measurement** by revising lines 173 to 174 to  
470 read as follows:  
471

472 **“641.04 Measurement.**

473  
474 **(A)** The Engineer will measure hydro-mulch seeding mix applications  
475 (with grass seed, no geobinder) per square yard in accordance with the  
476 contract documents.  
477

478 **(B)** The Engineer will measure hydro-mulching with geobinder  
479 applications (no grass seed) per square yard in accordance with the  
480 contract documents.  
481

482 **(C)** The Engineer will measure additional applications of hydro-mulch  
483 seeding mix applications that are required and requested by the Engineer  
484 on a force account basis in accordance with Subsection 109.06 – Force  
485 Account Provisions and Compensation.”  
486

487 (V) Amend **Subsection 641.05 Payment** by revising lines 176 to 185 to read  
488 as follows:

489  
490 **“641.05 Payment.** The Engineer will pay for the accepted hydro-mulch seeding  
491 mix applications (with grass seed, no geobinder) at the contract price per unit, as  
492 shown in the proposal schedule. Payment will be full compensation for the work  
493 prescribed in this section and contract documents.

494  
495 The Engineer will pay for the accepted hydro-mulch seeding mix applications (no  
496 grass seed) at the contract price per unit, as shown in the proposal schedule.  
497 Payment will be full compensation for the work prescribed in this section and  
498 contract documents.

499  
500 The Engineer will pay for the following pay item when included in proposal  
501 schedule:

502	503 <b>Pay Item</b>	504 <b>Pay Unit</b>
505	Hydro-Mulch With Geobinder (No Grass Seed)	Square Yard
506		
507	Hydro-Mulch With Grass Seed (No Geobinder)	Square Yard
508		
509	Additional Hydro-Mulch With Geobinder Without Grass 510 Seed Mix Applications	Force Account
511		
512	Additional Hydro-Mulch With Grass Seed 513 Mix Applications	Force Account
514		

515 An estimated amount for the force account may be allocated in the  
516 proposal schedule under ‘Additional Hydro-Mulch Seeding Mix Applications’, but  
517 the actual amount to be paid will be the sum shown on the accepted force  
518 account records, whether this sum be more or less than the estimated amount  
519 allocated in the proposal schedule.”

520  
521 (VI) Amend **Subsection 641.05 Payment** by revising lines 189 to 199 to read  
522 as follows:

523  
524 **“(1)** 50 percent of the contract unit price upon completion of hydro-  
525 mulch seeding.

526  
527 **“(2)** 15 percent of the contract unit price in three equal monthly  
528 payments of 5 percent for satisfactory performance during the planting  
529 period.

530

531           **(3)** 16 percent of the contract unit price in eight equal monthly  
532 payments of 2 percent for satisfactory performance during the plant  
533 establishment period.

534  
535           **(4)** 19 percent of the contract price upon final acceptance at the end of  
536 the plant establishment period.”

537  
538

**END OF SECTION 641**



46 (V) Amend **Subsection 642.05 Payment** by revising lines 264 to 276 to read  
47 as follows:

48  
49 **“642.05 Payment.** The Engineer will pay for the accepted pay items listed below  
50 at the contract price per pay unit. Payment will be full compensation for the work  
51 prescribed in this section and the contract documents.

52  
53 The Engineer will pay for the following pay item when included in proposal  
54 schedule:

55

Pay Item	Pay Unit
Tree Trimming	Force Account

57  
58  
59  
60 An estimated amount for the force account may be allocated in the  
61 proposal schedule under ‘Tree Trimming’, but the actual amount to be paid will  
62 be the sum shown on the accepted force account records, whether this sum be  
63 more or less than the estimated amount allocated in the proposal schedule.”

64  
65

**END OF SECTION 642**

1 Amend **Section 643 – Maintenance of Existing Landscape Areas** to read as  
2 follows:

3  
4 **“SECTION 643 – MAINTENANCE OF EXISTING LANDSCAPE AREAS**

5  
6 **643.01 Description.** This section is for maintaining the existing landscape  
7 areas within the construction projects limits as directed by the Engineer.

8  
9 **643.02 Materials.** None

10  
11 **643.03 Construction Requirements.** The work includes:

- 12  
13 (1) Mowing.  
14  
15 (2) Edging and trimming of grass along curbs, paved areas, structures  
16 and around trees and shrubs.  
17  
18 (3) Weeding.  
19  
20 (4) Edging and trimming of vines and ground cover.  
21  
22 (5) Trimming of shrubs and trees.  
23  
24 (6) Clearing gutters.  
25  
26 (7) Removing and disposing rubbish and debris, including waste  
27 materials resulting from the work activities of (1) thru (6) mentioned above.  
28

29 **643.04 Method of Measurement.** The Engineer will measure maintenance  
30 of existing landscape areas within the project limits on a force account basis in  
31 accordance with Subsection 109.06 - Force Account Provisions and  
32 Compensation and as ordered by the Engineer.

33  
34 **643.05 Basis of Payment.** The Engineer will pay for the accepted pay item  
35 listed below at the contract price per pay unit. Payment will be full  
36 compensation for the work prescribed in this section, by the Engineer, and the  
37 contract documents.

38  
39 The Engineer will pay for the following pay item when included in the  
40 proposal schedule:

41  
42

Pay Item	Pay Unit
Maintenance of Existing Landscape Areas	Force Account

43  
44  
45

46           An estimated amount for the force account may be allocated in the  
47 proposal schedule under 'Maintenance of Existing Landscape Areas', but the  
48 actual amount to be paid will be the sum shown on the accepted force account  
49 records, whether this sum be more or less than the estimated amount allocated  
50 in the proposal schedule.”

51  
52

**END OF SECTION 643”**

1                                   **SECTION 645 - WORK ZONE TRAFFIC CONTROL**  
 2  
 3

4   **645.01    Description.** This section describes the following:  
 5

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

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

20          **(C)**    Taking safety and precautionary measures, such as illuminating  
 21          roadway obstructions during hours of darkness, in accordance with Chapter  
 22          286, HRS; Title 19, Subtitle 5, Chapters 127, 128, and 129, HAR; and  
 23          *MUTCD*.  
 24

25   **645.02    Materials.**

26		
27	Signs	750.01
28		
29	Sign Posts	750.02
30		
31	Fasteners for Signs and Route Markers	750.03
32		
33	Reflector Marker	750.07
34		
35	Flexible Delineator Posts and Reflectors	750.08
36		
37	Traffic Delineators	750.09
38		
39	Preformed Pavement Marking Tape	755.04
40		

41           Submit electronic crashworthy documentation, including but not limited to,  
 42           drawings in pdf and CADD, crash test reports, and FHWA eligibility letters certifying  
 43           compliance with MASH 2016, for signs, sign supports, barricades, tubular markers,  
 44           cones, vertical panels, and other traffic control devices. Only devices that are  
 45           deemed crashworthy will be allowed.  
 46

### 645.03

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

51  
52           Traffic control devices, including signs, barricades, warning lights, arrow  
53 boards, portable changeable message signs, cones, tubular markers, and temporary  
54 concrete barriers shall conform to the American Traffic Safety Services Association  
55 (ATSSA), *Quality Guidelines for Temporary Traffic Control Devices and Features*  
56 and the *MUTCD*.

57  
58           Protective devices including barricades, warning signs, lights, and temporary  
59 signals shall conform to Title 19, Subtitle 5, Chapters 127, 128, and 129, HAR.  
60 Retroreflectorization for protective devices such as barricades, tubular markers, and  
61 warning signs shall conform to Subsection 750.01 – Signs.

62  
63           **645.03 Construction.** Furnish, install, and maintain barricades, signs, cones,  
64 tubular markers, lights, flashing signals, and other traffic control devices.

65  
66           For each location requiring work zone traffic control, furnish up to two (2)  
67 police officers, whether per traffic control plan (TCP) if included in the contract  
68 documents, per accepted TCP, or as directed by the Engineer.

69  
70           When directing traffic, flaggers, or police officers, or both shall be in direct  
71 communication with each other.

72  
73           TCP for lane closure on two-lane road will consider intersections and  
74 driveway access. Maximum length of a lane closure on a two-lane road is 1,000  
75 feet.

76  
77           Submit TCP and schedule at least 15 working days before work starts.  
78 Submit modifications and deviations from accepted TCP and schedule at least 15  
79 working days before start of work requiring modification or deviation. Illegible TCP  
80 will not be accepted.

81  
82           Include the following in TCP and schedule:

- 83  
84           (1) Signs (type, size, designation, and placement).  
85  
86           (2) Traffic movements shown by arrows.  
87  
88           (3) Positions of flaggers and police officers.

- 89                   (4) Barricades, cones, tubular markers, and additional traffic  
90 control devices and measures necessary for protection of work and  
91 public safety; and placement, spacing, distances, and reference points  
92 for traffic control devices.  
93
- 94                   (5) Layout, drawn to scale, of traffic control devices, including  
95 information needed to layout TCP.  
96
- 97                   (6) Brief description of work.  
98
- 99                   (7) Dates of work.  
100
- 101                   (8) Times of day affected.  
102
- 103                   (9) Proposed public information sign.  
104
- 105                   (10) Proposed news release.  
106
- 107                   Place sign or device situated farthest upstream from work zone first. Then  
108 place others progressively downstream toward work zone.  
109
- 110                   Extend cones or tubular markers to point where cones or tubular markers are  
111 visible to approaching traffic.  
112
- 113                   For signs with messages on both faces, cover inapplicable message before  
114 placement.  
115
- 116                   Keep barricades, construction and warning signs, and other traffic control  
117 devices in good condition. Repair, clean, or replace barricades, signs, or other  
118 devices as required to maintain effectiveness and appearance. The Engineer alone  
119 will decide suitable condition of each barricade, sign, or other traffic control device.  
120
- 121                   Remove or cover regulatory and warning signs that conflict with TCP.  
122 Restore signs upon completion of work or as ordered by the Engineer. Affix object  
123 markers to post(s) of covered sign.  
124
- 125                   Promptly remove or cover construction and warning signs that are not  
126 applicable or not in use.  
127
- 128                   For sign covers, fully covers signs as indicated in the Acceptable category of  
129 the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features.  
130 Covers that are deemed to be in the Marginal or Unacceptable categories will not be  
131 accepted. Covers that are fabricated from rigid materials will also not be accepted  
132 unless it is certified to be MASH 2016 compliant.  
133
- 134                   Promptly remove traffic control devices that are no longer needed.

### 645.03

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

137  
138 Maintain abutting owners' existing access until replacement access is usable.  
139 Obtain permission from abutting owners, including conditions for closing existing  
140 access. Submit copy of agreement with abutting owners before beginning work in  
141 the affected area.

142  
143 When working on existing facility that will be kept open to traffic, provide  
144 smooth and even surface for public traffic use. Only work on a portion of roadway at  
145 one time, and stage construction from one side to other while routing traffic over  
146 opposite side.

147  
148 During subgrade and paving operations, paved shoulders may be used for  
149 public traffic.

150  
151 Do not store material or equipment where it will interfere with public traffic.  
152 Remove equipment and other obstructions out of right-of-way or clear zone to permit  
153 free and safe passage of public traffic during non-working hours or suspension of  
154 work. For storage of materials and equipment, see Subsection 105.14 – Storage  
155 and Handling of Materials and Equipment.

156  
157 Notify Fire Department, in writing, at least 24 hours before blocking or closing  
158 road access. Keep fire hydrants accessible to Fire Department by not placing  
159 material or other obstructions within five feet of fire hydrant or closer than permitted  
160 by applicable ordinances, rules, and regulations.

161  
162 Notify the Engineer and County, including Bus Systems Division, Police  
163 Department, Fire Department, Emergency Medical Services, and Department of  
164 Health in writing at least five days before start of construction.

165  
166 **(A) Signs.** Install signs sufficiently ahead of location where operations  
167 may interfere with use of road by traffic and at intermediate points where new  
168 work crosses or coincides with existing road.

169  
170 Place signs in accordance with TCP as accepted by the Engineer.

171  
172 **(B) Construction Signs.** Erect construction signs at the beginning of  
173 project and at the end of project at the location indicated by the Engineer.  
174 These signs shall remain for the duration of the highway project. Maintain  
175 these signs. Place these signs besides the required traffic control signs  
176 called for herein.

177  
178 The construction signs shall be new and become the property of the  
179 Contractor.

180

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226

**(C) Barricades.**

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

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

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

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

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

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

Retroreflectorize both vertical faces of each barricade rail.

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

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

1. Construction work.
2. Detours.
3. Maintenance work.

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

645.03

- 227  
228  
229  
230  
231  
232  
233  
234
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.

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

239  
240 Clean and repair barricades before relocating to other  
241 locations.

242  
243 (D) **Traffic Delineators.** Install traffic delineators in accordance with  
244 accepted TCP.

245  
246 Maintain traffic delineators in good condition. Immediately replace  
247 missing or damaged tubular markers.

248  
249 Clean delineators prior to relocating to new location.

250  
251 (E) **Cones.** Install traffic cones in accordance with accepted TCP.

252  
253 Maintain traffic cones. Keep traffic cones clean and in good repair.  
254 Immediately replace lost, stolen, or damaged traffic cones.

255  
256 Clean cones prior to relocating to new location.

257  
258 (F) **Lane Closures.** Lane closures will be allowed only from 8:30 a.m. to  
259 3:00 p.m., Monday through Friday. Exceptions to lane closure hours  
260 specified require written acceptance by the Engineer. Placement and  
261 removal of all work zone devices within the travel lanes, such as arrow  
262 boards, cones, etc., are restricted to allowable closure times. No increase in  
263 contract price or contract time will be given for lane closure restrictions  
264 specified.

265  
266 For island of Oahu, no lane closures will be allowed during 24-hour  
267 periods as follows:

268  
269 (1) Day preceding holiday (3:00 p.m. to Midnight), except as  
270 otherwise specified.

271  
272 (2) Holidays (Midnight to Midnight).

273 (3) Day before and day after Thanksgiving Day (Midnight to  
274 Midnight).

275  
276 (4) Three-week holiday period for Christmas and New Years  
277 (Midnight to Midnight).

278  
279 (5) Three-week "Beat-the-School-Jam" period, to be determined,  
280 (Midnight to Midnight) beginning approximately third week of August.

281  
282 (6) Other dates of events indicated in the contract documents.

283  
284 No time extension will be given for the above restrictions. The  
285 contract time for the project has accounted for any loss of time due to the  
286 above restrictions.

287  
288 Closure of only one lane of traffic will be allowed during lane-closure  
289 hours. Keep lanes open to traffic and allow flow at posted speed limit during  
290 non-lane closure hours.

291  
292 If applicable, coordinate lane closures with adjacent project(s) at no  
293 increase in contract price or contract time.

294  
295 Rental fees will be assessed in accordance with Subsection 108.10 –  
296 Rental Fees for Unauthorized Lane Closure or Occupancy, for failure to open  
297 lanes to traffic during peak hours. Morning and afternoon peak hours shall  
298 be from 5:30 a.m. to 8:30 a.m. and 3:00 p.m. to 6:00 p.m., respectively,  
299 Monday through Friday.

300  
301 Before scheduling work, submit requests for detours and lane closures  
302 as follows:

303  
304 (1) Detours - 8 weeks before implementing detours.

305  
306 (2) Lane closures - 6 weeks before implementing lane closures.

307  
308 Include the following with detour and lane closure requests:

309  
310 (1) Explanation of proposed changes to existing traffic pattern.

311  
312 (2) Installation schedule for informational and traffic control signs.

313  
314 (3) Publication schedule for legal notices.

315  
316 (4) Plan showing proposed informational signs.

317

645.03

318  
319  
320  
321  
322  
323  
324

(5) Plan showing lane changes or detours in accordance with accepted TCP, including details at beginning of multi-lane highway lane changes and detours.

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

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

325  
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343

(G) **Advisory Signs.** Submit advisory sign shop drawings. Construct, install, maintain, and remove two advisory signs as ordered by the Engineer. Place signs at locations designated by the Engineer. Provide signs, minimum 8 feet wide by 4 feet high, with black letters on orange background, and with three 4.00 pounds/foot flanged channel posts for each sign.

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

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

- (1) Detours.
- (2) Lane closure.

- 344 (3) Permanent road closure.  
345  
346 (4) Permanent new route that changes previous route.  
347  
348 Include the following information:  
349  
350 (1) Map of traffic pattern change limits.  
351  
352 (2) Map showing lane(s) closure and detour pattern.  
353  
354 (3) Notice of starting and ending dates and duration.  
355  
356 (4) Explanation of lane(s) closure or detours in "Notice To  
357 Motorist".  
358  
359 Quality of map shall conform to the following requirements:  
360  
361 (1) No freehand printing or penciling.  
362  
363 (2) Highlight important features by darkening, cross-hatching,  
364 crossing-out, or coloring important words, as necessary.  
365  
366 (3) Provide maps with minimum size of five columns wide and four  
367 columns deep. Lesser width columns may be considered to balance  
368 against size of drawing.  
369  
370 (4) Text specifications.  
371  
372 (a) Work being featured - 3/16-inch text.  
373  
374 (b) Major roads and features - 1/8-inch text.  
375  
376 (c) Other roads and features- first letter of sentence upper  
377 case.  
378  
379 (d) "NOTICE TO MOTORIST" in upper case.  
380  
381 (e) Message - first letter of sentence upper case.  
382  
383 (5) Line Thickness.  
384  
385 (a) Important feature being advertised - line thicker than  
386 rest of map.  
387  
388 (b) Directional arrow - bolder than rest of lines shown on  
389 map, when important, to show route traffic should use.

**645.04**

390                   **(6)** Show reference direction such as "TO HONOLULU" with arrow  
391 Submit the following:

392  
393                   **(a)** "Notice to Motorists" before placement in newspaper, six  
394 weeks before start of work.

395  
396                   **(b)** Actual size of notice to be published in newspaper. The  
397 Engineer will not allow size reduction of notices once accepted.  
398 Submit final, camera-ready "Notice to Motorists"  
399 advertisement.

400  
401                   Place advertisement for three consecutive days and within one week  
402 before traffic pattern changes, in publication as ordered by the Engineer.

403  
404                   **(I) Electronic/Variable Message Board (EMB).** Furnish, maintain, and  
405 remove one (1) remotely programmable EMP for each direction of travel  
406 requiring work zone traffic control for the duration of the project. Provide  
407 remote message access to HDOT personnel if requested by the Engineer.  
408 Deploy EMB at Engineer-approved location approaching the work zone a  
409 minimum of seven (7) days prior to and during work:

410  
411                   **(J)** Mobilize, deploy, maintain, and demobilize portable water barriers  
412 equipped with steady burn lights in accordance with traffic control plans.

413  
414 **645.04 Measurement.**

415  
416                   **(A)** Traffic control as specified in Subsection 645.03 - Construction will be  
417 measured on a contract lump sum (LS) basis and will not include any work  
418 performed under other specific traffic control contract bid items.  
419 Measurement for payment will not apply.

420  
421                   **(B)** The Engineer will measure additional police officers, additional traffic  
422 control devices, and additional advertisement, if ordered by the Engineer, on  
423 a force account basis, in accordance with Subsection 109.08 - Force Account  
424 Provisions and Compensation.

425  
426 **645.05 Payment.** The Engineer will pay for the accepted traffic control, traffic  
427 control device, police officers, additional traffic control devices, specific traffic control  
428 contract bid items and additional advertisement at the contract price per lump sum,  
429 as shown in the proposal schedule. Payment will be full compensation for the work  
430 prescribed in this section and the contract documents.

431  
432 Variable message boards shall be incidental to lump sum traffic control item - Traffic  
433 Control, and shall not be paid for separately, unless otherwise directed by Engineer.  
434 The cost is for work prescribed in this section and the contract documents.

435

436 All public notices, advertisements and other items required for work described in this  
 437 specifications and the contract documents shall be incidental to lump sum traffic  
 438 control item -Traffic Control, and shall not be paid for separately, unless otherwise  
 439 directed by the Engineer.

440

441 Costs associated with the provision of uniformed law enforcement to maintain safe  
 442 and efficient travel through highway work zones and their payment terms are  
 443 explained in more detail in Section III. D. of HDOT's WORK ZONE SAFETY  
 444 MANAGEMENT GUIDELINES.

445

446 The Engineer will pay for the following pay items when included in the  
 447 proposal schedule:

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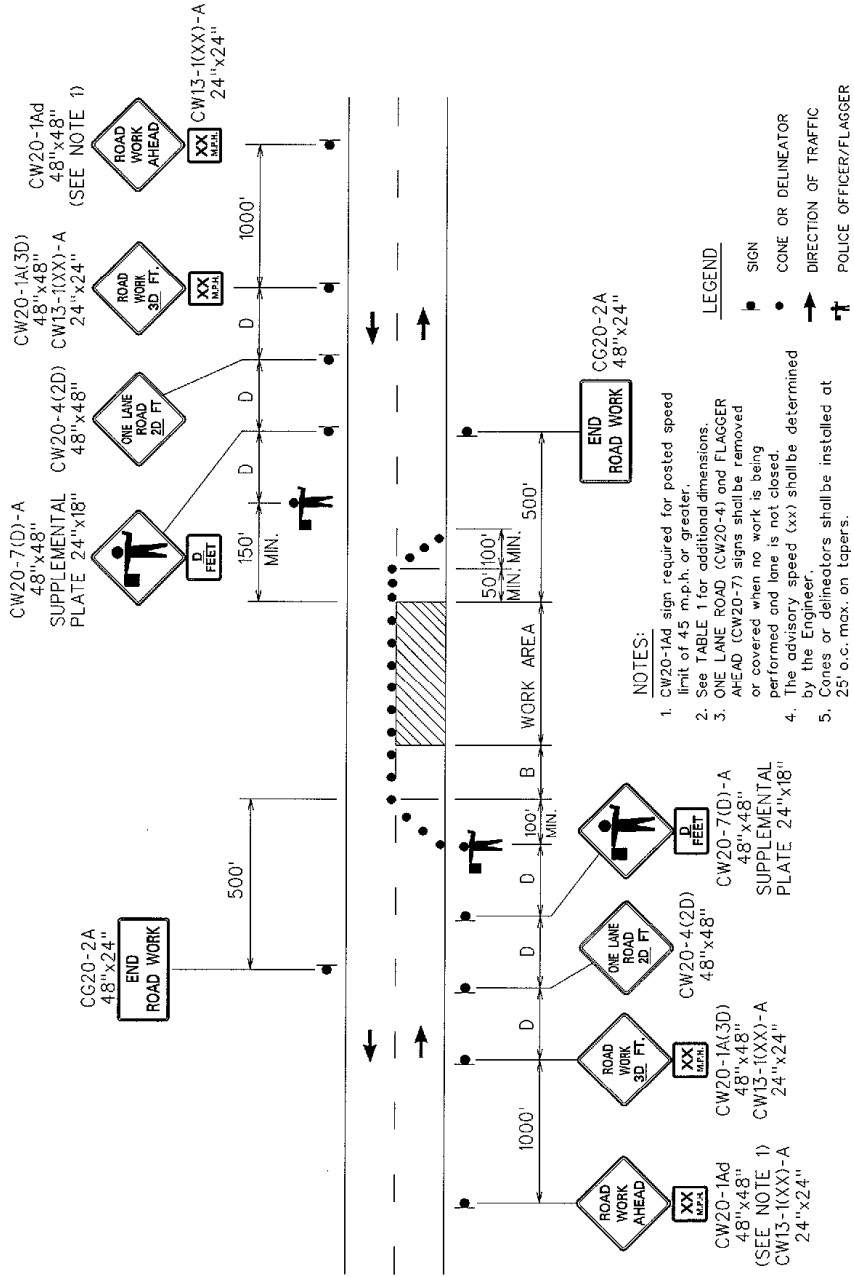
463

464

<b>Pay Item</b>	<b>Pay Unit</b>
Traffic Control	LS
Additional Police Officers, Traffic Control Devices, and Advertisement	FA

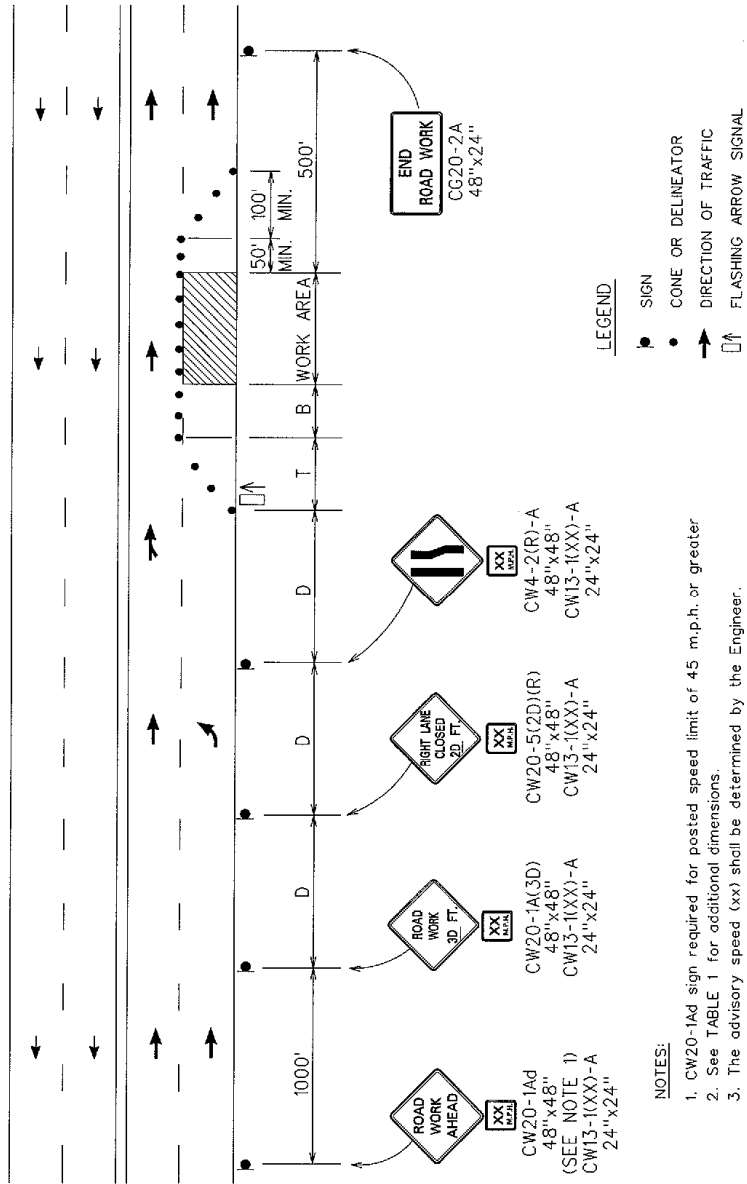
455 An estimated amount for the force account may be allocated in the proposal  
 456 schedule under "Additional Police Officers And Additional Traffic Control Devices",  
 457 but the actual amount to be paid will be the sum shown on the accepted force  
 458 account records, whether this sum be more or less than the estimated amount  
 459 allocated in the proposal schedule.

461 The Engineer will not pay for request submittals. The Engineer will not  
 462 consider claims for additional compensation of late submittals or requests by  
 463 Contractor.



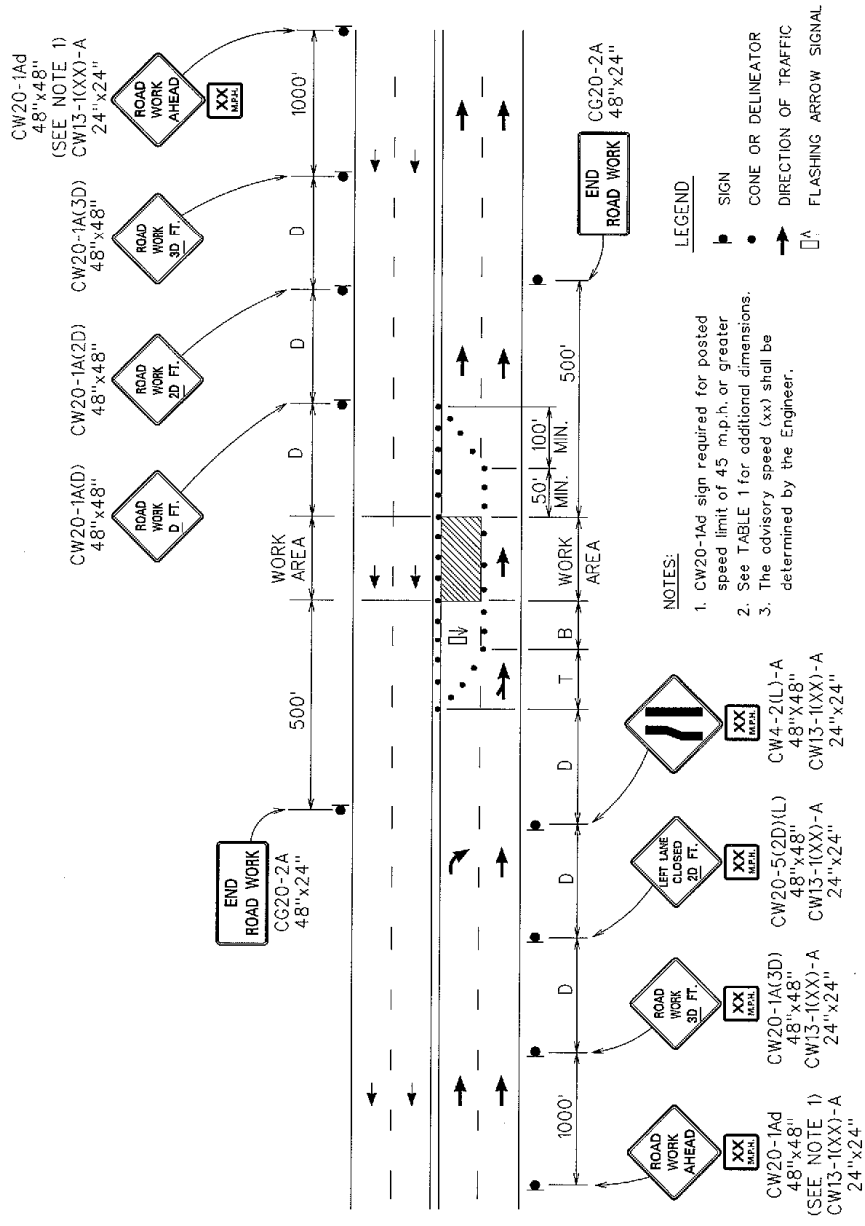
TWO-LANE HIGHWAY - ONE LANE CLOSED  
FIGURE 1 - TRAFFIC CONTROL PLAN

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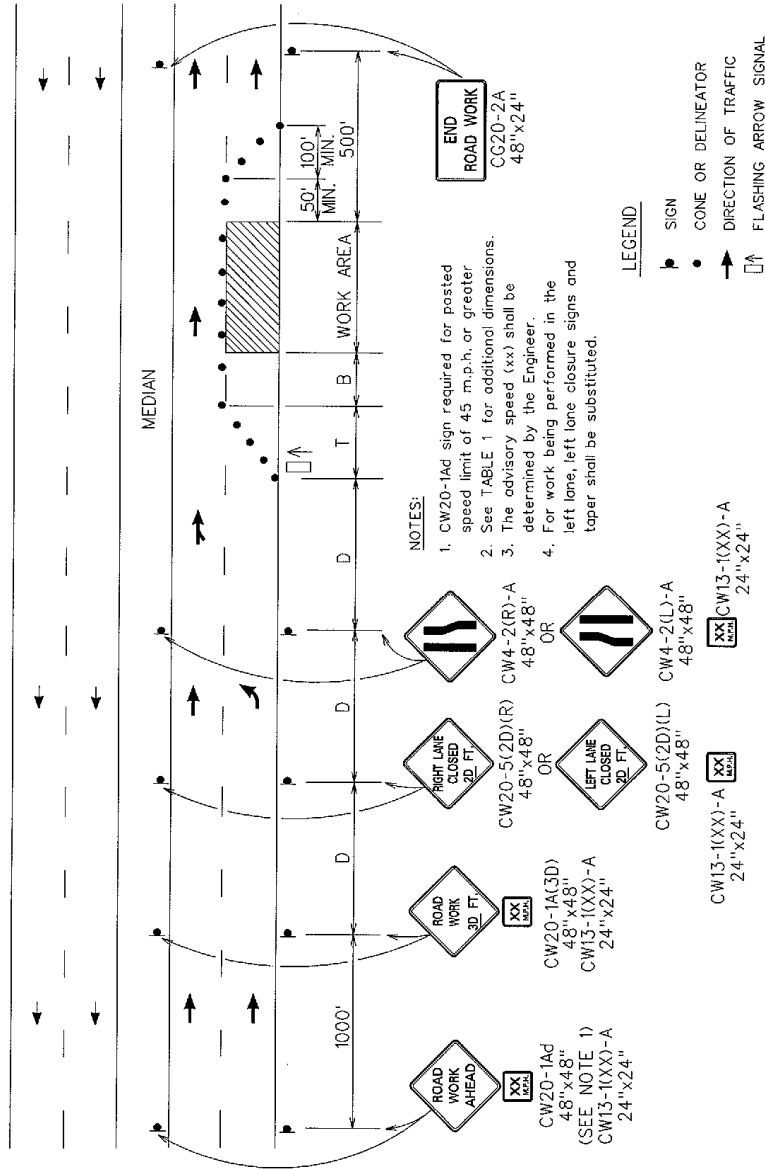
MULTILANE UNDIVIDED HIGHWAY - RIGHT LANE CLOSED

FIGURE 2 - TRAFFIC CONTROL PLAN



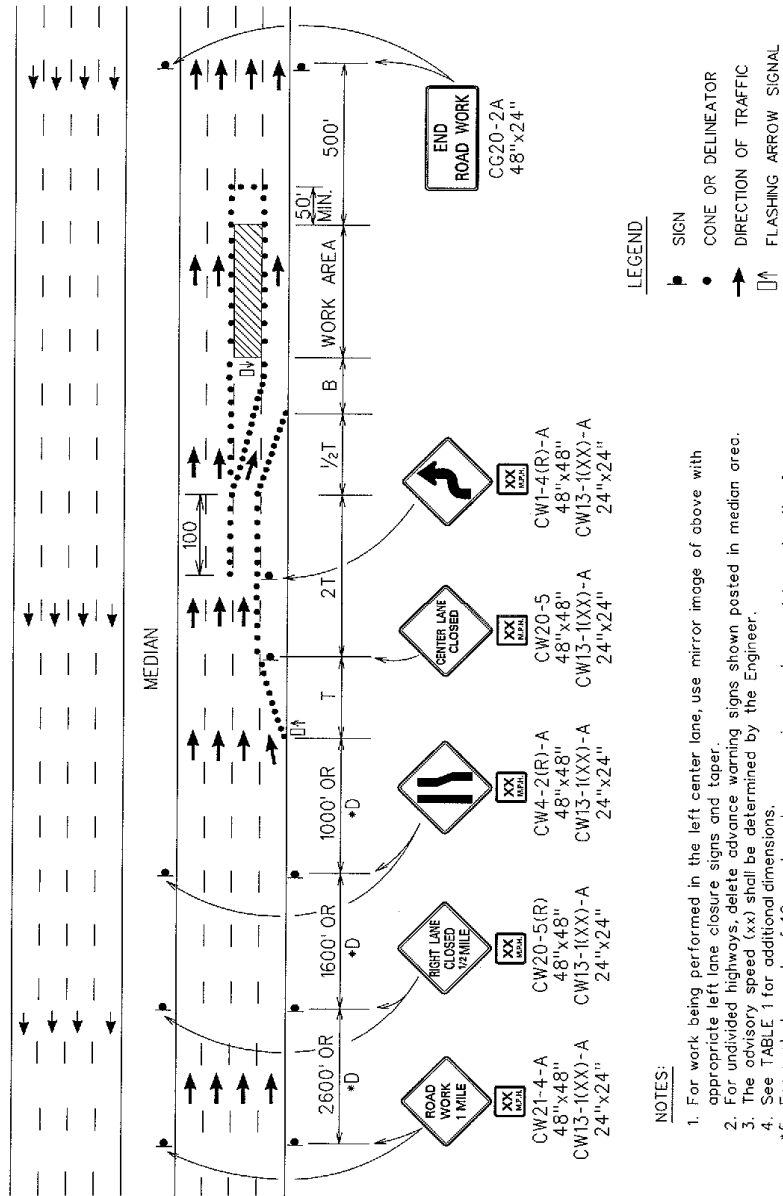
MULTILANE UNDIVIDED HIGHWAY - LEFT LANE CLOSED

FIGURE 3 - TRAFFIC CONTROL PLAN



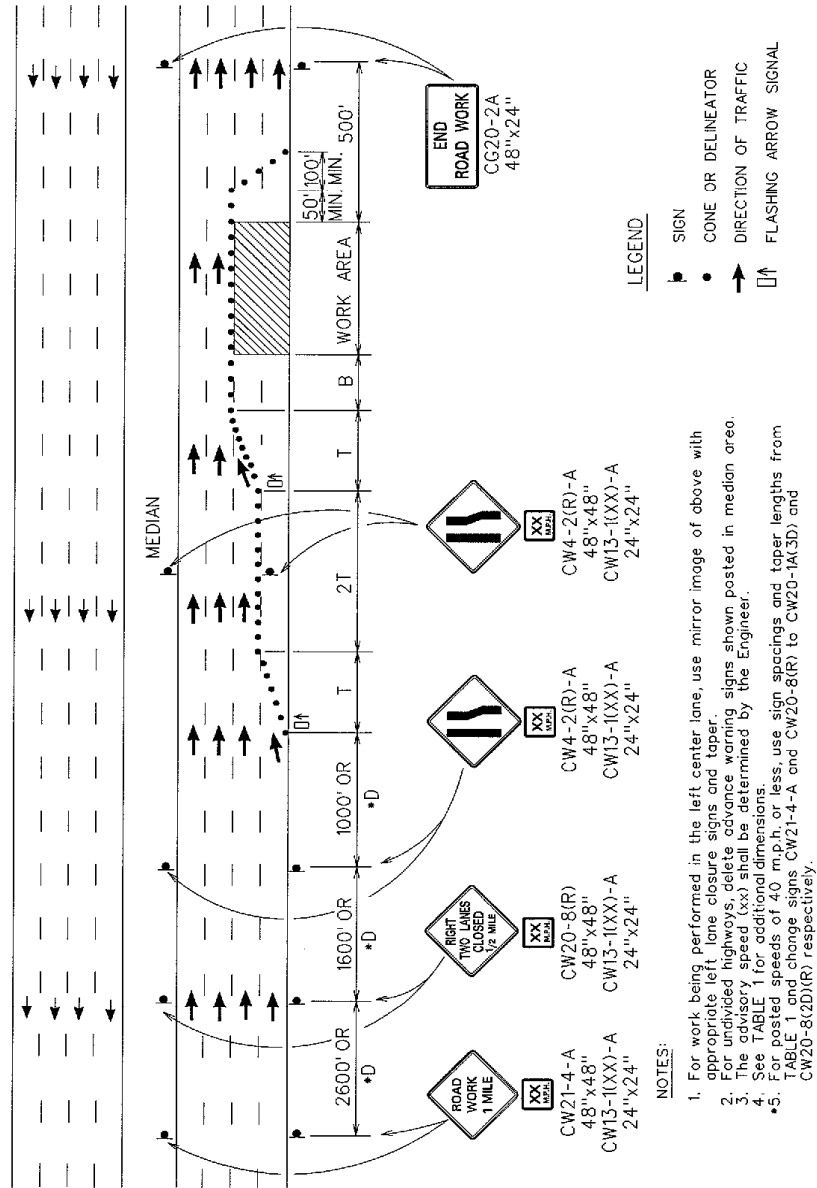
MULTILANE DIVIDED HIGHWAY - ONE LANE CLOSED

FIGURE 4 - TRAFFIC CONTROL PLAN



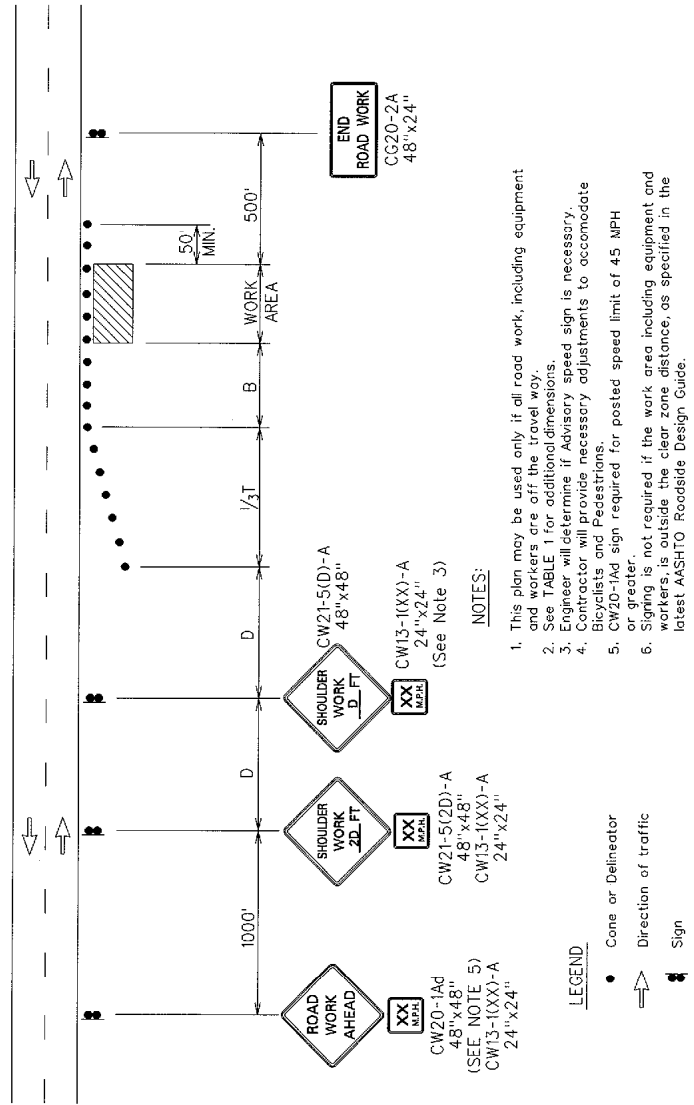
MULTILANE HIGHWAY - CENTER LANE CLOSED

FIGURE 5 - TRAFFIC CONTROL PLAN



MULTILANE HIGHWAY - MULTIPLE LANE CLOSED

FIGURE 6 - TRAFFIC CONTROL PLAN



R10/96

WORKING ON SHOULDER OR ROADSIDE  
FIGURE 7 - TRAFFIC CONTROL PLAN

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END OF SECTION 645

HWY-O-04-26  
645-18a

3/9/2026



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

3 **“SECTION 659 – EROSION CONTROL MATTING**  
4

5 **659.01 Description.** This section describes furnishing and installing  
6 permanent erosion control matting on slopes greater than 3H:1V within the project  
7 limits according to the contract documents. This section also includes furnishing  
8 and installing temporary erosion control matting at the locations specified in the  
9 Plans.

10  
11 **659.02 Materials.**

12  
13 **(A) Erosion Control Matting.**

14  
15 **(1)** Two types of erosion control matting (ECM) shall be utilized  
16 for this project at the sites as indicated:

17  
18 Type 2 ECM = PID 207, 416

19  
20 Type 3 ECM = PID 416

21  
22  
23 **(2)** Type 2 ECM shall be a permanent machine-produced three-  
24 dimensional mat consisting of 100% UV-stabilized high denier woven  
25 poly yarns. The mat shall consist of a woven bottom layer integrally  
26 interlaced into a woven corrugated middle layer with poly tendons on  
27 the top side spanning the entire machine direction.

28  
29 Type 2 ECM shall meet or exceed the requirements shown in Table  
30 659.02-1 – Type 2 ECM Properties.  
31

<b>TABLE 659.02-1 – TYPE 2 ECM PROPERTIES</b>		
<b>Property</b>	<b>Test Method</b>	<b>Units</b>
Thickness (min.)	ASTM D-6525	0.40 inches
Mass/Unit Area (min.)	ASTM 6566	14 oz/yd <sup>2</sup>
Tensile Strength – MD (min.)	ASTM D-6818	3,600 lbs/ft
Elongation – MD (min.)	ASTM D-6818	35%
Tensile Strength – TD (min.)	ASTM D-6818	3,800 lbs/ft
Elongation – TD (min.)	ASTM D-6818	20%

UV Stability	ASTM D-4355	>80% @ 3,000 hrs
Maximum Permissible Vegetated Shear Stress		16 lb/ft <sup>2</sup>
Maximum Permissible Vegetated Velocity		25 ft/sec
ECTC Category		Type 5.B and 5.C

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(3) Type 3 ECM is intended for temporary coverage and shall be a machine-produced mat of 100 percent coconut fiber with a functional longevity of up to 36 months. The ECM shall be consistent thickness with the coconut evenly distributed over the entire area of the mat. The matting shall be covered on the top and bottom sides with a UV stabilized photodegradable polypropylene netting with maximum opening size of 0.7 inches. The mattings shall be mechanically stitch bound with degradable thread at 2 inches maximum on center.

Type 3 ECM shall meet or exceed the requirements shown in Table 659.02-2 – Type 3 ECM Properties.

<b>TABLE 659.02-2 – TYPE 3 ECM PROPERTIES</b>		
<b>Property</b>	<b>Test Method</b>	<b>Units</b>
Thickness (min.)	ASTM D-6525	0.20 inches
Unvegetated Shear Stress (min.)	ASTM D-6460	2.25 lbs/sf
Tensile Strength – MD (min.)	ASTM D-6818	100 lbs/ft
Elongation – MD (min.)	ASTM D-6818	25%
Tensile Strength – TD (min.)	ASTM D-6818	40 lbs/ft
Elongation – TD (min.)	ASTM D-6818	25%
ECTC Category		Type 3.B

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**(B) Biodegradable Stakes.** Biodegradable stakes shall be used to secure the ECM to the slope and shall meet the following requirements:

(1) Stake shall be composed entirely of a polypropylene-based resin from 100% recycled materials with an additive to promote

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breakdown and degradation.

(2) Stake shall be manufactured to break down and degrade in accordance with ASTM D6954. The stake shall not begin the degradation process for at least 24 months after installation.

(3) Stake shall feature hooks to resist pullout from ground surface.

(4) The length of the stake shall be a minimum of 12 inches.

(C) **Percussion Driven Earth Anchor.** In addition to the biodegradable stakes, percussion driven earth anchors shall be installed along the slope face at alternating depths (3' and 5') to provide permanent tie down of erosion control matting at PID 207 and 416.

Earth anchors are to be used to secure the ECM within the top, bottom, and edge trenches for all sites with Type 2 ECM.

Earth anchors shall conform to the material properties indicated as shown in Table 659.02-3 – Earth Anchor Properties.

<b>TABLE 659.02-3 – EARTH ANCHOR PROPERTIES</b>		
	<b>Type B1</b>	<b>Type B2</b>
<b>Endurance/Component Materials</b>		
Anchor Head	Gravity Die Cast Marine Grade Aluminum	
Cable Tendon	3mm dia. x 1m long, Grade 316 SS	4mm dia. x 2.5m long, Grade 316 SS
Load Bearing Plate	3.5" dia., UV- Stabilized Plastic	6" dia., UV-Stabilized Plastic
Load-Lock Mechanism	High Strength Duplex Brass Alloy / Stainless Steel Wedge Grip	
<b>Performance</b>		
Load Range (Cohesive Through Non- Cohesive Soils)	Up To 250 Pounds	Up To 1,200 Pounds
Embedment Depth	Up To 4 Feet	4 To 9 Feet
Ultimate Strength	600 Pounds	2,200 Pounds

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The earth anchor components shall be made of materials suitable to resist corrosion and ultraviolet (UV) degradation particularly at the soil/air interface. The anchor head shall have smooth edges and be shaped in a bullet-like configuration with the driving end tapering to a rounded point, so that the anchor head will not cut or break erosion control matting materials and will minimize abrasion and installation damage to the erosion control

83 matting. The anchor shall consist of a self-setting wedge grip used to lock  
84 and hold the loading applied to the anchor. Copper ferrule mechanisms for  
85 load locking anchors will not be accepted.  
86

87 **659.03 Construction.**  
88

89 **(A) Preparation of Slope.** Clear and grub in accordance with Section  
90 201 - Clearing and Grubbing. Remove and dispose of any trash and debris.  
91

92 Shave existing ruts to form a constant and even slope to match the  
93 overall grade in accordance with Section 208 – Leveling Surfaces. The  
94 repaired slope shall be finished such that no voids exist between the soil  
95 surface and the erosion control matting.  
96

97 Contractor shall locate and expose existing utility boxes prior to  
98 installing erosion control matting.  
99

100 Hydro-mulch in accordance with Section 641 – Hydro-Mulch  
101 Seeding.  
102

103 **(B) Erosion Control Matting.** Install erosion control matting in  
104 accordance with the following criteria:  
105

106 **(1) Slopes less than 3H:1V.** No erosion control matting is  
107 required unless otherwise indicated on the plans.  
108

109 **(2) Type 2 ECM.** Install Type 2 ECM using stakes to secure the  
110 matting to the slope face as indicated on the plans and in accordance  
111 with the manufacturer's installation design guidelines.  
112

113 **(3) Type 3 ECM.** Install Type 3 temporary ECM using stakes to  
114 secure the matting to the slope face or work area as indicated on the  
115 plans and accordance with the manufacturer's installation design  
116 guidelines.  
117

118 **(4) Anchor Trenches.** For Type 2 ECM, construct anchor  
119 trenches at the top, bottom and longitudinal edges of the erosion  
120 control matting as indicated on the construction plans. Extend the  
121 erosion control matting over the crest of the slope and secure into  
122 the anchor trench with the anchoring devices recommended by the  
123 manufacturer. Install recommended anchoring devices along the  
124 bottom of the trench at spacing indicated on plans. Backfill and  
125 compact the anchor trenches with onsite fill or as directed by the  
126 Engineer.  
127

128 Anchor trenches are not required for Type 3 ECM. In lieu of

129 the top anchor trench, the top edge of the Type 3 ECM shall be  
130 securely fastened to the slope with two staggered rows of stakes at  
131 approximately 6 inches on center.

132  
133 **(5) Installation Along Slope.**  
134

135 Unroll the erosion control matting downslope, overlapping  
136 adjacent rolls a minimum of 6 inches. Lay material loosely,  
137 maintaining direct contact with the soil. Secure the erosion control  
138 matting to the slope face or work area with stakes and/or percussion  
139 driven anchors in accordance with the contract documents.  
140

141 The installed anchors shall achieve no less than 200 pounds  
142 holding capacity in the existing prepared site soil conditions.  
143 Random load sampling shall be done on 10 percent of all the  
144 installed anchors to ensure selected anchors meet the necessary  
145 holding requirements.  
146

147 In the event the necessary load requirements are not met, a  
148 greater length tendon or larger anchor may be required. The anchor  
149 manufacturer's advice should be consulted.  
150

151 When erosion control matting does not run the entire length  
152 of the slope, a seam shall be created by shingling the top roll over  
153 the bottom a minimum of 12 inches. Seams shall be secured in  
154 accordance with the manufacturer's recommendations.  
155

156 Erosion control matting shall be visually inspected by the  
157 Engineer one month and three months after installation to confirm  
158 that the matting is in direct contact with the surface subgrade.  
159 Locations that are not in direct contact may require additional stakes  
160 and/or anchors.  
161

162 Placement of the hydro-mulch and erosion control matting  
163 shall be in the sequence recommended by the manufacturer.  
164

165 Placement of ground cover through the erosion control  
166 matting shall be done in accordance with the manufacturer's  
167 guidelines and in the sequence recommended by the manufacturer.  
168

169 After final acceptance of the ECM by the Engineer, the  
170 exposed cables of the earth anchors along the lower five (5) feet of  
171 the slope shall be trimmed to one (1) inch above the ground surface.  
172

173 **659.04 Measurement.** The Engineer will measure erosion control matting per  
174 square yard in accordance with the contract documents. The quantities provided

175 in the Proposal Schedule indicate the area of slopes or work limits to be addressed  
176 and does not account for required material overlaps or material embedded within  
177 top, bottom, and longitudinal anchor trenches.

178  
179 The Engineer will measure and pay for clearing and grubbing, shaving ruts,  
180 and hydro-mulching in accordance to their respective sections.

181  
182 **659.05 Payment.** The Engineer will pay for the accepted erosion control  
183 matting at the contract unit price per square yard. Payment will be full  
184 compensation for the work prescribed in this section and the contract documents.

185  
186  
187 The Engineer will pay for the following pay item when included in the  
188 proposal schedule:

189	<b>Pay Item</b>	<b>Pay Unit</b>
190		
191		
192	Erosion Control Matting, Type 2	Square Yard
193		
194	Erosion Control Matting, Type 3	Square Yard
195		

196  
197 The Engineer will pay for:

198

199 (1) 40% of the contract bid price upon completion of furnishing the  
200 erosion control matting.

201

202 (2) 60% of the contract bid price upon completion of placing the erosion  
203 control matting.”

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**END OF SECTION 659**

1                   **SECTION 696 – FIELD OFFICE AND PROJECT SITE LABORATORY**

2  
3    Make the following amendments to said Section:

4  
5    **(I)**    Amend **696.03 Construction** by revising from line 195 to line 205 to read  
6    as follows:

7  
8           **“(F) Maintenance of Existing Field Offices.** Maintenance of existing  
9    field offices includes monthly utility charges (excluding initial installation,  
10   start up charges for utilities, or disconnection of utilities); maintaining  
11   existing field office and surrounding ground of field office; maintaining  
12   furnishings, appliances, and other equipment in good order; treating ground  
13   under building for termites; providing rubbish pickup service twice a week;  
14   maintaining toilet facilities; and providing janitorial services.

15  
16           Site restoration shall be at no increase in contract price and contract  
17   time.

18  
19   **(II)**    Amend **696.04 Measurement** by revising from line 207 to line 214 to read  
20   as follows:

21  
22   **“696.04 Measurement.** The Engineer will measure maintenance of existing field  
23   offices on a force account basis in accordance with Subsection 109.06 – Force  
24   Account Provisions and Compensation and as ordered by the Engineer. “

25  
26   **(III)**   Amend **696.05 Payment** by revising from line 216 to line 248 to read as  
27   follows:

28  
29   **“696.05 Payment.** The Engineer will pay for the accepted pay item listed below  
30   at the contract price per pay unit. Payment will be full compensation for the work  
31   prescribed in this section and the contract documents.

32  
33           The Engineer will pay for the following pay item when included in the  
34   proposal schedule:

<b>Pay Item</b>	<b>Pay Unit</b>
Maintenance of Existing Field Offices	Force Account

35  
36  
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40           An estimated amount for the force account may be allocated in the proposal  
41   schedule under ‘Maintenance of Existing Field Offices’, but the actual amount to be  
42   paid will be the sum shown on the accepted force around records, whether this sum  
43   be more or less than the estimated amount allocated in the proposal schedule.”

44  
45  
46                   **END OF SECTION 696**



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  
11           panels ("E" designation) with ASTM D 4956 Type XI retroreflective  
12           sheeting.

13  
14           **(b)**    Background for non-illuminated guide signs and exit number  
15           panels ("D" designation) with ASTM D 4956 Type XI retroreflective  
16           sheeting.

17  
18           **(c)**    Messages, arrows, and borders of guide signs and exit  
19           number panels ("D" and "E" designations) with ASTM D 4956 Type  
20           XI retroreflective sheeting.

21  
22           **(d)**    Regulatory and warning signs, directional signs ("DIR"  
23           designation), route and auxiliary markers, shield symbols, yellow  
24           "EXIT ONLY" panels, construction warning signs, and barricade  
25           rails, completely, with Type III, IV, or IX retroreflective sheeting.

26  
27           **(e)**    Pedestrian, school, bicycle crossing series, completely with  
28           Type IX fluorescent yellow green retroreflective sheeting.”

29  
30  
31       **(II)**    Amend **Subsection 750.01(B) Backing** by replacing lines 72 through 73  
32       to read:

33  
34           “Aluminum sheet shall conform to ASTM B 209, alloy 5052-H38 or  
35           6061-T6 flat sheet.”

36  
37       **(III)**   Amend **Subsection 750.01(E) Retroreflective Sheeting Materials** by  
38       replacing lines 1126 through 1137 to read:

39  
40           **“(E) Retroreflective Sheeting Materials.** Retroreflective sheeting  
41           includes white or colored sheeting having smooth outer surface.

42  
43           Retroreflective sheeting shall be classified in accordance with  
44           ASTM D 4956.

45  
46           The coefficient of retroreflection shall meet the minimum  
47           requirements of ASTM D 4956 for the type of reflective sheeting specified.

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The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration and to the daytime and nighttime color requirements of ASTM D 4956.

Test methods and procedures shall be in accordance with ASTM.

**(IV)** Amend **Subsection 750.02 Sign Posts** by replacing lines 1168 through 1172 to read:

**“(C) Square Tube Posts.** Square and other tube posts shall conform to ASTM A 653 for cold-rolled, carbon steel sheet, commercial quality; or ASTM A 787 for electric-resistance-welded, metallic-coated carbon steel mechanical tubing.”

**END OF SECTION 750**

1                                   **SECTION 755 – PAVEMENT MARKING MATERIALS**  
2

3    Make the following amendments to said Section:  
4

5    **(I)**    Amend **Subsection 755.02 (C) Retroreflective Pavement Markers** by  
6    revising lines 223 to 236 to read:

7  
8            “Exterior surface of shell shall be smooth and contain one or two  
9    retroreflective faces of specified color.”

10  
11   **(II)**   Amend **Subsection 755.05 (C)(1) Material Properties** by adding the  
12   following after line 869:

13  
14            **(f)**   The glass spheres shall not contain more than 200 ppm (total)  
15            arsenic, 200 ppm (total) antimony nor more than 200 ppm (total)  
16            lead, when tested according to EPA Methods 3052 and 6010C.  
17            Other suitable x-ray fluorescence spectrometry analysis methods  
18            may be used to screen samples of glass spheres for arsenic and  
19            lead content.”  
20  
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**END OF SECTION 755**

## **Requirements of Chapter 104, HRS Wages and Hours of Employees on Public Works Law**

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Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

### **Rate of Wages for Laborers and Mechanics**

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

### **Overtime**

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

### **Weekly Pay**

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

### **Posting of Wage Rate Schedules**

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

### **Withholding of Accrued Payments**

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

### **Certified Weekly Payrolls and Payroll Records**

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
  - the name and home address of each employee
  - the last four digits of social security number
  - a copy of the apprentice's registration with DLIR
  - the employee's correct classification
  - rate of pay (basic hourly rate + fringe benefits)
  - itemized list of fringe benefits paid
  - daily and weekly hours worked
  - weekly straight time and overtime earnings
  - amount and type of deductions
  - total net wages paid
  - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

## Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

## Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

## Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
  - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
  - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
  - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and  
**Suspension** from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]



For additional information, visit the department's website at <http://labor.hawaii.gov/wsd> or contact any of the following DLIR offices:

Oahu (Wage Standards Division) .....(808) 586-8777  
Hawaii Island.....(808) 974-6464  
Maui and Kauai .....(808) 243-5322

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: Erosion Control and Best Management Practices  
for Storm Water Permit Compliance, Phase IV,  
Oahu  
District of Koolaupoko  
Island of Oahu

PROJECT NO.: HWY-O-04-26

COMPLETION TIME: Five Hundred and Thirty (530) Working days from  
the Start Work Date from the Department (Note:  
Completion Time includes planting period of 90  
days and plant establishment period of 9 months.).

LIQUIDATED DAMAGES: Two Thousand Five Hundred DOLLARS (\$2500)  
for each and every working day which the  
Contractor has delayed the completion of this  
project.

PROJECT MANAGER: Keith Miyashiro  
State of Hawaii Department of Transportation  
727 Kakoi Street, Honolulu, Hawaii 96819  
(808) 483-7290  
Keith.miyashiro@hawaii.gov

ELECTRONIC SUBMITTAL: **Bidders shall submit and upload the complete  
proposal to HlePRO prior to the bid opening  
date and time. Any additional support  
documents explicitly designated as  
confidential and/or proprietary shall be  
uploaded as a separate file to HlePRO. 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.

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The bidder acknowledges receipt of and certifies that it has completely examined the following listed items: the Hawaii Standard Specifications for Road and Bridge Construction dated 2005, the Notice to Bidders, the Special Provisions, if any, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

Surety Bid Bond (Use standard form),

Cash,

Cashier's Check,

Certified Check, or

\_\_\_\_\_  
(Fill in other acceptable security.)

The undersigned bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as bidder has listed the name of each person or firm, who will be engaged by the bidder on the project as Joint Contractor or Subcontractor and the nature of work to be done by each. **The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor.** For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

<u>Name of Subcontractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

<u>Name of Joint Contractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____

NOTES:

"None" or if left blank indicates no Subcontractor or Joint Contractor.

If more space is needed, attach additional sheets.

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

\_\_\_\_\_  
Bidder (Company Name)

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and 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.

## PREFERENCES

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

### **A. HAWAII PRODUCTS PREFERENCE**

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

### **B. APPRENTICESHIP PROGRAMS PREFERENCE**

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

**( ) Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.**

### **C. RECYCLED PRODUCT PREFERENCE**

Recycled product preference shall not apply to this proposal.

**PROPOSAL SCHEDULE**

<b>PID 207</b>					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
201.1100	Clearing and Grubbing	LS	LS	LS	\$ _____
209.1100	Installation, Maintenance, Monitoring, and Removal of BMP	LS	LS	LS	\$ _____
209.1200	Additional Water Pollution, Dust, and Erosion Control	FA	FA	FA	\$ 20,000.00
617.1100	Imported Planting Soil, 4" Layer	30	CY	\$ _____	\$ _____
618.1200	Soil Preparation, No Tilling	255	SY	\$ _____	\$ _____
619.1100	Carex (Carex wahuensis), 6" Pot @ 24" O.C. Tri. Spacing	661	EA	\$ _____	\$ _____
621.1100	Inventory of Invasive Species before Construction	LS	LS	LS	\$ _____
621.1200	Invasive Species Removal Plan	FA	FA	FA	\$ 5,000.00
621.1300	Removal of Plants and Animals Established before Physical Construction or Site Work, Post Removal Monitoring	FA	FA	FA	\$ 40,000.00
621.1400	Monitoring of Invasive Species During and After Construction	LS	LS	LS	\$ _____
621.1500	Post-Construction Inventory Prior to Returning the Site to the State	LS	LS	LS	\$ _____
641.1100	Hydro-Mulch With Geobinder (No Grass Seed)	255	SY	\$ _____	\$ _____
641.1300	Additional Hydro-Mulch With Geobinder Without Grass Seed Mix Applications	FA	FA	FA	\$ 11,475.00
643.1100	Maintenance of Existing Landscape Areas	FA	FA	FA	\$ 10,000.00
645.1100	Traffic Control	LS	LS	LS	\$ _____
645.1200	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	FA	FA	FA	\$ 40,000.00
648.1100	Field-Posted Drawings	LS	LS	LS	\$ _____

659.1100	Erosion Control Matting, Type 2	255	SY	\$		\$
696.1100	Maintenance of Existing Field Offices	FA	FA		FA	\$ 20,000.00
699.1100	Mobilization (Not to Exceed 6 Percent of the Sum of All Items [PID 207] Excluding the Bid Price of this Item)	LS	LS		LS	\$
TOTAL (PID 207)						\$

**PID 416**

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
201.2100	Clearing and Grubbing	LS	LS	LS	\$
201.2200	Additional Clearing and Grubbing	FA	FA	FA	\$ 50,000.00
203.2100	Excavation and Embankment	1,620	SY	\$	\$
203.2200	Additional Excavation and Embankment	FA	FA	FA	\$ 100,000.00
209.2100	Installation, Maintenance, Monitoring, and Removal of BMP	LS	LS	LS	\$
209.2200	Additional Water Pollution, Dust, and Erosion Control	FA	FA	FA	\$ 30,000.00
617.2100	Imported Planting Soil, 4" Layer	225	CY	\$	\$
618.2100	Soil Preparation, With Tilling	300	SY	\$	\$
618.2200	Soil Preparation, No Tilling	1,700	SY	\$	\$
618.2300	Imported Compost, 2" Layer	2,000	SY	\$	\$
619.2200	Kawelu Grass ( <i>Eragrostis variabilis</i> ), 6" Pot @ 24" O.C. Tri. Spacing	5,184	EA	\$	\$
621.2100	Inventory of Invasive Species before Construction	LS	LS	LS	\$
621.2200	Invasive Species Removal Plan	FA	FA	FA	\$ 5,000.00
621.2300	Removal of Plants and Animals Established before Physical Construction or Site Work, Post Removal Monitoring	FA	FA	FA	\$ 50,000.00
621.2400	Monitoring of Invasive Species During and After Construction	LS	LS	LS	\$
621.2500	Post-Construction Inventory Prior to Returning the Site to the State	LS	LS	LS	\$
641.2100	Hydro-Mulch With Geobinder (No Grass Seed)	1,700	SY	\$	\$
641.2200	Hydro-Mulch With Grass Seed (No Geobinder)	300	SY	\$	\$

641.2300	Additional Hydro-Mulch With Geobinder Without Grass Seed Mix Applications	FA	FA	FA	\$ 76,500.00
641.2400	Additional Hydro-Mulch With Grass Seed Mix Applications	FA	FA	FA	\$ 13,500.00
642.2100	Tree Trimming	FA	FA	FA	\$ 5,000.00
643.2100	Maintenance of Existing Landscape Areas	FA	FA	FA	\$ 30,000.00
645.2100	Traffic Control	LS	LS	LS	\$
645.2200	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	FA	FA	FA	\$ 30,000.00
648.2100	Field-Posted Drawings	LS	LS	LS	\$
659.2100	Erosion Control Matting, Type 2	1,700	SY	\$	\$
659.2200	Erosion Control Matting, Type 3	300	SY	\$	\$
696.2100	Maintenance of Existing Field Offices	FA	FA	FA	\$ 30,000.00
699.2100	Mobilization (Not to Exceed 6 Percent of the Sum of All Items [PID 416] Excluding the Bid Price of this Item)	LS	LS	LS	\$
TOTAL (PID 416)					\$

**PROPOSAL SCHEDULE SUMMARY**

a. TOTAL (PID 207)	\$ _____
b. TOTAL (PID 416)	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS	\$ _____

NOTES:

- a. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection.
  
- b. Bids shall include all Federal, State, County and other applicable taxes and fees.
  
- c. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
  
- d. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
  
- e. Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HiePRO. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.  
If there is a conflict between the specification document and the HiePRO solicitation, the specifications shall govern and control, unless otherwise specified.

1 **PROPOSAL SCHEDULE**

2  
3 The bidder is directed to Subsection 105.16 – Subcontracts.

4  
5 The bidder's attention is directed to Sections 696 – Field Office and  
6 Project Site Laboratory and 699 – Mobilization for the limitation of the amount  
7 bidders are allowed to bid.

8  
9 If the bid price for any proposal item having a maximum allowable bid  
10 indicated therefore in any of the contract documents is in excess of such a  
11 maximum amount, the bid price for such proposal item shall be adjusted to reflect  
12 the limitation thereon. The comparison of bids to determine the successful bidder  
13 and the amount of contract to be awarded shall be determined after such  
14 adjustments are made, and such adjustments shall be binding upon the bidder.

# 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**

**FORMS**

**Contents**

**Contract**

**Performance Bond (Surety)**

**Performance Bond**

**Labor and Material Payment Bond (Surety)**

**Labor and Material Payment Bond**

**Chapter 104 Compliance Certificate**

**Certification of Compliance for Employment of State Residents**

CONTRACT

THIS AGREEMENT, made this day of \_\_\_\_\_, 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, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»----DOLLARS (\$«BASIC\_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC\_NUMERIC»

which sum shall be provided from State funds, 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 in writing 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.

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»

(Seal)

\_\_\_\_\_  
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 Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above-bound Principal has signed Contract with the Obligee on \_\_\_\_\_ for the following project: \_\_\_\_\_

\_\_\_\_\_ hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

# LABOR AND MATERIAL PAYMENT BOND

## KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto \_\_\_\_\_  
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;**
- Share Certificate** unconditionally assigned to or made payable at sight to \_\_\_\_\_  
Description: \_\_\_\_\_
- Certificate of Deposit, No.** \_\_\_\_\_, dated \_\_\_\_\_  
issued by \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Cashier's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Teller's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Treasurer's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Official Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Certified Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the following Project: \_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE,**

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

**AND IT IS HEREBY STIPULATED AND AGREED** that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_  
Name of Contractor

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:

A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and

B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.

2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
«CONTRACTOR»  
Name of Corporation, Partnership, or Individual

\_\_\_\_\_  
Signature and Title of Signer

Notary Seal  
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary signature \_\_\_\_\_  
Notary public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Notary Seal  
NOTARY CERTIFICATION

Doc. Date: \_\_\_\_\_ #Pages: \_\_\_\_\_  
Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_  
Doc. Description: \_\_\_\_\_  
\_\_\_\_\_  
Notary signature \_\_\_\_\_  
Date \_\_\_\_\_

**PROVISIONS TO BE INCLUDED IN  
CONSTRUCTION PROCUREMENT SOLICITATIONS**

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
  - a. "Contract" means contracts for construction under 103D, HRS.
  - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
  - c. "Construction" has the same meaning as in Section 103D-104, HRS.
  - d. "General Contractor" means any person having a construction contract with a governmental body.
  - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
  - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
  - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
  
2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
  - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
  - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
  - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
  - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
  - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE  
FOR  
EMPLOYMENT OF STATE RESIDENTS  
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: \_\_\_\_\_

Agency Project No: \_\_\_\_\_

Contract No.: \_\_\_\_\_

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011--Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of \_\_\_\_\_ and  
(Name of Contractor or Subcontractor Company)  
for the Project Contract indicated above, \_\_\_\_\_ was in  
(Name of Contractor or Subcontractor Company)  
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

I am an officer of the **Contractor** for this contract.

I am an officer of a **Subcontractor** for this contract.

*CORPORATE SEAL*

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

Subscribed and sworn to me before this  
\_\_\_\_ day of \_\_\_\_\_, 2011.

Doc. Date: \_\_\_\_\_ # of Pages \_\_\_\_\_ 1<sup>st</sup> Circuit

Notary Name: \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, 1<sup>st</sup> Circuit, State of Hawai'i  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION