



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

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

FOR

**HDOT PUNCHBOWL OFFICE RENOVATION
FEDERAL AID PROJECT NO. HWY-02-27M**

DISTRICT OF HONOLULU

ISLAND OF OAHU

FY 2026

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

The receiving of bids for the **HAWAII DEPARTMENT OF TRANSPORTATION (HDOT) PUNCHBOWL OFFICE RENOVATION, DISTRICT OF HONOLULU, ISLAND OF OAHU, FEDERAL-AID PROJECT NO. HWY-02-27M**, 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 October 6, 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 demolition work to include portions interior doors and frames, select walls, acoustical ceiling tile and grid, and so forth, on the 5th Floor, Director's Office Reception area and Committee Room of the building. Renovation work includes new entry glass doors and window walls, new carpeting in Committee Room and Reception area, and repainting. The estimated cost of construction is between \$295,000.00 and \$300,000.00.

To be eligible for award, bidders shall possess a valid State of Hawaii General Building "B", Contractor's license **prior to the award of contract.**

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HiePRO **no later than September 15, 2026, at 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HiePRO.

If there is a conflict between the solicitation and information stated in the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

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

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

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

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

pursuant to this advertisement shall be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR Part 200).

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

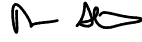
Bidders shall read the following included in the solicitation:

1. "CIVIL RIGHTS COMPLIANCE AND DISADVANTAGED BUSINESS ENTERPRISE SPECIAL PROVISIONS"

Driving While Impaired (DWI) Education. The HDOT encourages all organizations contracted with HDOT to have an employee education program preventing DWI. DWI is defined as operating a motor vehicle while impaired by alcohol or other legal or illegal substances. The 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 Evan Kimoto, Project Manager, by phone at (808) 692-7551 or by email at evan.kimoto@hawaii.gov.

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



ROBIN K. SHISHIDO
Deputy Director of Transportation for Highways

HlePRO RELEASE DATE: August 26, 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.

CIVIL RIGHTS COMPLIANCE AND DISADVANTAGED BUSINESS ENTERPRISE SPECIAL PROVISIONS

I. GENERAL

This project is subject to Title 49 Code of Federal Regulations (CFR), Part 26, entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Financial Assistance Programs," hereinafter referred to as the "DBE Regulations" and is incorporated and made a part of this contract herein by this reference, as revised by the United States Department of Transportation's (USDOT) DBE Interim Final Rule (IFR) issued October 3, 2025 (hereinafter referred to as IFR). The following shall be incorporated as part of the contract documents for compliance. If any requirements herein conflict with the general provisions or special provisions applicable to this project, the requirements herein shall prevail unless specifically superseded or amended in the special provisions or by addendum.

II. POLICY

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

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

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

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

III. NON-DISCRIMINATION POLICY

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

"The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26, as revised by the

DBE IFR, in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate which may include, but is not limited to: 1) withholding monthly progress payments; 2) assessing sanctions; 3) liquidated damages; and/or 4) disqualifying the contractor from future bidding as non-responsible.”

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

- IV. **BIDDER/OFFEROR RESPONSIBILITIES (RESERVED)**
- V. **PROPOSAL REQUIREMENTS (RESERVED)**
- VI. **COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL (RESERVED)**
- VII. **USE OF JOINT CHECKS UNDER THE DBE PROGRAM (RESERVED)**
- VIII. **DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD (RESERVED)**
- IX. **ADMINISTRATIVE RECONSIDERATION (RESERVED)**
- X. **AWARD OF CONTRACT (RESERVED)**
- XI. **REPLACEMENT OF A DBE ON A PROJECT WITH A CONTRACT GOAL (RESERVED)**
- XII. **CONTRACT COMPLIANCE**

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

The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. HDOT may require additional information related to the contract to be provided electronically through the online tracking system at any time before, during, or after contract award. Information related to contractor access of the online tracking system will be provided to designated point of contact with each contractor upon award of the contract. The online

tracking system is web-based and can be accessed at the following internet address:
<https://hdot.dbesystem.com/>.

XIII. PAYMENT

- A. HDOT will make an estimate in writing each month based on the items of work performed and materials incorporated in the work and the value therefore at the unit prices or lump sum prices set forth in the contract. All progress estimates and payments will be approximate only and shall be subject to correction at any time prior to or in the final estimate and payment. HDOT will not withhold any amount from any payment to the contractor, including retainage.
- B. The contractor shall pay all subcontractors within 10 calendar days after receipt of any progress payments from HDOT. This clause applies to all subcontractors, and all tiers of subcontracts. As per HRS § 103-10.5 Prompt payment, the contractor will verify that payment or retainage has been released to the subcontractors or its suppliers within the specified time through entries in HDOT's online tracking system during the corresponding monthly audits. Prompt payment will be monitored and enforced through the contractor's reporting of payments to its subcontractors and suppliers in the online tracking system.

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

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

XIV. RECORDS

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

The records to be kept by the contractor shall include:

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

XV. FAILURE TO COMPLY WITH STATED REQUIREMENTS

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

9. Selection of Subcontractors, Procurement of Materials

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS

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

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

“DIVISION 100 - GENERAL PROVISIONS

SECTION 101 - TERMS, ABBREVIATIONS, AND DEFINITIONS

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

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

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

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

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
75		Health, State of Hawaii
76		
77	DOTAX	Department of Taxation, State of Hawaii
78		
79	EPA	U.S. Environmental Protection Agency
80		
81	FHWA	Federal Highway Administration,
82		U.S. Department of Transportation
83		
84	FSS	Federal Specifications and Standards,
85		General Services Administration, U.S. Department of
86		Defense
87		
88	HAR	Hawaii Administrative Rules
89		
90	HDOT	Department of Transportation, State of Hawaii
91		

92	HIOSH	Occupational Safety and Health, Department of Labor and
93		Industrial Relations, State of Hawaii
94		
95	HMA	Hot Mix Asphalt
96		
97	HRS	Hawaii Revised Statutes
98		
99	ICEA	Insulated Cable Engineers Association (formerly IPCEA)
100		
101	IMSA	International Municipal Signal Association
102		
103	IRS	Internal Revenue Service
104		
105	ITE	Institute of Transportation Engineers
106		
107	MUTCD	Manual on Uniform Traffic Control Devices for Streets and
108		Highways, FHWA, U.S. Department of Transportation
109		
110	NCHRP	National Cooperative Highway Research Program
111		
112	NEC	National Electric Code
113		
114	NEMA	National Electrical Manufacturers Association
115		
116	NFPA	National Forest Products Association
117		
118	NPDES	National Pollutant Discharge Elimination System
119		
120	OSHA	Occupational Safety and Health Administration/Act,
121		U.S. Department of Labor
122		
123	SAE	Society of Automotive Engineers
124		
125	SI	International Systems of Units
126		
127	UFAS	Uniform Federal Accessibility Standards
128		
129	UL	Underwriter's Laboratory
130		
131	USGS	U.S. Geological Survey
132		
133	VECP	Value Engineering Cost Proposal
134		
135		
136		

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

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

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

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

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

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

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

Bag - 94 pounds of cement.

Barrel - 376 pounds of cement.

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

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

Bid - See Proposal.

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

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

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

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

Calendar Day - See Day.

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

Completion - See Substantial Completion and Final Completion.

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

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

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

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

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

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

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

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

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

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

Contracting Officer - See Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Hawaii eProcurement System (HlePRO) – The State of Hawaii eProcurement system for issuing solicitations, receiving responses, and issuing notices of award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State Waters - All waters, fresh, brackish, or salt, around and within the State, including, but not limited to, coastal waters, streams, rivers, drainage ditches,

ponds, reservoirs, canals, ground waters, and lakes; provided that drainage ditches, ponds, and reservoirs required as a part of a water pollution control system are excluded.

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

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

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

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

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

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

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

- (1) All traffic lanes (including shoulders, ramps, sidewalks and bike paths) are in their final configuration as designed and the final wearing surface has been installed;
- (2) All operational and safety devices have been installed in accordance with the contract documents including guardrails, end treatments, traffic barriers, required signs and pavement markings, drainage, parapet, and bridge and pavement structures;
- (3) All required illumination and lighting for normal and safe use and operation is installed and functional in accordance with the contract documents;
- (4) All utilities and services are connected and working;

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

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

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

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

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

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

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

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

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

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

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

Water Pollution - (1) Such contamination or other alteration of the physical, chemical, or biological properties of any state waters, including change in temperature, taste, color, turbidity, or odor of the waters, or (2) Such discharge of any liquid, gaseous, solid, radioactive, or other substances into any state waters, as will or is likely to create a nuisance or render such waters unreasonably harmful, detrimental, or injurious to public health, safety, or

welfare, including harm, detriment, or injury to public water supplies, fish and aquatic life and wildlife, recreational purposes and agricultural and industrial research and scientific uses of such waters or as will or is likely to violate any water quality standards, effluent standards, treatment and pretreatment standards, or standards of performance for new sources adopted by the Department of Health.

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

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

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

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

END OF SECTION 101

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

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

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

102.03 (Unassigned).

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

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

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

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

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

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

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

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

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

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

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

(1) The nature and location of the work;

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

(3) The difficulties to be encountered; and

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

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

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

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

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

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

(3) The lump sum amount; and

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

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

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

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

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

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

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

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

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

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

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

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

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

180
181 Where the prospective bidder is bidding on multiple projects
182 simultaneously and the proposal limits the maximum gross amount of awards
183 that the bidder can accept at one bid letting, the proposal is not irregular if the
184

limit on the gross amount of awards is clear, and the Department selects the awards that can be given.

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

(1) A deposit of legal tender; or

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

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

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

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

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

(d) If bidder elects options (1) or (3) above for its bid security, said bid security shall be in its original form and shall be submitted before the bid deadline to the Contract Office, Department of Transportation, AliiAIMoku Hale, 869 Punchbowl Street, Room 103, Honolulu, Hawaii 96813. Original surety bid bonds do not need to be submitted to the Contracts Office. Bidders are reminded that a copy of its surety bid bond shall be included with its bid submitted and uploaded to HlePRO.

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

102.09 Delivery of Proposal. Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential

and/or proprietary shall be uploaded as a separate file to HlePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HlePRO.**

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

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

102.10 Withdrawal or Revision of Proposals. Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed, and submitted and upload to HlePRO prior to the bid opening date and time.

102.11 Public Opening of Proposals. Not applicable.

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

- (1) Submittal of more than one proposal whether under the same or different name.
- (2) Evidence of collusion among bidders. The Department will not recognize participants in collusion as bidders for any future work of the Department until such participants are reinstated as qualified bidders.
- (3) Lack of proposal guaranty.
- (4) Submittal of an unsigned or improperly signed proposal.
- (5) Submittal of a proposal without a listing of subcontractors or containing only a partial or incomplete listing of subcontractors.
- (6) Submittal of an irregular proposal in accordance with Subsection 102.07 - Irregular Proposals.
- (7) Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to HRS Chapter 84-15.

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

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

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

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

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

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

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

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

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

102.15 Preferences. Preferences shall not apply to this project.

102.16 Certification for Safety and Health Program for Bids in excess of \$100,000. In accordance with HRS Chapter 396-18, the bidder or offeror, by

324 signing and submitting this proposal, certifies that a written safety and health plan
325 for this project will be available and implemented by the notice to proceed date
326 for this project. Details of the requirements of this plan may be obtained from the
327 State Department of Labor and Industrial Relations, Occupational Safety and
328 Health Division (HIOSH).

329
330 **102.17 Addenda.** Addenda issued shall become part of the contract
331 documents. Addenda to the bid documents will be provided to all prospective
332 bidders via HlePRO. Each addendum shall be an addition to the contract
333 documents. The terms and requirements of the bid documents (i.e., drawings,
334 specifications and other bid and contract documents) cannot be changed prior to
335 the bid opening except by a duly issued addendum.”

336
337
338
339 **END OF SECTION 102**

1 Amend **Section 103 – Award and Execution of Contract** to read as follows:

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
8 quantities and the unit bid prices after the submittal date and time established in
9 HlePRO. If a discrepancy occurs between the unit bid price and the bid price,
10 the unit bid price shall govern.
11

12 The “Buy America” provisions in the Surface Transportation Assistance
13 Act of 1982 is applicable to Federal-aid projects. Bidders may submit a bid
14 based upon the furnishing and use of domestic steel or foreign steel.
15 Manufacturing processes for domestic steel shall occur in the United States.
16

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

21 **103.02 Award of Contract.** The award of contract, if it be awarded, will be
22 made within 60 calendar days after the opening of bids, to the lowest responsible
23 and responsive bidder whose proposal complies with all the prescribed
24 requirements. The Department may request the bidders to allow the Department
25 to consider the bids for the issuance of an award beyond the 60-calendar day
26 period. Agreement to such an extension must be made by a bidder in writing.
27 Only bidders who have agreed to such an extension will be eligible for the award.
28 No response to request shall mean the bidder shall no longer be eligible for
29 award.
30

31 **(1) Requirement for Award.** The Bidder, as proof of
32 compliance with the requirements of section 103D-310(c), HRS, upon
33 award of a contract made pursuant to section 103D-302, HRS, shall
34 provide the documents listed below. The documents shall be
35 submitted promptly to the Department. If a valid
36 certificate/clearance is not submitted on a timely basis upon award,
37 the Bidder may be deemed non-responsible. See also Subsection
38 108.03 – Preconstruction Data Submittal.
39

40 **(A) Tax Clearance.** Pursuant to §103D-310(c), 103-53 and 103D-328,
41 HRS, the bidder shall submit a tax clearance certificate from the State of
42 Hawaii Department of Taxation (DOTAX) and the Internal Revenue
43 Service (IRS), subject to section 103D-328, HRS, current within six
44 months of issuance date.
45

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.

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

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

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

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

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

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

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

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

(a) Legal tender;

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

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

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

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

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

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

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

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

END OF SECTION 103

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

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

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

(HWY-02-27M)
104-1a

48 submission by the contractor of proper documentation of completed
49 force account work, whether periodic (conforming to the applicable
50 billing cycle) or final. The Engineer shall return any
51 documentation that is defective, to the contractor within fifteen days
52 after receipt, with a statement identifying the defect; or
53

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

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

82 **END OF SECTION 104**

1 **SECTION 105 – CONTROL OF WORK**

2
3 Make the following amendments to said Section:

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

7
8 **“105.01 Authority.**

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

14 **(1)**Interpretation of the contract documents.

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

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

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

19 **(5)**Compensation under the contract.

20
21 The Engineer’s decisions on questions, claims, and disputes will be
22 final and conclusive subject to Subsection 107.15 – Disputes and Claims.

23
24 The Engineer may delegate specific authority to act for the
25 Engineer to a specific person or persons. Such delegation of authority
26 shall be established in writing and shall become effective upon delivery to
27 the Contractor.

28
29 **(B) Authority of the Inspectors.** Inspectors, as a representative of
30 the Engineer or other agencies, will inspect the work done and materials
31 furnished. Such inspection may extend to the preparation, fabrication or
32 manufacture of the materials to be used. The Inspector does not have
33 authority vested in the Engineer unless specifically delegated in writing.
34 The Inspector may not alter or waive the provisions of the contract, issue
35 instructions contrary to the contract, or act as agent or representative of
36 the Contractor.

37
38 Failure of an Inspector at any time to reject non-conforming work
39 shall not be considered a waiver of the State’s right to require work in strict
40 conformity with the contract documents as a condition of final acceptance.
41
42
43
44
45
46

47 **(C) Authority of the Consultant and Construction Management.**

48 The State may engage consultants and construction managements to
49 perform duties in connection with the work. Unless otherwise specified in
50 writing to the Contractor, such retained consultants and construction
51 managements shall have no greater authority than an Inspector.”

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

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

65
66 **(III) Amend Subsection 105.03 (A) - Shop Drawing Requirements** by
67 replacing the word, ‘Microstation,’ on line 74 with the word, ‘CADD.’

68
69 **(IV) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**
70 **Provisions** to read as follows:

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

76
77 **(V) Amend Subsection 105.14(D) – No Designated Storage Area** from lines
78 421 to 432 to read as follows:

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

86
87 **(VI) Amend 105.16(A) – Subcontract Requirements** by adding the following
88 paragraph after line 483:

89
90 The 'Specialty Items' of work for this project are as follows:

91
92

Section	Description
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93	No.	
94		
95	615	Contract Items under Section 615 – Selective Demolition
96		
97	675	Contract Item No. 675.0100 under Section 675 - Roller
98		Window Shades
99		
100	676	Contract Item No. 676.0100 under Section 676 - Gypsum
101		Board Repair
102		
103	678	Contract Item 678.0100 under Section 678 - Acoustical Panel
104		Ceilings
105		
106	679	Contract Item No. 679.0100 under Section 679 - Manufactured
107		Casework
108		
109	680	Contract Item No. 680.0100 under Section 680 - Solid Surface
110		Countertops
111		
112	681	Contract Item No. 681.0100 under Section 681 - Repainting
113		
114	682	Contract Item No. 682.0100 under Section 682 - Tile
115		Carpentry
116		
117	683	Contract Item No. 683.0100 under Section 683 - General
118		Mechanical Requirements
119		
120	684	Contract Item No. 684.0100 under Section 684 – Insulation of
121		Mechanical System”
122		
123	685	Contract Item No. 685.0100 under Section 685 - Air
124		Conditioning and Ventilation
125		
126	686	Contract Item No. 686.0100 under Section 686 - Electrical
127		Work
128		
129	689	Contract Item No. 699.0100 under Section 699 - Mobilization

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

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

138 authorized by the Engineer. Substitutions will be allowed only if the
139 subcontractor:
140
141
142
143
144

END OF SECTION 105

1 Make the following amendment to said Section:

2
3 **SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS**
4
5

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

8
9 “Any deviations will be subject to Subsection 102.14 – Substitution of
10 Materials and Equipment Before Bid Opening.
11

12 **(II)** Replace **106.11 – Steel and Iron Construction Material** lines 238 through
13 277 with the following:

14
15 **106.11 Domestic Materials Procurement Preference.** Federal-aid contracts
16 are subject to the Domestic Materials Procurement Preference, as established by
17 the Buy America Act (1978 Surface Transportation Assistance Act) and the Build
18 America, Buy America (BABA) Act (2021 Infrastructure Investment and Jobs Act).
19 This requirement applies to the following categories of products and materials that
20 are permanently incorporated into the project.
21

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

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

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

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

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

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

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

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

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

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

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

- (1) Cement and cementitious materials.
- (2) Aggregates such as stone, sand, or gravel.
- (3) Aggregate binding agents or additives.

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

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

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

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

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

(D) Contractor Domestic Materials Preference (DMP) Form. The Prime Contractor shall provide a Contractor Domestic Materials Preference Form using the E-Construction platform. A DMP form must be submitted for iron, steel, construction materials, and manufactured

135 products delivered to the project and permanently incorporated into the
136 work. The Prime Contractor shall provide supporting documentation to
137 assure the article, material, or supply meets the Domestic Materials
138 Procurement Preference requirements as established in the Buy America
139 Act (1978 Surface Transportation Assistance Act) and the Build America,
140 Buy America (BABA) Act (2021 Infrastructure Investment and Jobs Act).

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143

END OF SECTION 106

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

2
3 Make the following amendments to said Section:

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

7
8 **“(A) Obligation of Contractor.** Contractor shall not commence any
9 work until it obtains, at its own expense, all required insurance described
10 herein. Such insurance shall be provided by an insurance company
11 authorized by the laws of the State to issue such insurance in the State of
12 Hawaii. Coverage by a “Non-Admitted” carrier is permissible provided the
13 carrier has a Best’s Rating of “A-VII” or better. The Contractor shall
14 maintain and ensure all insurance policies are current for the full period of
15 the contract until final acceptance of the work by the State.
16

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

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

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

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

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

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

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

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

(1) Workers' Compensation. The Contractor shall obtain worker's compensation insurance for all persons whom they

93 employ in carrying out the work under this contract. This insurance
94 shall be in strict conformity with the requirements of the most
95 current and applicable State of Hawaii Worker's Compensation
96 Insurance laws in effect on the date of the execution of this contract
97 and as modified during the duration of the contract.
98

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

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

110 (a) Products - Completed/Operations Aggregate,
111

112 (b) Personal & Advertising Injury, and
113

114 (c) Bodily Injury & Property Damage
115

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

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

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137
END OF SECTION 107

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

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

4
5
6 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the
7 Contractor not more 30 calendar days after the contract certification date. The
8 Engineer may suspend the contract before issuing the Notice To Proceed, in
9 which case the Contractor's remedies are exclusively those set forth in
10 Subsection 108.10 – Suspension of Work.

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

18
19 In the event that the Contractor fails to start physical work within the time
20 specified, the Engineer may terminate the contract in accordance with Subsection
21 108.11 – Termination of Contract for Cause.

22
23 During the period between the Notice to Proceed and the Start Work Date
24 the Contractor should adjust work forces, equipment, schedules, and procure
25 materials and required permits, prior to beginning physical work.

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

30
31 In the event that the Engineer establishes, in writing, a Start Work Date that
32 is beyond 60 calendar days from the Notice to Proceed date, the Contractor may
33 submit a claim in accordance with, Subsection 107.15 – Disputes and Claims for
34 increased labor and material costs which are directly attributable to the delay
35 beyond the first 60 calendar days after the Notice to Proceed date.

36
37 The Contractor shall notify the Engineer at least 24 hours before restarting
38 physical work after a suspension of work pursuant to Subsection 108.10 –
39 Suspension of Work.

40
41 Once physical work has begun, the Contractor shall work expeditiously and
42 pursue the work diligently to completion with the contract time. If a portion of the
43 work is to be done in stages, the Contractor shall leave the area safe and usable
44 for the user agency and the public at the end of each stage.

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

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

- (1) List of the Superintendent and other Supervisory Personnel, and their contact information.
- (2) Name of person(s) authorized to sign for the Contractor.
- (3) Work Schedule including hours of operation.
- (4) Initial Progress Schedule (See Subsection 108.06 – Progress Schedule).
- (5) Water Pollution and Siltation Control Submittals, including Site-Specific Best Management Practice Plan.
- (6) Solid Waste Disposal form.
- (7) Tax Rates.
- (8) Insurance Rates.
- (9) Certificate of Insurance, satisfactory to the Engineer, indicating that the Contractor has in place all insurance coverage required by the contract documents.
- (10) Schedule of agreed prices.
- (11) List of suppliers.
- (12) Traffic Control Plan, if applicable.

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

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

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

108.05 Contract Time.

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

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

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

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

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

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

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

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

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

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

183
184 3. Cite the anticipated period of delay and the time
185 extension requested.

186
187 4. State either that the above circumstances have been
188 cleared and normal working conditions restored as of a
189 certain day or that the above circumstances will continue to
190 prevent completion of the project.

191
192 (b) The Contractor shall notify the Engineer in writing when the
193 delay ends. Time extensions will be the exclusive relief granted
194 and no additional compensation will be paid the Contractor for
195 such delays.

196
197 **(4) Delays in Delivery of Materials or Equipment.** For delays in
198 delivery of materials or equipment, which occur as a result of
199 unforeseeable causes beyond the control and without fault of the
200 Contractor, its subcontractor(s) or supplier(s), time extensions shall be
201 the exclusive relief granted and no additional compensation will be paid
202 the Contractor on account of such delay. The delay shall not exceed
203 the difference between the originally scheduled delivery date and the
204 actual delivery date. The Contractor may be granted an extension of
205 time provided that it complies with the following procedures:

206
207 (a) The Contractor's written notice to the Engineer must
208 describe the delays and state the effect such delays may have on
209 the critical path.

210
211 (b) The Contractor, if requested, must submit to the Engineer
212 within five days after a firm delivery date for the material and
213 equipment is established, a written statement regarding the
214 delay. The Contractor must justify the delay as follows:

215
216 1. State specifically all reasons for the delay. Explain in a
217 detailed chronology the effect of the delay on the critical
218 path.

219
220 2. Submit copies of purchase order(s), factory invoice(s),
221 bill(s) of lading, shipping manifest(s), delivery tag(s), and
222 any other documents to support the time extension request.

223
224 3. Cite the start and end date of the delay and the time
225 extension requested.

227 **(5) Delays for Suspension of Work.** When the performance of the
228 work is totally suspended for one or more days (calendar or working
229 days, as appropriate) by order of the Engineer in accordance with
230 Subsections 108.10(A)(1), 108.10(A)(2), or 108.10(A)(5) the number of
231 days from the effective date of the Engineer's order to suspend
232 operations to the effective date of the Engineer's order to resume
233 operations shall not be counted as contract time and the contract
234 completion date will be adjusted. During periods of partial suspensions
235 of the work, the Contractor will be granted a time extension only if the
236 partial suspension affects the critical path. If the Contractor believes
237 that an extension of time is justified for a partial suspension of work, it
238 must request the extension in writing at least five working days before
239 the partial suspension will affect the critical operation(s) in progress.
240 The Contractor must show how the critical path was increased based
241 on the status of the work and must also support its claim if requested,
242 with statements from its subcontractors. A suspension of work will not
243 constitute a waiver of pre-existing Contractor delay.
244

245 **(6) Contractor Caused Delays.** No time extension will be granted
246 under the following circumstances:
247

248 **(a)** Delays within the Contractor's control in performing the
249 work caused by the Contractor, subcontractor, supplier, or any
250 combination thereof.
251

252 **(b)** Delays within the Contractor's control in arrival of
253 materials and equipment caused by the Contractor,
254 subcontractor, supplier, or any combination thereof, in ordering,
255 fabricating, and delivery.
256

257 **(c)** Delays requested for changes which do not affect the
258 critical path.
259

260 **(d)** Delays caused by the failure of the Contractor to make
261 submittals in a timely manner for review and acceptance by the
262 Engineer, such as but not limited to shop drawings, descriptive
263 sheets, material samples, and color samples except as covered
264 in Subsection 108.05(B)(3) – Delays Beyond Contractor's Control
265 and 108.05(B)(4) – Delays in Delivery of Materials or Equipment.
266

267 **(e)** Delays caused by the failure to submit sufficient
268 information and data in a timely manner in the proper form in
269 order to obtain necessary permits related to the work.
270

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

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

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

108.06 Progress Schedules.

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

Schedule submittals shall be as follows:

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

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

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

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

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

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

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

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

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

(i) Show target bars for all activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Incorporate all physical access and availability restraints.

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

(C) Engineer's Acceptance of Progress Schedule. The submittal of, and the Engineer's receipt of any progress schedule, shall not be deemed an agreement to modify any terms or conditions of the contract. Any modifications to the contract terms and conditions that appear in or may be inferred from an acceptable schedule will not be valid or enforceable unless and until the Engineer exercises discretion to issue an appropriate change order. Nor shall any submittal or receipt imply the Engineer's approval of the schedule's breakdown, its individual elements, any critical path that may

be shown, nor shall it obligate the State to make its personnel available outside normal working hours or the working hours established by the Contract in order to accommodate such schedule. The Contractor has the risk of all elements (whether or not shown) of the schedule and its execution. No claim for additional compensation, time, or both, shall be made by the Contractor or recognized by the Engineer for delays during any period for which an acceptable progress schedule or an updated progress schedule as required by Subsection 108.06(E) – Contractor's Continuing Schedule Submittal Requirements had not been submitted. Any acceptance or approval of the schedule shall be for general format only and shall not be deemed an agreement by the State that the construction means, methods, and resources shown on the schedule will result in work that conforms to the contract requirements or that the sequences or durations indicated are feasible.

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

- (1)** Four sets of the TSLD schedule.
- (2)** All the software files and data to re-create the TSLD in a computerized software format as specified by the Engineer.
- (3)** A listing of equipment that is anticipated to be used on the project. Including the type, size, make, year of manufacture, and all information necessary to identify the equipment in the Rental Rate Blue Book for Construction Equipment.
- (4)** An anticipated manpower requirement graph plotting contract time and total manpower requirement. This may be superimposed over the payment graph.
- (5)** A Method Statement that is a detailed narrative describing the work to be done and the method by which the work shall be accomplished for each major activity. A major activity is an activity that:
 - (a)** Has a duration longer than five days.
 - (b)** Is a milestone activity.
 - (c)** Is a contract item that exceeds \$10,000 on the contract cost proposal.
 - (d)** Is a critical path activity.

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

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

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

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

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

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

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

(E) Contractor's Continuing Schedule Submittal Requirements.

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

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

The Contractor shall submit updates of the anticipated work completion graph, equipment listing, manpower requirement graph or method statement when requested by the Engineer. The Contractor shall

submit such updates within 4 calendar days from the date of the request by the Engineer.

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

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

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

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

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

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

The Contractor shall perform the work in accordance with the submitted TSLD. The Engineer may require the Contractor to provide

additional work forces and equipment to bring the progress of the work into conformance with the TSLD at no increase in contract price or contract time whenever the Engineer determines that the progress of the work does not insure completion within the specified contract time.

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

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

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

(b) The duration of all events and delays.

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

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

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

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

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

When the Contractor fails to reach substantial completion of the work for which liquidated damages are specified, within the time or times fixed in the contract or any extension thereof, in addition to all other remedies for breach that may be available to the State, the Contractor shall pay liquidated damages to the State, in the amount of **\$4,820** per working day.

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

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

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

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

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

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

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

108.09 Rental Fees for Unauthorized Lane Closure or Occupancy. In addition to all other remedies available to the State for Contractor's breach of the terms of the contract, the Engineer will assess the rental fees in the amount of \$500 for every one-to fifteen-minute increment for each roadway lane closed to public use or occupied beyond the time periods authorized in the contract or by the Engineer. The maximum amount assessed per day shall be \$5,000. The

State may, at its discretion, deduct the amount from monies due or that may become due under the contract. The rental fee may be waived in whole or part if the Engineer determines that the unauthorized period of lane closure or occupancy was due to factors beyond the control of the Contractor. Equipment breakdown is not a cause to waive liquidated damages.

108.10 Suspension of Work.

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

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

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

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

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

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

(b) Carry out orders given by the Engineer.

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

(d) Provide adequate supervision on the jobsite.

(5) The convenience of the State.

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

(C) Reimbursement to Contractor. In the event that the Contractor is ordered by the Engineer in writing as provided herein to suspend all work

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

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

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

(1) For weather related conditions.

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

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

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

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

(F) No Adjustment. No provision of this clause shall entitle the Contractor to any adjustments for delays due to failure of its surety, the cancellation or expiration of any insurance coverage required by the contract documents, for suspensions made at the request of the Contractor,

for any delay required under the contract, for suspensions, either partial or whole, made by the Engineer under Subsection 108.10(A)(4) of the "Suspension of work" paragraph.

108.11 Termination of Contract for Cause.

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

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

(C) Costs and Charges. All costs and charges incurred by the State, together with the cost of completing the work under contract, will be deducted from any monies due or which would or might have become due to the Contractor had it been allowed to complete the work under the contract. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay the State the amount of the excess.

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

(D) Erroneous Termination for Cause. If, after notice of termination of the Contractor's right to proceed under this section, it is determined for any

reason that good cause did not exist to allow the State to terminate as provided herein, the rights and obligations of the parties shall be the same as, and the relief afforded the Contractor shall be limited to, the provisions contained in Subsection 108.12 – Termination for Convenience.

108.12 Termination For Convenience.

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

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

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

(1) Any completed work.

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

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

(D) Compensation.

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

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

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

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

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

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

(4) Cost claimed, agreed to, or established by the State shall be

in accordance with HAR Chapter 3-123.

108.13 Pre-Final and Final Inspections.

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

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

- (1)** All written guarantees required by the contract.
- (2)** Two accepted final field-posted drawings as specified in Section 648 – Field-Posted Drawings;
- (3)** Complete weekly certified payroll records for the Contractor and Subcontractors.
- (4)** Certificate of Plumbing and Electrical Inspection.
- (5)** Certificate of building occupancy as required.
- (6)** Certificate of Soil and Wood Treatments.
- (7)** Certificate of Water System Chlorination.
- (8)** Certificate of Elevator Inspection, Boiler and Pressure Pipe Inspection.
- (9)** Maintenance Service Contract and two copies of a list of all equipment installed.
- (10)** Current Tax clearance. The contractor will be required to submit an additional tax clearance certificate when the final payment is made.
- (11)** And any other final items and submittals required by the contract documents.

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

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

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

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

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

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

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

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

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

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

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

108.14 Substantial Completion and Final Acceptance.

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

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

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

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

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

108.17 Guarantee of Work.

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

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

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

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

(3) The State will be entitled to the benefit of all manufacturers and installers warranties that extend beyond the terms of the Contractor's guaranty regardless of whether or not such extended warranty is required by the contract documents. The Contractor shall prepare and submit all

documents required by the providers of such warranties to make them effective, and submit copies of such documents to the Engineer. If an available extended warranty cannot be transferred or assigned to the State as the ultimate user, the Contractor shall notify the Engineer who may direct that the warranted items be acquired in the name of the State as purchaser.

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

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

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

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

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

108.19 Final Settlement of Contract.

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

- (1) All written guarantees required by the contract.
- (2) Complete and certified weekly payrolls for the Contractor and its subcontractor's.
- (3) Certificate of plumbing and electrical inspection.
- (4) Certificate of building occupancy.

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- (5) Certificate for soil treatment and wood treatment.
- (6) Certificate of water system chlorination.
- (7) Certificate of elevator inspection, boiler and pressure pipe installation.
- (8) Tax clearance.
- (9) All other documents required by the Contract or by law.

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

END OF SECTION 108

1 **SECTION 109 – MEASUREMENT AND PAYMENT**

2
3 Make the following amendment to said Section:

4
5 **(I) Amend Subsection 109.05 Allowances for Overhead and Profit** by
6 revising lines 101 to 110 to read as follows:

7
8 **“(1) 20 percent of the direct cost for any work performed by the**
9 **Contractor’s own labor force.**

10
11 **(2) 20 percent of the direct cost for any work performed by each**
12 **subcontractor’s own labor force.**

13
14 **(3) For the Contractor or any subcontractor for work performed**
15 **by their respective subcontractor or tier subcontractor, 10 percent**
16 **of the amount due to the performing subcontractor or tier**
17 **subcontractor.”**

18
19 **(II) Amend Subsection 109.08(B) Payment for Material On Hand** by
20 revising lines 421 to 423 to read as follows:

21
22 **“(2) The materials shall be stored and handled in accordance**
23 **with Subsection 105.14 – Storage and Handling of Materials and**
24 **Equipment.”**

25
26
27 **(III) Amend Subsection 109.11 Final Payment** by revising lines 568 to 576
28 to read as follows:

29
30 **“(3) A current “Certificate of Vendor Compliance” issued by the**
31 **Hawaii Compliance Express (HCE). The Certificate of Vendor**
32 **Compliance is used to certify the Contractor’s compliance with**

33
34 **(a) Section 103D-328, HRS (for all contracts \$25,000 or**
35 **more) which requires a current tax clearance certificate**
36 **issued by the Hawaii State Department of Taxation and the**
37 **Internal Revenue Service;**

38
39 **(b) Chapters 383, 386, 392, and 393, HRS; and**

40
41 **(c) Subsection 103D-310(c), HRS. The State reserves**
42 **the right to verify that compliance is current prior to the**
43 **issuance of final payment. Contractors are advised that non-**
44 **compliance status will result in final payment being withheld**
45 **until compliance is attained.**

46
47 Sums necessary to meet the claims of any governmental agencies
48 may be withheld from the sums due the Contractor until said

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109-1a

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

51

52

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54

END OF SECTION 109

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

2
3 **"SECTION 615 – SELECTIVE DEMOLITION**

4
5 **615.01 Description.** This section describes all work required for selective
6 demolition for this Project

7
8 **615.02 Materials.** None.

9
10 **615.03 Construction.**

11
12 **(A) General.**

13
14 **(1)** Provide all labor, tools, and equipment necessary to complete
15 all demolition work as described in the drawings. Work shall be
16 phased as required since the HDOT Punchbowl Offices will be in
17 operation during the construction of this Project.

18
19 **(2)** Extent of selective demolition work is indicated on drawings.
20 Work shall be phased to allow for the continued use of facilities.

21
22 **(3)** It shall be the responsibility of the Contractor to examine the
23 project site and determine for himself the existing conditions.

24
25 **(4)** Selective demolition work includes but is not limited to selective
26 demolition, removal, and subsequent disposal of all materials
27 indicated or required to be removed and salvaged for reuse for the
28 State.

29
30 **(5)** Execute all work in an orderly and careful manner with due
31 consideration for all items of work to remain.

32
33 **(6)** All barricades and phasing shall allow NFPA 101 and ICBO
34 UBC safe exiting of the remaining facilities at all times unless
35 otherwise allowed in writing by the Contracting Officer. Provide
36 temporary features as necessary to conform to this requirement. All
37 debris of any kind accumulated from the work of this Section shall be
38 disposed off the site.

39
40 **(7)** Burning of any debris on-site will not be permitted.

41
42 **(8)** Clean and deliver salvaged items not reinstalled on location as
43 directed by the Contracting Officer.

44
45 **(B) Permits, Notice, Etc.:**

47 (1) The Contractor shall procure and pay for all necessary permits
48 or certificates that may be required in connection with this work.
49

50 (2) The Contractor shall serve proper notice and consult with the
51 Contracting Officer regarding any temporary disconnections of
52 electrical or other utility lines in the area which may interfere with the
53 removal work, and all such lines where necessary shall be properly
54 disconnected or relocated before commencing with the work.
55

56 **(C) Submittals**
57

58 (1) Schedule: Submit six copies of schedule indicating proposed
59 methods and sequence of operations for selective demolition work to
60 the Contracting Officer for review prior to commencement of work.
61 Include coordination for temporary shut-off and continuation of utility
62 services as required, together with details for dust and noise control
63 protection. All demolition and removal work must be coordinated with
64 the Contracting Officer.
65

66 **(D) Job Conditions**
67

68 (1) Condition of Structure: The State assumes no responsibility for
69 actual condition of items or portions of structure and appurtenances
70 to be demolished or removed.
71

72 (2) Conditions existing at time of commencement of contract will
73 be maintained by the State as practical
74

75 (3) Do not interfere with use of adjacent occupied spaces.
76 Maintain free and safe passage to and from occupied spaces.
77

78 (4) Partial Demolition and Removal: Items indicated to be
79 removed but not indicated for either reinstallation at the same or new
80 location or for salvage by the State but of salvageable value to
81 Contractor, may be removed from structure as work progresses.
82 Materials to be reinstalled or for salvage by the State shall be
83 carefully removed by workmen skilled in the installation of similar
84 materials. Transport salvaged items for the State from site to a
85 storage location as they are removed.
86

87 (5) Store materials indicated to be reinstalled in a manner that
88 protects the material from damage or deterioration.
89

90 (6) Deliver materials to be salvaged for the State to a location at
91 the as directed by the Contracting Officer.
92

93 (7) Storage or sale of removed items on site will not be permitted.

94
95 (8) Protections: Provide temporary barricades and other forms of
96 protection as required to protect the general public from injury due to
97 selective demolition work and to maintain security.

98
99 (a) Provide interior and exterior shoring, bracing, or support
100 to prevent movement, settlement, or collapse of structure or
101 elements to be demolished, and adjacent facilities or work to
102 remain.

103
104 (b) Protect from damage existing finish work that is to remain
105 in place and becomes exposed during demolition operations.

106
107 (c) Life safety procedures and provisions shall be in
108 conformance with all applicable Federal, State, and City and
109 County regulations, including HOSHA. Remove protections at
110 completion of work.

111
112 (9) Damages: Promptly repair damages caused to adjacent
113 facilities by demolition work at no cost to the State.

114
115 (10) Traffic: Conduct selective demolition operations and debris
116 removal in a manner to ensure minimum interference with roads,
117 streets, walks, and other adjacent occupied or used facilities. Do not
118 close, block or otherwise obstruct streets, walks, or other occupied or
119 used facilities without written permission from the Contracting Officer.
120 Provide alternate routes around closed or obstructed traffic ways if
121 required by governing regulations, as directed by the Contracting
122 Officer.

123
124 (11) Explosives: Use of explosives will not be permitted.

125
126 (12) Utility Services: The existence of above and below ground
127 utility lines other than those shown on the drawings is not definitely
128 known. Should any other utility lines be encountered, the Contractor
129 shall immediately notify the Contracting Officer and follow his
130 direction as to procedure. Maintain existing utilities indicated to
131 remain, keep in service, and protect against damage during
132 demolition operations. Do not interrupt existing utilities serving
133 occupied buildings or facilities, except when authorized in writing by
134 the Contracting Officer. Outages and interruptions must be approved
135 in advance by the Contracting Officer. Submit written notice of
136 outages and interruptions not less than fourteen days in advance of
137 intended outage. Report damage, however slight, immediately. Do

not repair or reconstruct any pipe, conduit, or installation without authorization, except perform emergency repairs immediately.

(E) Dust Control:

(1) Keep dust within acceptable levels at all times, including non-working hours, weekends, and holidays, in conformance with Chapter 60.1 - Air Pollution Control of the DOE Department of Health, Public Health Regulations, latest edition.

(2) Only wet grinding or cutting of concrete and masonry will be allowed on exterior surfaces. Concrete slurry shall be vacuumed immediately and not allowed to enter the storm drain system.

(3) Mechanical dry sweeping not permitted. Vacuuming, wet mopping, approved limited dry hand, wet, or damp sweeping is acceptable.

(4) During loading operations, water down debris and waste materials to allay dust.

(5) The method of dust control and all cost incurred thereof shall be the responsibility of the Contractor.

(F) Noise Control:

(1) Noise shall be kept within acceptable levels at all times in conformance with State Department of Health, Title II, Administrative Rules, Chapter 46 - Community Noise Control.

The Contractor shall obtain and pay for community noise permit from the State Department of Health when the construction equipment or other devices emit noise at level exceeding the allowable limits.

(2) All internal combustion engine powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels.

(3) Starting up of on-site vehicular equipment meeting allowable noise limits shall not be done prior to 6:45 a.m. without prior approval of the Contracting Officer. Equipment exceeding allowable noise limits shall not be started prior to 7:00 a.m.

(G) Other Controls:

(1) Wherever trucks and/or vehicles leave the site and enter surrounding paved streets, the Contractor shall prevent any material from being spilled onto the pavement. Wastewater shall not be discharged into existing streams, waterways, or drainage systems such as gutter and catch basins unless treated to comply with Department of Health pollution regulations.

(2) Trucks hauling materials shall be covered as required by PUC regulation. Trucks hauling fine materials shall be covered.

(3) Noxious fumes and offensive odors shall be kept within acceptable levels at all times including non-working hours. Sufficient ventilation shall be employed, especially in confined areas, to minimize the effects of the fumes and odors.

(4) Whenever truck and/or vehicles cross any hardstand, taxiway, runway or other area utilized by aircraft, the Contractor shall prevent any material from being spilled. Should any material be spilled, it shall be removed immediately to prevent a FOD problem.

(H) Contract Zone Limits

The Contract Zone Limits shall generally be as indicated on the key plans and/or site plans, however, work outside the Zone Limits necessary to complete the project shall be included.

(I) Maintaining Traffic

(1) The Contractor shall conduct operations with minimum interference streets, driveways, sidewalks, etc.

(2) When necessary, the Contractor shall provide, erect and maintain lights, barriers, etc., as required by traffic and safety regulations with special attention to protection of life.

(J) Execution

(1) INSPECTION: Prior to commencement of selective demolition work, inspect areas in which work will be performed. Inventory existing conditions of structure surfaces, equipment or surrounding properties, which could be misconstrued as damage resulting from selective demolition work; photograph, video or otherwise document and file with the Contracting Officer prior to starting work.

(K) Preparation

(1) Provide temporary security and phasing barriers as indicated or as directed by the Contracting Officer.

(2) Refer to notes on drawings regarding work on exterior utilities. Provide by-pass connections as necessary to maintain continuity of service to adjacent occupied buildings.

(3) Water and sewer facilities shall be available and in operating condition at all times. All dust shall be suppressed by a fog spray or other approved method.

(4) The Contractor shall visit the project site, examine the premises and note all existing conditions and the extent involved for the complete and proper execution of all work as called for on the plans and as herein-after specified.

(L) Barricades

(1) Erect temporary barricades as required, to prevent people from entering into project area to the extent as acceptable to the Contracting Officer. The extent of barricade may be adjusted as necessary with the acceptance of the Contracting Officer. This work shall be accomplished at no extra cost to the State.

(2) When necessary, the Contractor shall provide, erect and maintain lights, barriers, etc., as required by traffic and safety regulations with special attention to protection of life.

(M) Selective Demolition

(1) Perform selective demolition work, including all exterior improvements indicated on the drawings, in a systematic manner. Use such methods as required to complete work indicated on drawings in accordance with demolition schedule and governing regulations.

(2) Demolish concrete, masonry, and stone work in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.

(3) Provide services for effective air and water pollution controls as required by local authorities having jurisdiction. All dust shall be suppressed by a fog spray or other methods acceptable to the Contracting Officer.

(4) Water and sewer facilities shall be available and in operating condition at all times.

(5) Demolish and remove existing materials as required within the Contract Zone Limits, with the exception of any structures to remain and any active water, drainage, electrical, etc., lines, and boxes, unless otherwise directed by the Contracting Officer.

(6) If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to the Contracting Officer in written, accurate detail. Pending receipt of directive from the Contracting Officer rearrange selective demolition schedule as necessary to continue overall job progress without delay.

(7) Abandoned utility lines shall be removed if within the demolition depth, and plugged and abandoned in place if below this depth.

(8) Trenches, holes, depressions, and pits left by the removal of miscellaneous improvements shall be backfilled to the satisfaction of the Contracting Officer. Backfill with suitable material and compact to 95% maximum dry density as determined by ASTM Test Method D 1557.

(N) Disposal of Demolished Materials: Remove debris, rubbish, and other materials resulting from demolition operations from building site daily. Transport and legally dispose of materials off site.

(1) If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

(2) Burning of removed materials is not permitted on project site.

(3) Contractor shall submit a disposal manifest to the Contracting Officer.

(O) Clean Up and Repair

(1) Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.

(2) Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

(3) All existing grass areas disturbed or damaged due to construction or ingress or egress to the site shall be repaired to its original conditions. Grass areas shall be recultivated, topsoiled, and then grassed with the same kind and type of material as existing, in a manner acceptable to the Contracting Officer.

615.04 Measurement.

(A) The Engineer will measure Selective Demolition, Remove Select Wood Wall Paneling, Demolition of Acoustical Ceiling Tiles and Grids, Removal of Carpet per square foot in accordance with the Contract Documents.

(B) Removal of Marker Boards and Demolition of Cabinets, demolition mobilization and clean-up, will be paid on a lump sum basis. Measurement for payment will not apply.

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

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

Pay Item	Pay Unit
Demolition Mobilization & Clean-up	LS
Selective Demolition (Wall)	Square Feet
Remove Select Wood Wall Paneling	Square Feet
Remove Marker Boards	LS
Demolition of Acoustical Ceiling Tiles/Grids	Square Feet
Demolition of Cabinets	LS
Demolition – Carpet Removal	Square Feet"

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END OF SECTION 615

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

2
3 **"SECTION 618 – ROUGH CARPENTRY**

4
5 **618.01 Description.** This section describes all work required for wood
6 blocking and nailers for this Project.

7
8 **(A)** Related Requirements:

9
10 **(1)** Section 679 – MANUFACTURED CASEWORK.

11
12 **618.02 Materials.**

13
14 **(A)** Boards or Strips: Lumber of less than 2 inches nominal size in least
15 dimension.

16
17 **(B)** Dimension Lumber: Lumber of 2 inches nominal size or greater but
18 less than 5 inches nominal size in least dimension.

19
20 **(C)** Exposed Framing: Framing not concealed by other construction.

21
22 **(D)** Wood Products, General

23
24 **(1)** Lumber: DOC PS 20 and applicable rules of grading agencies
25 indicated. If no grading agency is indicated, comply with the
26 applicable rules of any rules-writing agency certified by the ALSC
27 Board of Review. Grade lumber by an agency certified by the ALSC
28 Board of Review to inspect and grade lumber under the rules
29 indicated.

30
31 **(a)** Factory mark each piece of lumber with grade stamp of
32 grading agency.

33
34 **(b)** Dress lumber, S4S, unless otherwise indicated.

35
36 **(E)** Maximum Moisture Content of Lumber: 15 percent for 2-inch
37 nominal thickness or less; 19 percent for more than 2-inch nominal
38 thickness unless otherwise indicated.

39
40 **(F)** Wood-Preservative-Treated Lumber

41
42 **(1)** Preservative Treatment by Pressure Process: AWWA U1; Use
43 Category UC2 for interior construction not in contact with ground.

44
45 **(a)** Preservative Chemicals: Acceptable to authorities having
46

Jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.

(2) Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

(3) Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

(G) Application: Treat all rough carpentry unless otherwise indicated.

(H) Miscellaneous Lumber

(1) Blocking.

(2) Nailers.

(I) For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

(J) Fasteners

(1) General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.

(2) Nails, Brads, and Staples: ASTM F1667.

618.03 Construction.

(A) Submittals:

(1) Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

(a) Include data for wood-preserved treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

(b) For products receiving a waterborne treatment, include statement that moisture content of treated materials was

reduced to levels specified before shipment to Project site.

(2) Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

(3) Evaluation Reports: For the following, from ICC-ES:

(a) Wood-preservative-treated wood.

(B) Delivery, Storage and Handling

(1) Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

(C) Installation, General

(1) Set rough carpentry to required levels and lines, with members plumb, true to line, cut and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

(D) Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangements.

(E) Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.

(1) Use copper naphthenate for items not continuously protected from liquid water.

(F) Installation of Wood Blocking and Nailers

(1) Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

(2) Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

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618.04 Measurement. The Engineer will not measure Rough Carpentry for payment.

618.05 Payment.

The Engineer will not pay for Rough Carpentry separately. The Engineer will consider the price for the Rough Carpentry included in the contract price.

The price includes full compensation for Rough Carpentry, furnishing labor, tools, materials, equipment and incidentals necessary to complete the work.”

END OF SECTION 618

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

2
3 **"SECTION 663 - SEALANT**
4

5 **663.01 Description.** This section describes the sealant work.
6

7 (A) Provide all sealants to completely close all joints indicated on the
8 drawings or specified to be sealed to a watertight condition, including the
9 following:

10
11 (1) Interior joints.
12

13 (2) Silicone sealant.
14

15 **663.02 Materials.**
16

17 (A) **Compatibility:** Provide joint sealants, backings, and other related
18 materials that are compatible with one another and with joint substrates
19 under conditions of service and application, as demonstrated by joint-
20 sealant manufacturer, based on testing and field experience.
21

22 (B) **Colors of Exposed Joint Sealant:** As selected by Architect from
23 manufacturer's full range.
24

25 (C) **Sealant Backer Rod.** Compressible rod stock of polyethylene foam,
26 polyethylene-jacketed polyurethane foam, butyl rubber foam, neoprene
27 foam or other flexible, permanent, durable, nonabsorptive material as
28 recommended for compatibility with sealant by the sealant manufacturer to
29 control the joint depth for sealant placement, to break bond of sealant at
30 bottom of joint, to form optimum shape of sealant bead on back side, and to
31 provide a highly compressible backer which will minimize the possibility of
32 sealant extrusion when joint is compressed.
33

34 (D) **Bond-Breaker Tape.** Polyethylene tape or other plastic tape as
35 recommended by sealant manufacturer for preventing sealant from adhering
36 to rigid, inflexible joint filler materials or joint surfaces at back of joint where
37 such adhesion would result in sealant failure.
38

39 (E) **Primer for Sealant.** Non-staining, as recommended by the sealant
40 manufacturer.
41

42 (F) **Masking Tape.** Non-staining, non-absorbent material compatible
43 with joint sealants and surfaces adjacent to joints.
44

45 (G) **Sealants.**
46

(1) **Sealant No. 1**, At Interior Vertical and Overhead Joints. Non-Elastomeric Sealant; acrylic-emulsion type, conforming to ASTM C 834. Provide one of the following, or approved equal products of other manufacturers:

(a) AC-20 Acrylic Latex; Pecora Corp.

(b) Chem-Calk 600; Bostik Inc.

(c) Tremflex 834; Tremco.

(2) **Sealant No. 2**, at Countertop. Silicone, S, NS, 35, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability, non-traffic use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 35, Use NT.

663.03 Construction.

(A) Submittals.

(1) **Product Data.** Submit manufacturer's product data and specifications for type of sealant required for approval.

(2) **Samples.** Submit color finish samples of each sealant for approval.

(3) **Guaranty.** Submit guaranty as noted under item entitled "GUARANTY" hereinbelow.

(B) Guaranty.

The Contractor shall submit a written guaranty on the sealant for a 2-year period after the project acceptance date. The guaranty shall provide for the repair of all leaks as well as repair and replacement of sealant and damage to the building and/or its finishes at no cost to the State.

(C) Quality Assurance.

(1) **Installer Qualifications.** An experienced installer who has specialized in installing joint sealant similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.

(2) **Source Limitations.** Obtain each type of joint sealant through

one source from a single manufacturer.

(3) Preconstruction Compatibility and Adhesion Testing.

Submit to joint sealant manufacturers, for testing, samples of materials that will contact or affect joint sealants. Use manufacturers standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrate.

(4) Performance Requirements. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

(D) Product Handling.

(1) Delivery. Deliver sealants to the jobsite in sealed containers labeled to show the designated name, formula, or specification number, lot number, color, date of manufacture, shelf life, curing time, manufacturer's directions, and name of manufacturer.

(2) Storage. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

(E) Project Conditions.

(1) Inspection. Examine joint surfaces and backing, and their anchorage to the structure, and conditions under which joint sealer work is to be performed, and notify Contractor in writing of conditions detrimental to proper completion of the work and performance of sealer. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

(2) Weather Conditions. Do not proceed with installation of sealant under adverse weather conditions. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength.

(F) Manufacturer's Instructions.

Comply with manufacturer's printed instructions except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.

(G) Examination.

139 Examine joints indicated to receive joint sealers, with Installer present,
140 for compliance with requirements for joint configuration, installation
141 tolerances and other conditions affecting joint sealer performance. Do
142 not proceed with installation of joint sealer until unsatisfactory
143 conditions have been corrected.
144

145 **(H) Preparation.**

146
147 **(1) Surface Cleaning of Joints.** Clean out joints immediately
148 before installing joint sealers to comply with recommendations of joint
149 sealer manufacturers and the following requirements:
150

151 **(a)** Remove all foreign material from joint substrates which
152 could interfere with adhesion of joint sealer, including dust;
153 paints, except for permanent, protective coatings tested and
154 approved for sealant adhesion and compatibility by sealant
155 manufacturer; oil; grease; water; and surface dirt.
156

157 **(b)** Clean concrete, masonry, and similar porous joint
158 substrate surfaces, by brushing, grinding, mechanical abrading,
159 or a combination of these methods to produce a clean, sound
160 substrate capable of developing optimum bond with joint
161 sealer. Remove loose particles remaining from above cleaning
162 operations by vacuuming or blowing out joints with oil-free
163 compressed air.
164

165 **(c)** Remove laitance and form release agents from concrete.
166

167 **(d)** Clean metal, glass, glazed surfaces of hard tile; and
168 other nonporous surfaces by chemical cleaners or other means
169 which are not harmful to substrates or leave residues capable
170 of interfering with adhesion of joint sealer.
171

172 **(2) Joint Priming.** Prime joint substrates where indicated or
173 where recommended by joint sealer manufacturer based on
174 preconstruction joint sealer-substrate tests or prior experience. Apply
175 primer to comply with joint sealer manufacturer's recommendations.
176 Confine primers to areas of joint sealer bond, do not allow spillage or
177 migration onto adjoining surfaces.
178

179 **(3) Masking Tape.** Use masking tape where required to prevent
180 contact of sealant with adjoining surfaces which otherwise would be
181 permanently stained or damaged by such contact or by cleaning
182 methods required to remove sealant smears. Remove tape
183 immediately after tooling without disturbing joint seal.
184

185 **(I) Installation of Joint Sealers.**
186

187 **(1) General.** Comply with joint sealer manufacturer's printed
188 installation instructions applicable to products and applications
189 indicated, except where more stringent requirements apply. Do not
190 apply sealants on wet surfaces.
191

192 **(2) Sealant Installation Standard.** Comply with
193 recommendations of ASTM C 1193 for use of joint sealants as
194 applicable to materials, applications and conditions indicated.
195

196 **(3) Latex Sealant Installation Standard.** Comply with
197 requirements of ASTM C 790 for use of latex sealants.
198

199 **(4) Acoustical Sealant Application Standard.** Comply with
200 recommendations of ASTM C 919 for use of joint sealant in acoustical
201 applications.
202

203 **(5) Installation of Sealant Backings.** Install sealant backings to
204 comply with the following requirements:
205

206 **(a)** Install joint fillers of type indicated to provide support of
207 sealants during application and at position required to produce
208 the cross-sectional shapes and depths of installed sealants
209 relative to joint widths which allow optimum sealant movement
210 capability.
211

212 **(i)** Do not leave gaps between ends of joint fillers.
213

214 **(ii)** Do not stretch, twist, puncture, or tear joint fillers.
215

216 **(iii)** Remove absorbent joint fillers which have become
217 wet prior to sealant application and replace with dry
218 material.
219

220 **(b)** Install bond breaker tape between sealants and joint
221 fillers, compression seals, or back of joints where adhesion of
222 sealant to surfaces at back of joints would result in sealant
223 failure.
224

225 **(c)** Install compressible seals serving as sealant backings to
226 comply with requirements indicated above for joint filler.
227

228 **(6) Primer.** Immediately prior to application of the sealant, clean
229 out all loose particles from joints. Where recommended by sealant
230 manufacturer, apply primer to joints in concrete, masonry units, wood,

and other porous surfaces in accordance with compound manufacturer's instructions. Do not apply primer to exposed finish surfaces.

(7) Installation of Sealants. Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.

(8) Tooling of Non sag Sealants. Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

(a) Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

(b) Provide flush joint configuration per Figure 5B in ASTM C 1193, where indicated.

(J) Joint Sealant Schedule.

(1) Sealant and Location. Install sealants indicated in joints fitting descriptions and locations as well as in locations where sealant is typically applied and as shown on the drawings.

(2) Sealant No. 1.

(a) Small voids between built-in or surface-mounted equipment and fixtures, and similar items.

(b) Interior locations, not otherwise indicated or specified, where small voids exist between materials specified to be painted.

(3) Sealant No. 2.

(a) Seams between countertops and backsplashes.

(b) Joints between countertops and walls.

277 (c) Seams between countertop and other surfaces.

278

279 (d) Seams between countertops and cabinets.

280

281 (K) **Cleaning.**

282

283 (1) Clean off excess sealants or sealant smears adjacent to joints
284 as work progresses by methods and with cleaning materials approved
285 by manufacturers of joint sealer and of products in which joints occur.

286

287 (L) **Protection.**

288

289 (1) Protect joint sealer during and after curing period from contact
290 with contaminating substances or from damage resulting from
291 construction operations or other causes so that they are without
292 deterioration or damage at time of project acceptance. If, despite such
293 protection, damage or deterioration occurs, cut out and remove
294 damaged or deteriorated joint sealers immediately and reseal joints
295 with new materials to produce joint sealer installations with repaired
296 areas indistinguishable from original work.

297

298 **663.04 Measurement.** The Engineer will not measure sealant for
299 payment.

300

301 **663.05 Basis of Payment.** The Engineer will not pay for the sealant
302 separately. The Engineer will consider the price for the sealant included in the
303 contract price.

304

305 The price includes full compensation for sealant and furnishing labor, tools,
306 materials, equipment and incidentals necessary to complete the work."

307

308

309

END OF SECTION 663

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

2
3 **"SECTION 675 – ROLLER WINDOW SHADES"**
4

5 **675.01 Description.** This section describes the roller window shades work.
6

7 **(A)** Provide all roller window shades with components necessary for
8 complete installation as indicated on the drawings or specified, including the
9 following:

10
11 **(1)** Manually operated roller shades with single rollers.
12

13 **675.02 Materials**
14

15 **(A)** Manufacturers.
16

17 **(1)** Source Limitations. Obtain roller shades from single source
18 from single manufacturer.
19

20 **(B)** Manually Operated Roller Shades with Single Rollers.
21

22 **(1)** Chain-and-Clutch Operating Mechanisms. With continuous-
23 loop bead chain and clutch that stops shade movement when bead
24 chain is released; permanently adjusted and lubricated.
25

26 **(a)** Bead Chains. Manufacturer's standard.
27

- 28 **i.** Loop Length. Full length roller shade.
29 **ii.** Limit Stops. Provide upper and lower ball stops.
30 **iii.** Chain-Retainer Type. Clip, jamb mount.
31

32 **(b)** Spring Lift-Assist Mechanisms. Manufacturer's standard
33 for balancing roller shade weight and for lifting heavy roller
34 shades.
35

36 **(2) Rollers.** Corrosion-resistant steel or extruded-aluminum tubes
37 of diameters and wall thicknesses required to accommodate
38 operating mechanisms and weights and widths of shadebands
39 indicated without deflection. Provide with permanently lubricated
40 drive-end assemblies and idle-end assemblies designed to facilitate
41 removal of shadebands for service.
42

43 **(a)** Roller Drive-End Location. Right side of interior face of
44 shade.
45

46 (b) Direction of Shadeband Roll. Regular, from back
47 (exterior face) of roller.

48
49 (c) Shadeband-to-Roller Attachment. Manufacturer's
50 standard method.

51
52 (3) **Mounting Hardware.** Brackets or endcaps, corrosion resistant
53 and compatible with roller assembly, operating mechanism,
54 installation accessories, and mounting location and conditions
55 indicated.

56
57 (4) **Roller-Coupling Assemblies.** Coordinated with operating
58 mechanism and designed to join up to three inline rollers into a
59 multiband shade that is operated by one roller drive-end assembly.

60
61 (5) **Shadebands.**

62 (a) Shadeband Material. Light-blocking fabric.

63
64 (b) Shadeband Bottom (Hem) Bar. Steel or extruded
65 aluminum.

66
67 i. Type. Enclosed in sealed pocket of shadeband
68 material.

69
70 ii. Color and Finish. As selected by Architect from
71 manufacturer's full range.

72
73 (6) **Installation Accessories.**

74 (a) Front Fascia. Aluminum extrusion that conceals front
75 and underside of roller and operating mechanism and attaches
76 to roller endcaps without exposed fasteners.

77
78 i. Shape. L-shaped.

79
80 ii. Height. Manufacturer's standard height required to
81 conceal roller and shadeband assembly when shade is
82 fully open, but not less than 3 inches.

83
84 (b) Endcap Covers. To cover exposed endcaps.

85
86 (c) Installation Accessories Color and Finish. As selected
87 from manufacturer's full range.

88
89 (C) **Shadeband Materials.**

(1) Shadeband Material Flame-Resistance Rating. Comply with NFPA 701. Testing by a qualified agency. Identify products with appropriate markings of applicable testing agency.

(2) Light-Blocking Fabric.

(a) Source. Roller shade manufacturer.

(b) Type. Woven PVC-coated fiberglass and PVC-coated polyester.

(c) Thickness. 0.015 inches.

(d) Weight. 12 oz./sq. yd.

(e) Fire Rating. NFPA 701 1006-Test 1.

(f) Features. Washable and stain resistant.

(g) Color. As selected by Architect from manufacturer's full range.

(D) Roller Shade Fabrication.

(1) Product Safety Standard. Fabricate roller shades to comply with WCMA A 100.0, including requirements for flexible, chain-loop devices; lead content of components; and warning labels.

(2) Unit Sizes. Fabricate units in sizes to fill window and other openings as follows, measured at 74 deg F.

(a) Between (Inside) Jamb Installation. Width equal to jamb-to-jamb dimension of opening in which shade is installed less 1/4 inch per side or 1/2 inch total, plus or minus 1/8 inch. Length equal to head-to-sill or -floor dimension of opening in which shade is installed less 1/4 inch, plus or minus 1/8 inch.

(b) Outside of Jamb Installation. Width and length as indicated, with terminations between shades of end-to-end installations at centerlines of mullion or other defined vertical separations between openings.

(3) Shadeband Fabrication.

(a) Vertical Shades. Where width-to-length ratio of shadeband is equal to or greater than 1:4, provide batten and seams at uniform spacings along shadeband length to ensure shadeband tracking and alignment through its full range of movement without distortion of the material.

(b) Railroaded Materials. Railroad material where material roll width is less than the required width of shadeband and where indicated. Provide battens and seams as required by railroaded material to produce shadebands with full roll-width panel(s) plus, if required, one partial roll-width panel located at top of shadeband.

675.03 Construction Requirements.

(A) Submittals.

(1) Product Data. For each type of product.

(a) Include construction details, material descriptions, dimensions of individual components and profiles, features, finishes, and operating instructions for roller shades.

(2) Shop Drawings. Show fabrication and installation details for roller shades, including shadeband materials, their orientation to rollers, and their seam and batten locations.

(3) Samples. For each exposed product and for each color and texture specified, 10 inches long. Include Samples of accessories involving color selection.

(4) Product Schedule. For roller shades. Use same designations indicated on Drawings.

(5) Qualification Data. For Installer.

(6) Product Certificates. For each type of shadeband material.

(7) Product Test Reports. For each type of shadeband material, for tests performed by manufacturer and witnessed by a qualified testing agency.

(8) Guaranty. Submit guaranty as noted under item entitled "GUARANTY" hereinbelow.

(B) Guaranty.

The Contractor shall submit a written guaranty on the roller shades for a 25-year period for the hardware and shade fabric. Spring roller shades shall receive a ten-year guaranty.

(C) Quality Assurance.

(1) Installer Qualifications. Fabricator of products.

(D) Product Handling.

(1) Deliver roller shades in factory packages, marked with manufacturer, product name, and location of installation using same designation indicated on Drawings.

(E) Project Conditions.

(1) Environmental Limitations. Do not install roller shades until construction and finish work in spaces, including painting, is complete and dry and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

(2) Field Measurements. Where roller shades are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operating hardware of operable glazed units through entire operating range. Notify Architect of installation conditions that vary from Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

(F) Examination.

(1) Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, and other conditions affecting performance of the Work.

(2) Proceed with installation only after unsatisfactory conditions have been corrected.

(G) Roller Shade Installation.

(1) Install roller shades level, plumb, and aligned with adjacent units according to manufacturer's written instructions.

229

230 (2) Roller Shade Locations. At exterior windows.

231

232 (H) Adjusting.

233

234 (1) Adjust and balance roller shades to operate smoothly, easily,

235 safely, and free from binding or malfunction throughout entire

236 operational range.

237

238 (I) Cleaning and Protection.

239

240 (1) Clean roller shade surfaces, after installation, according to

241 manufacturer's written instructions.

242

243 (2) Provide final protection and maintain conditions, in a manner

244 acceptable to manufacturer and Installer, that ensure that roller

245 shades are without damage or deterioration at time of Substantial

246 Completion.

247

248 (3) Replace damaged roller shades that cannot be repaired, in a

249 manner approved by Architect, before time of Substantial

250 Completion.

251

252 **675.04 Method of Measurement.** Payment for Roller Shades will be paid

253 on a Lump Sum basis. The Engineer will not measure for payment.

254

255 **675.05 Basis of Payment.** The Engineer will pay for the roller shades on a

256 lump sum basis. The price includes full compensation for sealant and furnishing

257 labor, tools, materials, equipment and incidentals necessary to complete the

258 work.

259

260 The Engineer will pay for the following pay item when included in the

261 proposal schedule:

262

Pay Item	Pay Unit
Roller Shades	Lump Sum"

266

267

268 **END OF SECTION 675**

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

2
3 **"SECTION 676 – GYPSUM BOARD REPAIR**
4

5 **676.01 Description.** This section describes materials, preparation, and
6 execution required to repair, patch and smooth existing gypsum board surfaces
7 to achieve a uniform, paint-ready finish.
8

9 **676.02 Materials.**

10
11 **(A) Joint Treatment Materials:**

12
13 **(1)** General: Comply with ASTM C475/C475M.
14

15 **(2)** Interior Gypsum Board: Paper or fiberglass mesh tape suitable
16 for gypsum board repairs.
17

18 **(B) Joint Compound for Interior Gypsum Board:** For each coat, use
19 formulation that is compatible with other compounds applied on previous or
20 for successive coats.
21

22 **(1)** Prefilling: At open joints, and damaged surface areas, use
23 setting-type taping compound.
24

25 **(2)** Embedding and First Coat: For embedding tape and first coat
26 on joints and fasteners, use setting-type joint compound.
27

28 **(3)** Finish Coat: Use setting-type, sandable topping compound for
29 feathering, smoothing, and final coats.
30

31 **(4)** Skim Coat: For final of Level 5 finish, use setting-type,
32 sandable topping compound.
33

34 **676.03 Construction.**

35
36 **(A) Related Requirements:**

37
38 **(1)** Section 681 – REPAINTING.
39

40 **(B) Submittals:**

41
42 **(1)** Product Data Sheets: Submit Manufacturer's Product Data
43 Sheets for joint compounds, primers, and surface preparation
44 materials.
45

46 (2) Schedule of Operations: Submit, before work on the project is
47 commenced, work schedule showing the sequence and dates.
48

49 (1) Material Safety Data Sheets: Submit Manufacturer's Material
50 Safety Data Sheets for compounds, solvents, and other hazardous
51 materials. Should the Contractor require additional copies for
52 distribution to his suppliers and subcontractors, he shall include these
53 additional copies along with his submittal.
54

55 **(C) Quality Assurance:**
56

57 (1) Work shall be performed by installers experienced in gypsum
58 board finishing.
59

60 (2) Mockups: Build mockups of at least 50 square feet in surface
61 area to demonstrate aesthetic effects and to set quality standards for
62 materials and execution.
63

64 (a) Build mockups for the following:
65

66 i. Level of gypsum board finish indicated for use in
67 exposed locations.
68

69 ii. Simulate finished lighting conditions for review of
70 mockups.
71

72 iii. Subject to compliance with requirements, approved
73 mockups may become part of the completed Work if
74 undisturbed at time of Substantial Completion.
75

76 (3) Comply with ASTM C840 requirements.
77

78 (4) Level 5 skim coat required.
79

80 **(D) Examination:**
81

82 (1) Examine areas and substrates with Installer present, for
83 compliance with requirements and other conditions affecting
84 performance of the Work.
85

86 (2) Inspect surfaces for cracks, dents, loose fasteners,
87 delamination, moisture damage or irregularities.
88

89 (3) Proceed with installation only after unsatisfactory conditions
90 have been corrected.
91

92 **(E) Preparation:**

93
94 **(1)** Remove uneven, textured surfaces, loose materials, flaking
95 materials, or damaged gypsum.

96
97 **(2)** Cut out compromised areas to sound substrates.

98
99 **(3)** Secure loose boards with additional fasteners as needed.

100
101 **(4)** Clean surfaces to remove dust, adhesives, grease or
102 contaminants.

103
104 **(F) Finishing of Panels:**

105
106 **(1)** General: Treat gypsum board joints, penetrations, fastener
107 heads, surface defects, and elsewhere as required to prepare
108 gypsum board surfaces for paint. Remove all residual joint
109 compound from adjacent surfaces.

110
111 **(2)** Prefill open joints and damaged surface areas.

112
113 **(3)** Apply joint tape over gypsum board joints.

114
115 **(4)** Gypsum Board Finish Levels: Finish panels to levels indicated
116 below and according to ASTM C840:

117
118 **(a)** Level 5:

119
120 i. Primer and its application to surfaces are specified in
121 Section 681 – Repainting.

122
123 **(G) Repair Procedures:**

124
125 **(1)** Small Holes and Dents (less than ½ inch)

126
127 **(a)** Fill with setting-type compound.

128
129 **(b)** Allow to dry and sand smooth.

130
131 **(2)** Larger Holes (greater than ½ inch)

132
133 **(a)** Install backing support as necessary.

134
135 **(b)** Patch with gypsum board piece.

136
137 **(c)** Tape and embed joints with setting-type compound.

138
139 **(3) Cracks:**

140 **(a)** V-groove cracks – apply tape and embed with joint
141 compound.
142

143
144 **(4) Surface Smoothing/Skim Coating:**

145 **(a)** Apply joint compound in thin, even coats.
146

147 **(b)** Feather edges a minimum of 8-12 inches beyond repair
148 areas.
149

150 **(c)** Apply additional coats as needed to eliminate visible
151 transitions.
152

153 **(d)** For Level 5 finish, apply a continuous skim coat over
154 entire surface using trowel or roller-applied method.
155

156
157 **(5) Sanding:**

158 **(a)** Sand between coats after full drying.
159

160 **(b)** Use fine grit sandpaper to achieve a uniform surface.
161

162 **(c)** Avoid over- sanding that exposes gypsum core.
163

164 **(d)** After final sanding, remove all dust.
165

166 **(e)** Finish surface shall be smooth, free of ridges, tool marks,
167 visible joints, or surface defects.
168

169
170 **(H) Protection:**

171 **(1)** Protect adjacent surfaces from drywall compound and promptly
172 remove from floors and other non-drywall surfaces. Repair surfaces,
173 marred, otherwise damaged during drywall application.
174

175
176 **676.04 Measurement.** Gypsum board repair will be paid on a Lump Sum
177 basis. Measurement for payment will not apply.
178

179 **676.05 Basis of Payment.** The Engineer will pay for the accepted Gypsum
180 board repair on a lump sum basis. Payment will be in full compensation for
181 materials and furnishing labor, tools, equipment and incidentals necessary to
182 complete the work.
183

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

186	Pay Item	Pay Unit
187		
188		
189	Gypsum Board repairs	Lump Sum"

190

191

192

END OF SECTION 676

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

2
3 **"SECTION 678 - ACOUSTICAL PANEL CEILINGS**

4
5 **678.01 Description.** This section describes the acoustical panel ceilings work.

6
7 **(A) Section Includes:**

- 8
9 (1) Acoustical ceiling panels.
10
11 (2) Exposed grid suspension system.
12
13 (3) Wire hangers, fasteners, main runners, cross tees, and wall
14 angle moldings.

15
16 **(B) Related Sections:**

- 17
18 (1) Section 683 – GENERAL MECHANICAL REQUIREMENTS,
19 Section 685 – AIR CONDITIONING AND VENTILATION: Coordinate
20 all mechanical items.
21
22 (2) Section 686 – ELECTRICAL WORK: Coordinate all electrical
23 items.

24
25 **(C) System Description**

26
27 Seismic Loads. Design and size components to withstand seismic loads in
28 accordance with the International Building Code, Section 1621 for Category
29 D, E, and F.

30
31 **(D) References**

- 32
33 (1) ASTM A568 Standard Specification for Steel, Sheet, Carbon,
34 Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-
35 Rolled, General Requirements.
36
37 (2) ASTM A 641 Standard Specification for Zinc-Coated
38 (Galvanized) Carbon Steel Wire.
39
40 (3) ASTM A 653 Standard Specification for Steel Sheet, Zinc-
41 Coated (Galvanized) by the Hot-Dip Process.
42
43 (4) ASTM A 1008 Standard Specification for Steel, Sheet, Cold
44 Rolled, Carbon, Structural, High-Strength Low-Alloy and High-
45 Strength Low-Alloy with Improved Formability
46

- 47 (5) ASTM C 423 Sound Absorption and Sound Absorption
48 Coefficients by the Reverberation Room Method.
49
- 50 (6) ASTM C 635 Standard Specification for Metal Suspension
51 Systems for Acoustical Tile and Lay-in Panel Ceilings.
52
- 53 (7) ASTM C 636 Recommended Practice for Installation of Metal
54 Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
55
- 56 (8) ASTM E 84 Standard Test Method for Surface Burning
57 Characteristics of Building Materials.
58
- 59 (9) ASTM E 1414 Standard Test Method for Airborne Sound
60 Attenuation Between Rooms Sharing a Common Ceiling Plenum.
61
- 62 (10) ASTM E 1111 Standard Test Method for Measuring the
63 Interzone Attenuation of Ceilings Systems.
64
- 65 (11) ASTM E 1264 Classification for Acoustical Ceiling Products.
66
- 67 (12) ASTM E 1477 Standard Test Method for Luminous
68 Reflectance Factor of Acoustical Materials by Use of Integrating-
69 Sphere Reflectometers.
70
- 71 (13) ASTM D 3273 Standard Test Method for Resistance to Growth
72 of Mold on the Surface of Interior Coatings in an Environmental
73 Chamber.
74
- 75 (14) ASTM E 119 Standard Test Method for Fire Tests of Building
76 Construction and Material.
77
- 78 (15) International Code Council-Evaluation Services - AC 156
79 Acceptance Criteria for Seismic Qualification Testing of Non-
80 structural Components
81
- 82 (16) International Code Council-Evaluation Services - Evaluation
83 Report, ESR-1308, Fire- and Nonfire-Resistance-Rated Suspended
84 Ceiling Framing Systems
85
- 86 (17) ASCE 7 Standard - American Society of Civil Engineers,
87 Minimum Design Loads for Buildings and Other Structures
88
- 89 (18) CISCA Seismic Zones 3 & 4 - Ceilings and Interior Systems
90 Construction Association Guidelines for Seismic Restraint for Direct
91 Hung Suspended Ceiling Assemblies
92

93 **678.02 Materials.**

94
95 **(A) Manufacturers**

96
97 **(1) Ceiling Panels:**

98
99 Armstrong World Industries, Inc., or approved equal.

100
101 **(2) Suspension Systems:**

102
103 Armstrong World Industries, Inc., or approved equal.

104
105 **(B) Acoustical Ceiling Units**

106
107 **(1) Acoustic Panels.** Provide the following acoustic panels where
108 indicated.

109
110 **(a)** ULTIMA Lay-In and Tegular.

111
112 **(b)** Surface Texture: Fine Texture.

113
114 **(c)** Color: White.

115
116 **(d)** Pattern: Type III, Form 1, pattern E1.

117
118 **(e)** Class: A; flame spread 25 or under.

119
120 **(f)** Light Reflectance: 0.88, minimum.

121
122 **(g)** NRC: 0.75, minimum.

123
124 **(h)** CAC: 40.

125
126 **(i)** Size: 24-inches x 24-inches, and as required.

127
128 **(j)** Thickness: 3/4-inch.

129
130 **(k)** Edge: Beveled Tegular, lay-in.

131
132 **(l)** Finish: Factory-applied latex paint.

133
134 **(2) Suspension System.** Lay-in system shall consist of regular
135 exposed grid of 15/16-inch main runner and cross tees.

136
137 **(a) Runner and Tees:** Main runner and cross tees shall be as
138 recommended by the manufacturer of the suspended system,

conforming to the structural classification, ASTM C 635. Main runners and cross tees shall be double-web intermediate-duty cold rolled steel, hot dip-galvanized coated, pre-finish bake painted in color as selected from manufacturer's full range.

(b) Moldings: Edge moldings of profile as indicated shall be as recommended by the manufacturer of suspended system, matching carrier and cross tee in metal and finish.

(c) Hanger Wires: ASTM A 641/A 641M zinc coated carbon steel wire, Class 1, 12-gauge, galvanized steel.

(d) Hold Down Clips: Manufacturer's standard hold-down clips spaced 24-inches on center on all cross tees.

(C) Suspension Systems

(1) Components. Main beams and cross tees in accordance with the International Building Code, Section 1621 for Category D, E and F as described in ESR-1308.

(a) Structural Classification: ASTM C 635, Heavy Duty.

(b) Color: White and match the actual color of the selected ceiling tile, unless noted otherwise.

(c) Represented Systems: (Prelude XL 15/16") (Prelude XL Fire Guard 15/16") (Prelude Plus XL Fire Guard 15/16") (Suprafine XL 9/16") (Suprafine XL Fire Guard 9/16") Exposed Tee Systems; (Silhouette XL 1/4" Reveal 9/16" Bolt Slot System) (Silhouette XL 1/8" Reveal 9/16" Bolt Slot System) as manufactured by Armstrong World Industries.

(2) Attachment Devices. In accordance with the International Building Code, Section 1621 for Category D, E, and F.

(3) Wire for Hangers and Ties. In accordance with the International Building Code, Section 1621.

(4) Wall Moldings. In accordance with the International Building Code, Section 1621 for Category D, E, and F or method as described in ESR-1308.

(a) Nominal 7/8 inch x 7/8 inch hemmed, pre-finished angle molding (7800) (7802) (7803) (780036) (HD7801)

(b) Nominal 15/16 inch x 15/16 inch hemmed, pre-finished angle molding (7809)

(5) Accessories.

(a) BERC2 – 2 inch Beam End Retaining Clip, 0.034 inch thick, hot-dipped galvanized cold-rolled steel per ASTM A568 – used to join main beam or cross tee to wall molding.

(b) SJCG – Seismic Joint Clip, 5 inches x 1-1/2 inch, hot-dipped galvanized cold-rolled steel per ASTM A568. The two piece unit is designed to accommodate a seismic separation joint. The clip is compatible with 15/16 inch and 9/16 inch grid systems including Prelude, Suprafine, and Silhouette. The SJCG is not suitable for use with Vector panel installations.

678.03 Construction.

(A) Submittals

(1) Product Data. Submit manufacturer's technical data for each type of acoustical ceiling unit and suspension system required.

(2) Samples. Minimum 6 inch x 6 inch samples of specified acoustical panel; 8 inch long samples of exposed wall molding and suspension system, including main runner and 4 foot cross tees.

(3) Shop Drawings. Layout and details of acoustical ceilings. Show locations of items which are to be coordinated with, or supported by the ceilings.

(4) Certifications. Manufacturer's certifications that system complies with specified requirements:

(a) For seismic performance: International Code Council Evaluation Report, ESR-1308.

(b) For acoustical performance, each carton of material must carry an approved independent laboratory classification of NRC, CAC, and AC.

(5) If the material supplied by the acoustical subcontractor does not have an Underwriter's Laboratory classification of acoustical performance on every carton, subcontractor shall be required to send material from every production run appearing on the job to an independent or NVLAP approved laboratory for testing, at the

architect's or owner's discretion. All products not conforming to manufacturer's current published values must be removed, disposed of and replaced with complying product at the expense of the Contractor performing the work.

(B) Quality Assurance

(1) Single-Source Responsibility. Provide acoustical panel units and grid components by a single manufacturer.

(2) Fire Performance Characteristics. Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.

(a) Surface Burning Characteristics. As follows, tested per ASTM E 84 and complying with ASTM E 1264 for Class A products.

(i) Flame Spread: 25 or less

(ii) Smoke Developed: 50 or less

(b) Fire Resistance Ratings. As indicated by reference to design designations in UL Fire Resistance Directory, for types of assemblies in which acoustical ceilings function as a fire protective membrane and tested per ASTM E 119.

Protect lighting fixtures and air ducts to comply with requirements indicated for rated assembly.

(3) Seismic Performance. Provide acoustical ceiling system that has been evaluated by an independent party and found to be compliant with the 2003 International Building Code, Seismic Category D, E, and F.

Tested per International Code Council – Evaluation Services – AC 156 Acceptance Criteria for Seismic Qualification Testing of Non-structural Components as evidenced by International Code Council Evaluation Report, ESR-1308.

(4) Coordination of Work. Coordinate acoustical ceiling work with installers of related work including, but not limited to building insulation, gypsum board, light fixtures, mechanical systems, electrical systems, and sprinklers.

(C) Delivery, Storage, and Handling

(1) Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.

(2) Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.

(3) Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

(D) Project Conditions

Space Enclosure:

Standard Ceilings: Do not install interior ceilings until space is enclosed and weatherproof; wet work in place is completed and nominally dry; work above ceilings is complete; and ambient conditions of temperature and humidity are continuously maintained at values near those intended for final occupancy. Building areas to receive ceilings shall be free of construction dust and debris.

(E) Warranty

(1) Acoustical Panel. Submit a written warranty executed by the manufacturer, agreeing to repair or replace acoustical panels that fail within the warranty period. Failures include, but are not limited to:

(a) Acoustical Panels: Sagging and warping

(b) Grid System: Rusting and manufacturer's defects

(2) Warranty Period.

(a) Acoustical panels: Two (2) year from date of substantial completion.

(b) Cirrus Acoustical panels: Ten (10) years from data of substantial completion. Note Space Enclosure requirements.

(c) Grid: Ten years from date of substantial completion.

(3) The Warranty shall not deprive the State of other rights the State may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties

made by the Contractor under the requirements of the Contract Documents.

(F) Maintenance

Extra Materials. Deliver extra materials to State. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.

(1) Acoustical Ceiling Units. Furnish quality of full-size units equal to 5.0 percent of amount installed.

(2) Exposed Suspension System Components. Furnish quantity of each exposed suspension component equal to 2.0 percent of amount installed.

(G) Examination

Do not proceed with installation until all wet work such as concrete, terrazzo, plastering and painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations. (Exception: HumiGuard Max Ceilings)

(H) Preparation

(1) Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders, and comply with reflected ceiling plans. Coordinate panel layout with mechanical and electrical fixtures.

(2) Coordination. Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.

Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.

(I) Installation (Category D,E,F)

(1) Install suspension system and panels in accordance with the International Building Code, Section 1621, except as noted in Section 4.4.3.1 of ESR-1308, and with the authorities having jurisdiction.

(2) ESR-1308, Section 4.4.3.1, Alternate Seismic Design Category D, E and F Installation.

Under this installation, the runners must be rated heavy-duty and have a minimum simple span uniform load of 16.35 pounds per lineal foot (238 N/m); maximum ceiling weight permitted is 1.80 pounds per square foot (8.78 kg/m²).

(a) The BERC-2 clip is used to secure the main runners and cross runners on two adjacent walls to the structure and the two opposite walls to the perimeter trim, as detailed below. A nominal 7/8-inch (22 mm) wall molding is used in lieu of the 2-inch (51 mm) perimeter supporting closure angle required by Section 9.6.2.6.2.2 (b) of ASCE-7 for Seismic Design Categories D, E and F. Except for the use of the BERC-2 clip and the 7/8-inch (22 mm) wall molding and elimination of spreader bars, installation of the ceiling system must be as prescribed by the applicable code.

(b) The BERC-2 clip is attached to the wall molding by sliding the locking lances over the hem of the vertical leg of the wall molding. Clips installed on the walls where the runners are fixed are attached to the runner by a sheet metal screw through the horizontal slot in the clip into the web of the runner.

(c) Clips installed on the walls where the runners are not fixed to the runner allow the terminal runner end to move 3/4 inch (19.1 mm) in both directions. BERC-2 clips installed in this manner are an acceptable means of preventing runners from spreading in lieu of spacer bars required in CISCA 3-4, which is referenced in ASCE 7, Section 9.6.2.6.2.2, which is referenced in IBC Section 1621.

(3) The SJCG Seismic Separation Joint Clip is to be installed per the manufacturer's instructions, CS-3815.

(4) The presence of a hanger wire within 3 inches of an expansion relief joint as called for in ASTM C636 shall be required in addition to the requirements of the International Building Code, Section 1621.2.5 and with the authorities having jurisdiction.

Only applies when using Prelude XL Fire Guard 15/16"; Prelude Plus XL Fire Guard 15/16"; and Suprafine XL Fire Guard 9/16" Exposed Tee Systems.

(5) For reveal edge panels: Cut and reveal or rabbet edges of ceiling panels at border areas and vertical surfaces.

(6) Install acoustical panels in coordination with suspended system, with edges resting on flanges of main runner and cross tees. Cut and fit panels neatly against abutting surfaces. Support edges by wall moldings.

(J) Adjusting and Cleaning

Replace damaged and broken panels:

Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

678.04 Measurement. Acoustical Panel Ceilings will be paid for on a square foot basis.

678.05 Basis of Payment. The Engineer will pay for the accepted Acoustical Panel Ceilings on a contract square foot basis. Payment will be in full compensation for acoustical panel ceilings and furnishing labor, tools, materials, equipment and incidentals necessary to complete the work.

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

Pay Item	Pay Unit
Acoustical Panel Ceiling	Square Foot"

END OF SECTION 678

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

2
3 **"SECTION 679 – MANUFACTURED CASEWORK**

4
5 **679.01 Description.** This section describes the Manufactured Casework.

6
7 **(A) Section Includes:**

- 8
9 (1) Plastic-laminate-clad casework.
10
11 (2) Casework hardware and accessories.

12
13 **(B) Related Sections:**

- 14
15 (1) Section 618 – ROUGH CARPENTRY for wood blocking for
16 anchoring casework.
17
18 (2) Section 680 – SOLID SURFACE COUNTERTOP.

19
20 **679.02 Materials.**

21
22 **(A) Manufacturers**

- 23
24 (1) Source Limitations: Obtain from single source from single
25 manufacturer.

26
27 **(B) General Requirements for Casework**

- 28
29 (1) Quality Standards: Unless otherwise indicated, comply with the
30 AWI/AWMAC/WI's "Architectural Woodwork Standards" for grades of
31 casework indicated for construction, finishes, installation and other
32 requirements.

- 33
34 (a) Grade: Premium.

35
36 **(C) Plastic-Laminate-Clad Casework:**

- 37
38 (1) Design: Frameless cabinet construction with the following door
39 and drawer-front style.

- 40
41 (a) Flush overlay.

42
43 **(D) Grain Direction for Wood-Grain Plastic Laminate:**

- 44
45 (1) Doors: Vertical with continuous vertical matching.
46

47 (2) Drawer Fronts: Vertical with continuous vertical matching.

48
49 (3) Face Frame Members: Lengthwise.

50
51 (4) End Panels: Vertical.

52
53 **(E) Exposed Materials.**

54
55 (1) Plastic-Laminate Grade: VGS.

56
57 (a) Colors and Patterns: As selected by Architect from
58 manufacturer's full range.

59
60 (2) Edge-banding: Plastic laminate matching adjacent surfaces.

61
62 **(F) Semi-Exposed Materials**

63
64 (1) Plastic Laminate: Grade VGS unless otherwise indicated.
65 Provide plastic laminate for semi-exposed surfaces unless otherwise
66 indicated.

67
68 **(G) Concealed Materials**

69
70 (1) Plywood: Hardwood plywood.

71
72 **(H) Casework Hardware and Accessories**

73
74 (1) Hardware, General: Unless otherwise indicated, provide
75 manufacturer's standard satin-finish, commercial-quality, heavy-duty
76 hardware.

77
78 (2) Frameless Concealed Hinges: ANSI/BHMA A156.9, Type
79 B01602, self-closing. Provide two hinges for doors less than 48
80 inches high, and provide three hinges for doors more than 48 inches
81 high.

82
83 (a) Degrees of Opening: 135 degrees.

84
85 (3) Wire Pulls: Solid stainless-steel wire pulls, fastened from back
86 with two screws.

87
88 **(I) Door and Drawer Bumpers:** Self-adhering, clear silicone rubber.

89
90 (1) Doors: Provide one bumper at top and bottom of closing edge
91 of each swinging door.

(2) Drawers: Provide one bumper on back side of drawer front at each corner.

(J) Drawer Slides: ANSI/BHMA A156.9.

(1) Heavy Duty (Grade 1HD-100): Side Mount.

(a) Type: Full extension.

(b) Material: Epoxy-coated polymer slides.

(c) Motion Feature: Soft close dampener slides.

(K) General-purpose drawers: provide 100 lb. load capacity.

(L) Drawer and Hinged-Door Locks: Cylindrical type, five-pin tumbler, brass with chrome-plated finish, and complying with ANSI/BHMA A156.11, Grade 1.

(1) Provide a minimum of two keys per lock and six master keys.

(2) Provide locks where indicated.

(M) Adjustable Shelf Supports

(1) Pin-type, single-pin metal shelf rests complying with ANSI/BHMA A156.9, Type B04013.

(N) Materials

(1) Maximum Moisture Content for Lumber: 7 percent for hardwood and 12 percent for softwood.

(2) Hardwood Plywood: HPVA HP-1, particleboard core except where veneer core is indicated.

(3) Softwood Plywood: DOC PS 1.

(O) Fabrication

(1) Plastic-Laminate-Clad Cabinet Construction: As required by referenced quality standard, but not less than the following:

(i) Shelves: $\frac{3}{4}$ -inch thick plywood.

(ii) Backs of Casework: ¼-inch thick, veneer-core hardwood Plywood dadoed into sides, bottoms, and tops where not Exposed.

(iii) Drawer Fronts: ¾ -inch particleboard.

(iv) Drawer Sides and Backs: ½-inch thick solid-wood hardwood plywood, with glued dovetail or multiple-dowel joints.

(v) Drawer Bottoms: ¼-inch thick hardwood plywood blude and dadoed into front, back and sides of drawers. Use ½ inch material for drawers more than 24 inches.

(vi) Doors: ¾ inch thick, with particleboard and solid-wood stiles and rails.

(2) **Filler Strips:** Provide as needed to close spaces between casework and walls, ceilings, and equipment. Fabricate from same material and with same finish as casework.

679.03 Construction.

(A) Definitions.

(1) Definitions in the AWI/AWMAC/WI's "Architectural Woodwork Standards" apply to the Work of this Section.

(B) Preinstallation Meeting.

(1) Preinstallation Conference: Conduct conference at Project site.

(2) Keying Conference: Conduct conference at Project Site. Incorporate keying conference decisions into final keying requirements.

(C) Coordination.

(1) Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that casework can be supported and installed as indicated.

(D) Submittals.

(1) Product Data: For each type of product.

184
185 **(2) Shop Drawings:** For plastic-laminate-clad casework.
186

187 **(a)** Include plans, elevations, sections, and attachments to
188 other work including blocking and reinforcement required for
189 installation.
190

191 **(b)** Indicate types and sizes of casework.
192

193 **(c)** Show fabrication details, including types and locations of
194 hardware.
195

196 **(d)** Indicate locations of and clearances from adjacent walls,
197 windows, and other building components and equipment.
198

199 **(3) Keying Schedule:** Include schematic keying diagram, and
200 index each key set to unique designations that are coordinated with
201 the Contract Documents.
202

203 **(4) Samples:** For casework and hardware finishes.
204

205 **(5) Samples for Initial Selection:** For casework and hardware
206 finishes.
207

208 **(6) Samples for Verification:** For the following:
209

210 **(a)** Plastic Laminates: 8 by 10-inches, for each type, color,
211 pattern, and surface finish required.
212

213 **(i)** Provide one Sample applied to core material with
214 specified edge material applied to one edge.
215

216 **(7) Quality Assurance**
217

218 **(a)** Installer Qualifications: An authorized representative who
219 is trained and approved by manufacturer.
220

221 **(E) Delivery, Storage and Handling.**
222

223 **(1)** Protect finished surfaces during handling and installation with
224 protective covering of polyethylene film or other suitable material.
225

226 **(F) Field Conditions.**
227

228 **(1)** Established Dimensions: Where casework is indicated to fit to
229 other construction, establish dimensions for areas where casework is

to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

(2) Field Measurements: Where casework is indicated to fit to existing construction, verify dimensions of existing construction by field measurements before fabrication and indicate measurements on Shop Drawings. Provide fillers and scribes to allow for trimming and fitting.

(3) Locate concealed framing, blocking and reinforcements that support casework by field measurements before enclosing them, and indicate measurements on Shop Drawings.

(G) Warranty

(1) Special Warranty: Manufacturer agrees to repair or replace components of casework that fail in materials or workmanship within specified warranty period.

(a) Failures include, but are not limited to, the following:

(i) Delamination of components or other failures of glue bond.

(ii) Warping of components.

(iii) Failure of operating hardware.

(iv) Deterioration of finishes.

(2) Warranty Period: Five years from date of final project acceptance date.

(H) Examination

(1) Examine areas, with Installer present, for compliance with requirements for installation tolerances, location of framing and reinforcements, and other conditions affecting performance of the Work.

(2) Proceed with installation only after unsatisfactory conditions have been corrected.

274 **(I) Installation**

275
276 **(1)** Grade: Install casework to comply with same quality standard
277 grade as item to be installed.

278
279 **(2)** Install casework level, plumb, and true in line; shim as required
280 using concealed shims. Where casework abuts other finished work,
281 apply filler strips and scribe for accurate fit, with fasteners concealed
282 where practical.

283
284 **(3)** Base Cabinets: Set cabinets straight, level, and plumb. Adjust
285 subtops within 1/16 inch of a single plane. Align similar adjoining
286 doors and drawers to a tolerance of 1/16 inch. Bold adjacent
287 cabinets together with joints flush, tight and uniform.

288
289 **(4)** Fasten casework to adjacent units and to masonry, framing,
290 wood blocking, or reinforcements in walls and partitions to comply
291 with AWI/AWMAC/WI's "Architectural Woodwork Standards".

292
293 **(5)** Install hardware uniformly and precisely. Set hinges snug and
294 flat in mortises unless otherwise indicated. Adjust and align
295 hardware so moving parts operate freely and contact points meet
296 accurately. Allow for final adjustment after installation.

297
298 **(6)** Adjust operating hardware so doors and drawers operate
299 smoothly without warp or bind. Lubricate operating hardware as
300 recommended by manufacturer.

301
302 **(J) Cleaning**

303
304 **(1)** Repair or remove and replace defective work as directed on
305 completion of installation.

306
307 **(2)** Clean finished surfaces, touch up as required, and remove or
308 refinish damaged or soiled areas to match original factory finish, as
309 approved by Architect.

310
311 **679.04 Measurement.** Manufactured Casework will be paid for on a lump
312 sum basis. Measurement for payment will not apply.

313
314 **679.05 Basis of Payment.** The Engineer will pay for the accepted
315 Manufactured Casework on a lump sum basis. Payment will be in full
316 compensation Manufactured Casework and furnishing labor, tools, materials,
317 equipment and incidentals necessary to complete the work.

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

321		
322	Pay Item	Pay Unit
323		
324	Manufactured Casework	Lump Sum”

325

326

327

END OF SECTION 679

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

2
3 **"SECTION 680 – SOLID SURFACE COUNTERTOPS**

4
5 **680.01 Description.** This section describes the solid surface material
6 countertops, backsplashes, and end splash work.

7
8 **(A)** Section Includes:

9
10 **(1)** Solid surface material countertops.

11
12 **(2)** Solid surface backsplashes.

13
14 **(3)** Solid surface material end splashes.

15
16 **(B)** Related Sections:

17
18 **(1)** Section 679 – MANUFACTURED CASEWORK.

19
20 **680.02 Materials.**

21
22 **(A)** Solid Surface Countertop Materials

23
24 **(1)** Solid Surface Material: Homogeneous-filled plastic resin
25 complying with ICPA SS-1.

26
27 **(2)** Colors and Patterns: As selected by Architect from
28 manufacturer's full range.

29
30 **(3)** Plywood: Softwood plywood complying with DOC PS 1, Grade
31 C-C Plugged, touch sanded.

32
33 **(B)** Countertop Fabrication

34
35 **(1)** Fabricate countertops according to solid surface material
36 manufacturer's written instructions and to the AWI/AWMAC/WI's
37 "Architectural Woodwork Standards."

38
39 **(2)** Configuration:

40
41 **(a)** Front: Straight, slightly eased at top.

42
43 **(b)** Backsplash: Straight, slightly eased at corner.

44
45 **(c)** End Splash: Matching backsplash.

47 (C) Countertops: ½ inch thick, solid surface material with front edge built
48 with same material.

49
50 (D) Backsplash: ½ inch thick, solid surface material.

51
52 (E) Fabricate tops with shop-applied edges and backsplashes unless
53 otherwise indicated. Comply with solid surface material manufacturer's
54 written instructions for adhesives, sealers, fabrication, and finishing.

55
56 (F) Joints: Fabricate countertops in sections for joining in field.

57
58 (1) Joint Locations: Not where a countertop section is less than 36
59 inches long.

60
61 (G) Cutouts and Holes:

62
63 (1) Make cutouts for grommets using templates. Form cutouts to
64 smooth, even curves.

65
66 (a) Provide vertical edges, slightly eased at juncture of cutout
67 edges with top and bottom surfaces of countertop.

68
69 (H) Installation Materials

70
71 (1) Adhesive: Product recommended by solid surface material
72 manufacturer.

73
74 (2) Sealant for Countertops: Comply with applicable requirements
75 in Section 663 – SEALANT.

76
77 **680.03 Construction.**

78
79 (A) Examination

80
81 (1) Examine substrates to receive solid surface material
82 countertops and conditions under which countertops will be installed,
83 with Installer present, for compliance with requirements for
84 installation tolerances and other conditions affecting performance of
85 countertops.

86
87 (2) Proceed with installation only after unsatisfactory conditions
88 have been corrected.

89
90 (B) Installation

91
92 (1) Install countertops level to a tolerance of ¼ inch maximum. Do

not exceed 1/64-inch difference between planes of adjacent units.

(2) Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane.

(3) Secure countertops to subtops with adhesive according to sold surface material manufacturer's written instructions. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

(4) Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.

(5) Install backsplashes and end splashes by adhering to wall and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears.

(6) Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.

(7) Apply sealant to gaps at walls; comply with Section 663 – SEALANT.

680.04 Measurement. Solid Surface Countertop will be paid for on a lump sum basis. There will be no measurements taken.

680.05 Basis of Payment. The Engineer will pay for the accepted Solid Surface Countertop on a lump sum basis. Payment will be in full compensation for Solid Surface Countertop and furnishing labor, tools, materials, equipment and incidentals necessary to complete the work.

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

Pay Item	Pay Unit
Solid Surface Countertop	Lump Sum"

END OF SECTION 680

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

2
3 **"SECTION 681 - REPAINTING**
4

5 **681.01 Description.** This section describes the repainting work.
6

7 **(A)** Provide all painting and finishing of new and existing interior items
8 and surfaces throughout the project. Paint all exposed surfaces (except
9 existing wood paneling) whether scheduled or not, except as otherwise
10 indicated. Surface preparation, priming and coats of paint specified are in
11 addition to shop-priming and surface treatment specified under other
12 sections of the work and is included in this section.
13

14 **(B)** "Paint" as used herein means all coating systems materials, including
15 primers, enamels, sealers, and fillers, and other applied materials whether
16 used as prime, intermediate or finish coats, except as specifically noted
17 herein.
18

19 **(C)** Paint all exposed surfaces whether or not colors are designated in
20 "schedules". Where items or surfaces are not specifically mentioned, paint
21 these the same as adjacent similar materials or areas. If color or finish is
22 not designated, submit standard colors available for the materials systems
23 specified for selection as per submittals.
24

25 **681.02 Materials.**
26

27 **(A)** Paints shall be as manufactured by Benjamin Moore, ICI Ameritone,
28 ICI Decratrend, ICI Devoe, ICI Dulux, ICI Fuller-O-Brien, ICI Glidden, ICI
29 Sinclair, Sherwin-Williams, Spectra-Tone, or approved equal.
30

31 **(B)** Material shall be equal in quality to that specified under the Schedule
32 of Finishes and any given finish shall be as labeled by one manufacturer.
33

34 **(C)** Interior Paint Schedule
35

36 **(1)** Concrete: Provide the following paint systems over interior
37 concrete substrates:
38

39 **(a)** Latex Finish: Two finish coats over a primer.
40

41 **i.** Primer: Interior concrete primer. MPI 50.
42

43 **ii.** Finish Coats: Interior latex paint. MPI 141.
44

45 **iii.** Finish Coat Gloss Level: Semi-gloss.
46

47 **iv.** System DFT 4 mils.

48
49 **(2)** Gypsum Board: Provide the following finish systems over
50 interior gypsum board surfaces:

51
52 **(a)** Latex Finish: Two finish coats over a primer.

53
54 **i.** Primer: Interior primer. MPI 50.

55
56 **ii.** Finish Coats: Interior latex paint. MPI 141.

57
58 **iii.** Finish Coat Gloss Level: Semi-gloss.

59
60 **iv.** System DFT: 4 mils.

61
62 Or where indicated/selected.

63
64 **(b)** Latex Finish: Two finish coats over a primer.

65
66 **i.** Primer: Interior primer. MPI 50.

67
68 **ii.** Finish Coats: Interior latex paint. MPI 138.

69
70 **iii.** Finish Coat Gloss Level: Flat.

71
72 **iv.** System DFT: 4 mils.

73
74 **(3)** Ferrous Metal: Provide the following finish systems over
75 ferrous metal:

76
77 Latex Finish: Two finish coats over a primer.

78
79 **(a)** Primer: Interior ferrous-metal primer. MPI 79.

80
81 **(b)** Finish Coats: Interior latex paint. MPI 141.

82
83 **(c)** Finish Coat Gloss Level: Semi-gloss.

84
85 **(d)** System DFT: 5 mils.

86
87 **(4)** Zinc-Coated Metal: Provide the following finish systems over
88 interior zinc-coated metal surfaces:

89
90 Latex Finish: Two finish coats over a primer.

91
92 **(a)** Primer: Interior zinc-coated metal primer. MPI 79.

93
94 **(b)** Finish Coats: Interior latex paint. MPI 141.
95
96 **(c)** Finish Coat Gloss Level: Semi-gloss.
97
98 **(d)** System DFT: 5 mils.
99
100 **(D)** Patching Materials.
101
102 **(1)** Gypsum-Plaster Patching Compound: Finish coat plaster and
103 bonding compound according to ASTM C842 and manufacturer's
104 written instructions.
105
106 **(E)** Asbestos Prohibition: All paints shall be asbestos-free.
107
108 **(F)** Lead Prohibition: All paints shall be lead-free.
109
110 **(G)** Mercury Prohibition: All paints shall be mercury-free.
111
112 **(H)** Chromate Prohibition: All paints shall be free of zinc-chromate
113 and/or strontium-chromate.
114
115 **(I)** Cadmium Prohibition: All paint shall be cadmium-free.
116
117 **(J)** Preparatory Cleaning Materials:
118
119 **(1)** Water: Potable.
120
121 **(2)** Detergent Solution: Solution prepared by mixing 2 cups of
122 tetrasodium pyrophosphate (TSPP), ½ cup of laundry detergent that
123 contains no ammonia, 5 quarts of 5 percent sodium hypochlorite
124 bleach, and 15 quarts of warm water for every 5 gallons of solution
125 required.
126
127 **(3)** Mildewcide: Commercial proprietary mildewcide or a job-mixed
128 solution prepared by mixing 1/3 cup of household detergent that
129 contains no ammonia, 1 quart of 5 percent sodium hypochlorite
130 bleach, and 3 quarts of warm water.
131
132 **(K)** Thinning of paint shall be done using material recommended by the
133 manufacturer. Mix proprietary products according to manufacturer's printed
134 specifications. Compound thinner, mineral oil, kerosene, refined linseed oil,
135 or gasoline shall not be used for thinning.
136

(L) Except for metal primers all interior paint shall contain the maximum amount of mildewcide per gallon of paint permitted by the mildewcide manufacturer without adversely affecting the quality of the paint.

(M) The supplier shall submit a signed certificate indicating the amounts of mildewcide added by both the paint manufacturer and the paint supplier.

(N) Provide all patching and repair materials compatible with paint finishes and substrates. Paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

(O) For each coat in a paint system, provide products recommended in writing by manufacturers of topcoats for use in paint system and on substrate indicated.

(P) Provide all other materials not specified but required to achieve the finishes specified.

681.03 Construction.

(A) All materials shall be delivered to the job site in undamaged original containers bearing the manufacturer's label and shall be stored in such a manner as to prevent damage. All rejected materials shall be removed from the job site immediately.

(B) Sequencing and Scheduling.

(1) Perform repainting in the following sequence, which includes work specified in this and other Sections:

(a) Dismantle existing surface-mounted objects and hardware except items indicated to remain in place. Tag items with location identification and protect.

(b) Verify that temporary protections have been installed.

(c) Examine condition of surfaces to be painted, with Applicator present, for compliance with requirements for conditions affecting performance of the Work.

(d) Concrete Substrates: Verify that surface is sanded smooth.

(e) Removed existing paint to the degree required for each substrate and surface condition of existing paint.

183
184 (f) Apply paint system only after unsatisfactory conditions
185 have been corrected.

186
187 i. Application of coating indicates acceptance of
188 surfaces and conditions.

189
190 (g) Reinstall dismantled surface-mounted objects and
191 hardware unless otherwise indicated.

192
193 **(C) Submittals.**

194
195 **(1)** Schedule of Finishes: Submit painting finish schedule indicating
196 the spread rate which the proposed paint/coating will be applied that
197 are necessary to achieve the final dry film thickness indicated under
198 item entitled "SCHEDULE OF FINISHES" herein below.

199
200 **(2)** Color Samples:

201
202 **(a)** Submit finish samples of each color, whether scheduled or
203 not, for selection and approval.

204
205 i. Include stepped Samples defining each separate coat,
206 including fillers and primers.

207
208 ii. Include a list of materials for each coat of each Samples.

209
210 iii. Label each Sample for location and application.

211
212 **(b)** After the color finish sample has been approved, one set of
213 color finish samples painted onto 8-1/2 inch x 11 inch cardboard
214 shall be submitted. The cardboard shall be divided into 4
215 horizontal strips and painted as follows:

216
217 i. Prime 3 strips starting from the bottom.

218
219 ii. 1st coat bottom 2 strips.

220
221 iii. 2nd coat bottom strip.

222
223 **(3)** Schedule of Operations: Submit, before work on the project is
224 commenced, work schedule showing his sequence of operations and
225 dates shall be submitted.

226
227 **(4)** Certifications: Submit asbestos-free, lead-free, zinc-chromate-
228 free, strontium-chromate-free, cadmium-free and mercury-free paint

certificates. Should the Contractor require additional copies for distribution to his suppliers and subcontractors, he shall include these additional copies along with his submittal.

(5) Product Data Sheets: Submit Manufacturer's Product Data Sheets for the primers, paints, coatings, solvents, sealing and patching materials, sealants and caulking. Data sheets shall indicate thinning and mixing instructions, required fill thickness (mil) and application instructions. Should the Contractor require additional copies for distribution to his suppliers and subcontractors, he shall include these additional copies along with his submittal.

(6) Material Safety Data Sheets: Submit Manufacturer's Material Safety Data Sheets for coatings, solvents, and other hazardous materials. Should the Contractor require additional copies for distribution to his suppliers and subcontractors, he shall include these additional copies along with his submittal.

(7) Guaranty: Submit guaranty as noted under item entitled "GUARANTY" herein below.

(D) Guaranty.

(1) The Contractor shall guarantee that the work performed under this section conforms to the contract requirements and is free of any defect of material or workmanship performed by the Contractor. Such guarantee shall continue for a period of two (2) years from the project acceptance date during which period the Contractor shall remedy at his own expense any such failure to conform to any such defect.

(2) The Contractor shall warrant a mildew free surface for a period of one year from the project acceptance date. Should mildew formation occur on surfaces painted under this project within the one year, the Contractor shall clean such surfaces at no additional cost to the State.

(3) The Project Manager shall notify the Contractor in writing within a reasonable time after discovery of any failure or defect.

(4) Should the Contractor fail to remedy any failure or defect described in Paragraph A. above within 10 working days after receipt of notice thereof, the State shall have the right to repair or otherwise remedy such failure or damage at the Contractor's expense.

(E) Inspection and Approvals.

The Contractor shall obtain written approval from the Project Manager upon completion of each phase of work (phases of work are: surface preparation and spot prime, prime, first finish coat, second finish coat) before proceeding into the next phase of work. The Contractor shall give the Project Manager one day (24 hours minimum) advance notice of completion of any phase of work for a work area when he deviates from the previously submitted work schedule noted under paragraph entitled "Schedule of Operations", hereinabove. The Contractor shall provide necessary access to areas to be inspected. Failure to obtain approval of any phase of work area may result in redoing the operation at no cost to the State.

(1) Right of Rejection: The Project Manager shall have the right to reject all work which is not in compliance with the plans and specifications. Rejected work shall be redone at no cost to the State.

(2) In addition, the Project Manager shall have the right to require the immediate removal of any paint applicator who demonstrates negligence, lack of competence or repeated non-compliance with the contract requirements.

(F) Analyzing and Testing.

(1) All paints and their applied thickness shall be subject to testing whenever the Project Manager deems necessary to determine conformation to the requirements of these specifications. Should testing by a laboratory be required, the laboratory shall be selected by the Project Manager and the cost of testing shall be borne by the Contractor. Should test results show that the paint is in compliance with this specification, the cost will also be borne by the Contractor.

(2) All rejected material shall be removed from the job site immediately. Surfaces painted with the rejected material shall be redone at no additional cost to the State.

(3) Where the required paint thickness is deficient, the affected surface(s) shall be recoated as necessary to provide the required paint thickness at no additional cost to the State.

(G) Quality Assurance.

(1) Applicator Qualifications: A firm and individuals experienced in applying paints and coatings similar in materials, design, and extent to those indicated for this project, whose work has resulted in applications with a record of successful in-service performance.

321 (2) Field Samples (Mockups): Provide a full-coat field sample panel
322 for each type of coating and substrate at locations as directed by the
323 Project Manager. Provide samples at least 4 feet long by 8 feet high.
324

325 (H) Special Requirements.
326

327 (1) Codes: The Contractor shall comply with the State OSHL
328 (Occupational Safety and Health Law) and all pollution control
329 regulations of the State Department of Health.
330

331 (2) Protection:
332

333 (a) Persons:
334

335 i. The Contractor shall take all necessary precautions to
336 protect public pedestrians, including tenants from injury.
337

338 ii. The Contractor shall provide, erect and maintain safety
339 barricades around scaffolds, hoists and wherever
340 Contractor's operations create hazardous conditions in
341 order to properly protect the public and tenants.
342

343 (b) Completed Work: The Contractor shall provide all
344 necessary protection for wet paint surfaces.
345

346 (c) Protective Covering and Enclosures: The Contractor shall
347 provide and install protective covering over furniture, equipment,
348 floor and other areas that are not scheduled for treatment.
349 Protective covering shall be clean sanitary drop cloth or plastic
350 sheets. Paint applied to surfaces not scheduled for treatment
351 shall be completely removed and surfaces shall be returned to
352 their original condition.
353

354 (d) Safeguarding of Property: The Contractor shall take
355 whatever steps may be necessary to safeguard his work and
356 also the property of the State and other individuals in the vicinity
357 of his work area during the execution of this Contract. He shall
358 be responsible for and make good on any and all damages and
359 for losses to work or property caused by his or his employee's
360 negligence.
361

362 (e) Fire Safety: The Contractor shall direct his employees not
363 to smoke in the vicinity and exercise precautions against fire at
364 all times. Waste rags, plastic (polyester sheets), empty cans,
365 etc. shall be removed from the site at the end of each day.
366

367 **(3) Storage Area for Materials:**
368

369 **(a)** No paint material, empty cans, paint brushes and rollers
370 may be stored in the building(s). They shall be stored in
371 separate storage facilities away from the building(s).
372

373 **(b)** The Contractor may furnish a job site storage facility. Such
374 facility shall comply with the requirements of the local Fire
375 Department. The storage area shall be kept clean and the
376 facility shall be locked when not in use or when no visual
377 supervision is possible.
378

379 **(I) Areas (Surfaces) To Be Painted**
380

381 Interior Surfaces to be Painted:
382

383 **(1)** All interior surfaces shall be painted unless otherwise indicated
384 on the plans and/or specifically deleted in these specifications.
385

386 **(2)** Extent of treatment for special items is as follows:
387

388 **(a)** Metal fabrication items.
389

390 **(b)** Carpentry items.
391

392 **(c)** Concrete walls.
393

394 **(d)** Gypsum boards.
395

396 **(e)** G.I. pipes and conduits, electric boxes and similar
397 appurtenances – exposed surfaces.
398

399 **(f)** All other miscellaneous items.
400

401 **(J) Painting Not Included**
402

403 The following categories of work are not included as part of field applied
404 paint and finish work.
405

406 **(1)** Pre-Finished Items: Unless otherwise indicated, do not include
407 painting for factory-finished or installer finished items such as (but not
408 limited to) solid phenolic, plastic laminate, acoustic materials, high
409 performance organic coated metal, finished mechanical and electrical
410 equipment, including light fixtures, switchgear, and distribution
411 cabinets, etc.
412

413 (2) Finished Metal Surfaces: Metal surfaces of anodized aluminum,
414 stainless steel, chromium plate, copper and similar finished materials
415 will not require finish painting, unless otherwise indicated.

416
417 (3) Labels: Do not paint over any code-required labels, such as
418 Underwriters' Laboratories, or any equipment identification,
419 performance rating, name, or nomenclature plates.

420
421 (K) Other Incidental Work To Be Performed by Contractor

422
423 (1) Interior:

424
425 (a) Unless otherwise specified, the Contractor is responsible
426 for moving about all furniture and equipment to provide himself
427 with sufficient working space. The Contractor shall protect
428 these items and make good any damage to them at no cost to
429 the State. After the painting of the room is completed, the
430 Contractor shall replace all furniture and equipment to their
431 original locations.

432
433 (b) The Contractor shall carefully remove from surfaces to be
434 painted, prefabricated items, and items not permanently attached
435 that do not require painting, and neatly store away. Re-install
436 items at completion of painting.

437
438 (2) Areas Inaccessible to Normal Painting: The Contractor shall
439 remove and reinstall items as required to paint area(s) where
440 indicated.

441
442 (L) Schedule of Finishes

443
444 (1) The Schedule of Finishes is made for the convenience of the
445 Contractor and indicates the types and quality of finishes to be
446 applied to the surfaces.

447
448 (2) All paints unless otherwise noted, are the products of Benjamin
449 Moore and are so named to establish desired quality and standard of
450 materials. Painting materials, equal to those mentioned by trade
451 name under the various treatments may be used, provided they meet
452 or exceed the specifications listed.

453
454 (3) Treatment shall be applied on exposed surfaces of designated
455 materials, in conformity with instructions of the paint product used.

456
457 (4) Paint sheen shall be as scheduled and as selected by the
458 Project Manager. The following schedule represents the general

character of the paint systems necessary to complete the work.
Provide additional comparable systems and for additional sheens as
necessary when requested by the Project Manager at no additional
cost to the State.

(M) Surface Preparation of Surfaces.

(1) The Painter shall be wholly responsible for the finish of his
work and shall not commence any part of it until surfaces are in
proper condition. If Painter considers any surfaces unsuitable for
proper finish of his work, he shall notify the Contractor of this fact in
writing and he shall not apply any material until the unsuitable
surfaces have been made satisfactory. Major defects shall be
restored by the proper trades. In general, follow the manufacturer's
direction for surface preparation for the paint to be applied.

(2) Concrete and concrete masonry unit surfaces shall be wire
brushed clean to remove all dust and loose mortar.

(3) Unprimed galvanized metal shall be washed with a solution of
chemical phosphoric metal etch and allowed to dry.

(4) All metal surfaces shall be made clean and free of any defects
or condition that may produce unsatisfactory finish.

(N) Paint Application.

(1) General:

(a) All work shall be done in a workmanlike manner by
skilled and experienced mechanics and shall conform to the
best painting practices.

(b) All materials shall be applied in strict accordance with the
manufacturer's specifications, including spread rates, and the
finished surfaces shall be free from runs, sags, drops, ridges,
waves, laps, streaks, brush marks and variations in color,
texture and finish. The coverage shall be complete and each
coat shall be so applied as to produce a film of uniform
thickness. No paint shall be applied until the preceding coat is
thoroughly dry and approved.

(c) Coats shall be applied only to surfaces that are
thoroughly dry and only under such combination of humidity
and temperature that will ensure proper paint application.

- 505 (d) Any mixing shall be done outside the building.
506
507 (2) Application: Paint application shall be by brush and roller only.
508
509 (3) Colors: Each coat shall be tinted a different shade from the
510 preceding coat. Colors shall be in accordance with the schedule on
511 the drawings. Where a color is not indicated, the color shall be
512 selected by the Project Manager.
513
514 (4) Finish Film Thickness: Apply primer, intermediate, and finish
515 coats in dry film thickness, as scheduled unless recommended
516 otherwise in writing by the manufacturer, for each coat and in
517 accordance with the manufacturer's recommendations. Verify mil
518 thickness by use of a suitable wet film gauge. Use a Tooke or other
519 dry film gauge to test for total dry film thickness.
520
521 (O) Miscellaneous.
522
523 (1) Installation of Removed Items: After completion of final paint
524 coat, removed items shall be reinstalled.
525
526 (2) Clean-up:
527
528 (a) During the progress of the work, all debris, empty crates,
529 waste, drippings, etc. shall be removed by the Contractor and
530 the grounds about the areas to be painted shall be left clean
531 and orderly at the end of each work day.
532
533 (b) Upon completion of the work, staging, scaffolding,
534 containers and all other debris shall be removed from the site.
535 All paint splashed or spilled upon adjacent surfaces not
536 requiring treatment (hardware, fixture, floor, glass) shall be
537 removed and the entire job left clean and acceptable.
538
539 (P) Extra Paint.
540
541 The Contractor shall provide extra paint/stain in each of the different colors
542 of interior and exterior paint used for all surfaces to the State upon final
543 acceptance of the project in unopened one gallon cans in the following
544 quantities:
545
546 (1) Five (5) gallon cans of each paint color.
547
548 (2) One (1) gallon cans of each stain color.
549
550 (Q) Preparation.

- 551
552 (1) General: Use the gentlest, appropriate method necessary to
553 clean surfaces in preparation for painting. Clean all surfaces,
554 corners, contours, and interstices.
555
556 (2) Detergent Cleaning. Wash surfaces by hand using clean rags,
557 sponges, and bristle brushes. Scrub surface with detergent solution
558 and bristle brush until soil is thoroughly dislodged and can be
559 removed by rinsing. Use small brushes to remove soil from joints
560 and crevices. Dip brush in solution often to ensure that adequate
561 fresh detergent is used and that surface remains wet. Rinse with
562 water applied by clean rags or sponges.
563
564 (3) Solvent Cleaning. Use solvent cleaning to remove oil, grease,
565 smoke, from painted or unpainted surfaces before other preparation
566 work. Wipe surfaces with solvent using clean rags and sponges, if
567 necessary, spot-solvent cleaning may be employed just prior to
568 commencement of paint application, provided enough time is allowed
569 for complete evaporation. Use clean solvent and clean rags for the
570 final wash to ensure that all foreign materials have been removed.
571 Do not use solvents, including primer thinner and turpentine, that
572 leave residue.
573
574 Mildew. Clean off existing mildew, loose paint, grease, dirt and other
575 debris by scrubbing with bristle brush or sponge and detergent
576 solution. Scrub mildewed areas with mildewcide. Rinse with water
577 applied by clean rags or sponges.
578
579 (4) Comply with manufacturer's written instructions and
580 recommendations applicable to substrates and painting system
581 indicated.
582
583 (5) Concrete Substrates: Remove release agents, curing
584 compounds, efflorescence, and chalk. Do not paint surfaces if
585 moisture content or alkalinity of surfaces to be painted exceeds that
586 permitted in manufacturer's written instructions.
587
588 (6) Apply skim coat over rough or textured areas as required to
589 achieve a uniform surface to match adjacent. Sand surfaces smooth.
590 Surfaces shall be smooth to the touch and free from visible
591 imperfections.

592
593 **(R) Paint Removal.**
594

- 595 (1) General. Remove paint where indicated. Where cleaning
596 methods have been attempted and further removal of the paint is

required because of incompatible or unsatisfactory surfaces for repainting, remove paint to extent by conditions.

(a) Application. Apply paint removers according to paint-remover manufacturer's written instructions. Do not allow paint removers to remain on surface for period longer than those indicated or recommended in writing by manufacturer.

(b) Apply materials to all surfaces, corners, contours, and interstices, to provide a uniform final appearance without streaks.

(c) After work is complete, remove protection no longer required. Remove tape and adhesive marks.

(S) Substrate Repair.

(1) General. Repair substrate surface defects that are inconsistent with the surface appearance of the adjacent materials and finishes.

(a) Cementitious Material Substrates:

i. General. Repair defects including dents and chips more than ½ inch in size and all holes and cracks by filling with cementitious patching compound and sanding smooth. Remove protruding fasteners.

ii. Concrete, and Other Cementitious Products: Remove efflorescence, chalk, dust, dirt, grease, oils and release agents. If surfaces are too alkaline to paint, correct this condition before painting.

(b) Gypsum-Board Substrates:

i. Repair defects including dents and chips more than 1/8 inch in size and all holes and cracks by filling with gypsum-plaster compound and sanding smooth. Remove protruding fasteners.

ii. Rout out surface cracks to remove loose, unsound material; fill with patching compound and sand smooth.

681.04 Measurement. Repainting will be paid for on a square foot basis per Contract Documents.

681.05 Basis of Payment. The Engineer will pay for the accepted Repainting on a square foot basis. Payment will be in full compensation for Repainting and furnishing labor, tools, materials, equipment and incidentals necessary to complete the work.

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

Pay Item	Pay Unit
Repainting	Square Feet"

END OF SECTION 681

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

2
3 **"SECTION 682 – TILE CARPETING**

4
5 **682.01 Description.** This section describes the tile carpeting work.

6
7 **(A)** Provide all tile carpeting for a complete installation. Section includes
8 modular carpet tile.
9

10 **682.02 Materials.**

11
12 **(A)** Carpet Tile [CPT-1].

13
14 **(1)** Basis of Design Product Manufacturer. Mohawk Group, 222
15 Merchandise Mart, Suite 377, Chicago, IL 60654, (312) 330-6794,
16 www.mohawkgroup.com, or approved equal.
17

18 **(2)** Color. Inky Blue, 565, or approved equal.

19
20 **(3)** Pattern. Linear Effect, BT589, or approved equal.

21
22 **(4)** Fiber Content. 100 percent nylon 6.

23
24 **(5)** Fiber Type. ColorStrand Nylon.

25
26 **(6)** Pile Characteristic. Textured Pattern Loop.

27
28 **(7)** Pile Thickness. 0.121.

29
30 **(8)** Gauge. 1/12 (47.00 rows per 10 cm).

31
32 **(9)** Primary Backing/Backcoating. Manufacturer's standard
33 composite materials.
34

35 **(10)** Secondary Backing. Manufacturer's standard material.

36
37 **(11)** Backing System. Ecoflex Air.

38
39 **(12)** Size. 24 by 24 inches.

40
41 **(13)** Applied Treatments.

42
43 **(a)** Soil-Resistance Treatment. Manufacturer's standard
44 treatment.
45

46 **(b)** Antimicrobial Treatment. Manufacturer's standard

treatment that protects carpet tiles as follows:

- i. Antimicrobial Activity. Not less than 2-mm halo of inhibition for gram-positive bacteria, not less than 1-mm halo of inhibition for gram-negative bacteria, and no fungal growth, according to AATCC 174.

(14) Performance Characteristics.

(a) Appearance Retention Rating. Moderate traffic, 2.5 minimum according to ASTM D7330.

(b) Critical Radiant Flux Classification. Not less than 0.45 W/sq. cm according to NFPA 253.

(c) Dry Breaking Strength. Not less than 100 lbf according to ASTM D2646.

(d) Tuft Bind. Not less than 3 lbf according to ASTM D1335.

(e) Delamination. Not less than 3.5 lbf/in according to ASTM D3936.

(f) Dimensional Tolerance. Within 1/32 inch of specified size dimensions, as determined by physical measurement.

(g) Colorfastness to Crocking. Not less than 4, wet and dry, according to AATCC 165.

(h) Colorfastness to Light. Not less than 4 after 40 AFU (AATCC fading units) according to AATCC 16, Option E.

(i) Electrostatic Propensity: Less than 3.5 kV according to AATCC 134.

(B) Trowelable Leveling and Patching Compounds. Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.

(C) Adhesives. Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and are recommended by carpet tile manufacturer for releasable installation.

(D) Metal Edge/Transition Strips. Extruded aluminum with mil finish of profile and width shown, of height required to protect exposed edge of

carpet, and of maximum lengths to minimize running joints.

682.03 Construction.

(A) Submittals.

(1) Product Data. Submit manufacturer's product data and specifications for each type of tile carpeting required for approval.

(a) Include manufacturer's written data on physical characteristics, durability, and fade resistance.

(b) Include manufacturer's written installation recommendations for each type of substrate.

(2) Shop Drawings. For carpet tile installation, plans showing the following:

(a) Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.

(b) Carpet tile type, color, and dye lot.

(c) Type of subfloor.

(d) Type of installation.

(e) Pattern of installation.

(f) Pattern type, location, and direction.

(g) Pile direction.

(h) Type, color, and location of edge, transition, and other accessory strips.

(i) Transition details to other flooring materials.

(3) Samples. For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

(a) Carpet Tile. Full-size sample.

139 **(b)** Exposed Edge, Transition, and Other Accessory
140 Stripping. 12-inch-long samples.

141
142 **(4)** Product Schedule. For carpet tile. Use same designations
143 indicated on Drawings.

144
145 **(5)** Guaranty. Submit guaranty as noted under item entitled
146 "GUARANTY" hereinbelow.

147
148 **(B)** Closeout Submittals.

149
150 **(1)** Maintenance Data. For carpet tiles to include in maintenance
151 manuals. Include the following:

152
153 **(a)** Methods for maintaining carpet tile, including cleaning
154 and stain-removal products and procedures and
155 manufacturer's recommended maintenance schedule.

156
157 **(b)** Precautions for cleaning materials and methods that
158 could be detrimental to carpet tile.

159
160 **(C)** Maintenance Material Submittals.

161
162 **(1)** Furnish extra materials, from the same product run, that match
163 products installed and that are packaged with protective covering for
164 storage and identified with labels describing contents.

165
166 **(a)** Carpet Tile. Full-size units equal to 5 percent of amount
167 installed for each type indicated, but not less than 10 sq. yd.

168
169 **(D)** Guaranty.

170
171 The Contractor shall submit a written guaranty on the carpet tiles for a 10-
172 year period from date of Substantial Completion. Manufacturer agrees to
173 repair or replace components of carpet tile installation that fail in materials
174 or workmanship within specified warranty period.

175
176 **(1)** Warranty does not include deterioration or failure of carpet tile
177 due to unusual traffic, failure of substrate, vandalism, or abuse.

178
179 **(2)** Failures include, but are not limited to, the following:

180
181 **(a)** More than 10 percent edge raveling, snags, and runs.

182
183 **(b)** Dimensional instability.

- 185 (c) Excess static discharge.
186
187 (d) Loss of tuft-bind strength.
188
189 (e) Loss of face fiber.
190
191 (f) Delamination.
192
193 (E) Quality Assurance.
194
195 (1) Installer Qualifications. An experienced installer who is
196 certified by the International Certified Floorcovering Installers
197 Association at the Commercial II certification level.
198
199 (2) Mockups. Build mockups to verify selections made under
200 Sample submittals, to demonstrate aesthetic effects, and to set
201 quality standards for fabrication and installation. Subject to
202 compliance with requirements, approved mockups may become part
203 of the completed Work if undisturbed at time of Substantial
204 Completion.
205
206 (F) Delivery, Storage, and Handling.
207
208 (1) Comply with the Carpet and Rug Institute's CRI 104.
209
210 (G) Field Conditions.
211
212 (1) Comply with the Carpet and Rug Institute's CRI 104 for
213 temperature, humidity, and ventilation limitations.
214
215 (2) Environmental Limitations. Do not deliver or install carpet tiles
216 until spaces are enclosed and weathertight, wet-work in spaces is
217 complete and dry, and ambient temperature and humidity conditions
218 are maintained at levels planned for building occupants during the
219 remainder of the construction period.
220
221 (3) Do not install carpet tiles over concrete slabs until slabs have
222 cured and are sufficiently dry to bond with adhesive and concrete
223 slabs have pH range recommended by carpet tile manufacturer.
224
225 (4) Where demountable partitions or other items are indicated for
226 installation on top of carpet tiles, install carpet tiles before installing
227 these items.
228
229 (H) Examination.
230

231 (1) Examine substrates, areas, and conditions, with Installer
232 present, for compliance with requirements for maximum moisture
233 content, alkalinity range, installation tolerances, and other conditions
234 affecting carpet tile performance.

235
236 (2) Examine carpet tile for type, color, pattern, and potential
237 defects.

238
239 (3) Concrete Slabs. Verify that finishes comply with requirements
240 in Section 411 "Portland Cement Concrete Pavement" and that
241 surfaces are free of cracks, ridges, depressions, scale, and foreign
242 deposits.

243
244 (a) Moisture Testing. Perform tests so that each test area
245 does not exceed 1000 sq. ft., and perform no fewer than three
246 tests in each installation area and with test areas evenly
247 spaced in installation areas.

248
249 i. Anhydrous Calcium Chloride Test. ASTM F1869.
250 Proceed with installation only after substrates have
251 maximum moisture-vapor-emission rate of 3 lb of
252 water/1000 sq. ft. in 24 hours.

253
254 ii. Perform additional moisture tests recommended in
255 writing by adhesive and carpet tile manufacturers.
256 Proceed with installation only after substrates pass
257 testing.

258
259 (4) Proceed with installation only after unsatisfactory conditions
260 have been corrected.

261
262 (I) Preparation.

263
264 (1) General. Comply with the Carpet and Rug Institute's CRI 104
265 and with carpet tile manufacturer's written installation instructions for
266 preparing substrates indicated to receive carpet tile.

267
268 (2) Use trowelable leveling and patching compounds, according to
269 manufacturer's written instructions, to fill cracks, holes, depressions,
270 and protrusions in substrates. Fill or level cracks, holes and
271 depressions 1/8 inch wide or wider, and protrusions more than 1/32
272 inch unless more stringent requirements are required by
273 manufacturer's written instructions.

274
275 (3) Concrete Substrates. Remove coatings, including curing
276 compounds, and other substrates that are incompatible with

adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.

(4) Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

(J) Installation.

(1) General. Comply with the Carpet and Rug Institute's CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.

(2) Installation Method. Glue down. Install every tile with full-spread, releasable, pressure-sensitive adhesive.

(3) Maintain dye-lot integrity. Do not mix dye lots in same area.

(4) Maintain pile-direction patterns recommended in writing by carpet tile manufacturer.

(5) Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.

(6) Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

(7) Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.

(8) Install pattern parallel to walls and borders.

(K) Cleaning and Protection.

(1) Perform the following operations immediately after installing carpet tile:

(a) Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.

(b) Remove yarns that protrude from carpet tile surface.

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(c) Vacuum carpet tile using commercial machine with face-beater element.

(2) Protect installed carpet tile to comply with the Carpet and Rug Institute's CRI 104, Section 13.7.

(3) Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

682.04 Measurement. The Engineer will measure tile carpeting per square yard for payment in accordance with contract documents.

682.05 Payment. The Engineer will pay for the accepted tile carpeting on a contract square yard basis.

The price includes full compensation for tile carpeting and furnishing labor, tools, materials, equipment and incidentals necessary to complete the work.

Pay Item

Pay Unit

Tile Carpeting

Square Yard"

END OF SECTION 682

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

2
3 **"SECTION 683 – GENERAL MECHANICAL REQUIREMENTS**

4
5 **683.01 Description.** This section describes the general mechanical
6 requirements.

7
8 **(A)** These general mechanical requirements apply to all sections of
9 plumbing, HVAC, controls and fire sprinkler sections of this project
10 specifications, unless specified otherwise in the individual sections.

11
12 **(B)** "Provide" shall mean "furnish and install" when used herein. Connect
13 building systems to exterior utility systems at five (5) feet beyond the
14 building line and as shown on the drawings.

15
16 **683.02 Materials**

17
18 **(A) Materials and Equipment.**

19
20 **(1)** As specified in all plumbing, HVAC, controls and fire sprinkler
21 sections.

22
23 **(2)** Materials, fixtures and equipment shall be cataloged products of
24 manufacturers regularly engaged in production of such materials,
25 fixtures or equipment and shall be manufacturer's latest design that
26 complies with the specification requirements. Materials, fixtures and
27 equipment shall duplicate items that have been in satisfactory
28 commercial or industrial use at least two (2) years in Hawaii prior to
29 bid opening. Where two or more items of the same class of
30 equipment are required, these items shall be products of a single
31 manufacturer; however, the component parts of the items need not
32 be the products of the same manufacturer, except where specified.
33 Each item of equipment shall have the manufacturer's nameplate.
34 Name of the distributing agent will not be acceptable.

35
36 **(3)** All materials shall be new, of equivalent or better quality than of
37 materials specified. For ease of maintenance and parts replacement,
38 select equipment from a single manufacturer as much as possible.
39 Substitutions require pre-bid approval.

40
41 **(4)** The Contractor shall provide all necessary options and
42 accessories to comply with the applicable equipment specification
43 requirements. Installation of options and accessories shall be in
44 accordance with the manufacturer's requirements. The complete
45 assembly shall be warranted by the respective manufacturer.

47 **(B) Nameplates.**

48
49 **(1)** Each item of equipment shall have manufacturer's nameplate of
50 corrosion resisting metal attached in a conspicuous location.
51 Nameplate data shall include manufacturer's name, address, model
52 number, serial number, capacity, rating and such other performance
53 data as required to completely identify the item. In addition, the
54 manufacturer shall provide a separate corrosion resisting metal tag,
55 unless specified otherwise, to carry the equipment designation as
56 shown on drawings. Except as otherwise specified, nameplate
57 lettering shall be stamped in upper case. Nameplates shall be
58 fastened by means of corrosion resisting metal screws, rivets or
59 minimum 14-gage wire.
60

61 **(C) Tools and Supplies.**

62
63 **(1)** Special tools and supplies shall be provided to maintain
64 equipment provided for this project. The items shall be packaged or
65 boxed to provide protection in storage, and shall be identified as to
66 use. Tools and supplies shall be accompanied by information as to
67 source of supply.
68

69 **683.03 Construction.**

70
71 **(A) Quality Assurance.**

72
73 **(1)** The Contractor shall furnish all labor, materials, tools and
74 equipment and perform all work and services necessary for complete
75 and properly operated mechanical systems, as shown on the
76 drawings and as specified, in accordance with provisions of the
77 Contract Documents and completely coordinate his work with that of
78 all other trades.
79

80 **(2)** The Contractor shall completely examine the Contract
81 Documents and shall report to the Engineer any error, inconsistency
82 or omission he discovers. Bidders are cautioned to review the
83 Technical Specifications carefully and thoroughly. The submittal of a
84 bid shall be considered as acceptance of the specifications as
85 published. Protests concerning the Technical Specifications lodged
86 after bid opening shall not be considered.
87

88 **(3)** The Contractor shall visit the site and examine the conditions
89 affecting his work before submitting his proposal. The submission of
90 the proposal shall be considered evidence that the Contractor has
91 visited the site. Extra payments will not be allowed to the Contractor
92 on account of extra work made necessary by his failure to visit the

93 site.

94
95 (4) Provide all supplementary or miscellaneous items, hangers,
96 support structure, details, appurtenances and devices incidental to or
97 necessary for a sound, secure and complete mechanical system
98 where work required is not specifically indicated.
99

100 (5) Drawings and specifications shall be taken together. Provide
101 work specified or stated in one or the other document as though
102 mentioned in both.
103

104 (6) Substitution of another manufacturer's product for materials or
105 equipment specified and for items with "approved equal" after the
106 brand name requires approval in accordance with Section 106.13 for
107 Substitution of Materials and Equipment after Bid.. "Equal" products
108 are acceptable in lieu of those specified hereinafter by specific
109 manufacturer and model number.
110

111 (7) The Contractor shall warrant that all materials and equipment,
112 furnished under this Contract, will be new and that all work will be of
113 good quality, free from faults and defects, in conformance with the
114 Contract Documents for a guarantee period of one (1) year,
115 commencing after thirty (30) consecutive days of trouble-free
116 operation after the Project Acceptance Date or the equipment
117 acceptance date, if earlier than the Project Acceptance Date, against
118 all defects in material and workmanship.
119

120 (8) The Contractor shall maintain at the site, a minimum of one (1)
121 copy of all drawings, specifications, addenda, approved shop
122 drawings, change orders and other modifications, in good order and
123 marked to record all changes made during construction. These shall
124 be made available to the Engineer.
125

126 (9) The Contractor, at all times, shall keep the premises free from
127 accumulation of waste materials or rubbish caused by his operations.
128 Upon completion of the work, the Contractor shall remove all his
129 waste materials and rubbish from and about the project, as well as all
130 his tools, construction equipment, machinery and surplus materials
131 and shall clean all new equipment and accessories.
132

133 (10) The Contractor shall give the Engineer timely notice of its
134 readiness for testing any work, including the data arranged so the
135 Engineer may observe such testing. The Contractor shall bear all
136 cost of such tests.
137

138 (11) Workmanship and Materials:

139
140 (a) Workmanship shall be of the best quality and none, but
141 competent mechanical workers, skilled in their trades and
142 thoroughly familiar with the work involved, shall be employed.
143 The Contractor shall furnish the services of an experienced
144 superintendent, who will be constantly in charge of the work,
145 until completed and accepted.

146
147 (b) Reference to standards is intended to be the latest
148 revision of the standard specified.

149
150 (c) Unless otherwise specified later in this section, each
151 article of its kind shall be the standard product of a single
152 manufacturer.

153
154 (d) Wherever the words "or approved equal" or other words
155 of similar intent or meaning are used, implying that judgment is
156 to be exercised, it is understood that it is the judgment of the
157 Engineer that is referred to.

158
159 (e) All manufactured materials shall be delivered and stored
160 in their original containers. Equipment shall be clearly marked
161 or stamped with the manufacturer's name and rating.
162 Equipment and materials shall be carefully handled, properly
163 stored and adequately protected to prevent damage before and
164 during installation, in accordance with the manufacturer's
165 recommendations and as approved by the Engineer. Damaged
166 or defective items, in the opinion of the Engineer, shall be
167 replaced at no cost to the State.

168
169 (12) The Engineer shall have the right to accept or reject materials,
170 equipment and/or workmanship and determine when the Contractor
171 has complied with the contract documents.

172
173 **(B) Contract Drawings.**

174
175 (1) Contract drawings are essentially diagrammatic, indicating
176 general layout and approximate locations toward establishing the
177 scope for uniform estimating basis for all bidders. They are not
178 intended to be detailed construction working drawings. Equipment,
179 fixtures, ductwork and piping arrangements shall fit into space
180 allotted and shall allow adequate clearances for servicing and
181 maintenance. Reasonable modifications to indicated locations and
182 arrangement to suit job conditions shall not constitute basis for
183 requesting additional funds from the State.
184

(2) Because of the small scale of drawings, it is not possible to indicate all offsets, fittings, and accessories which may be required. Contractor shall carefully investigate structural and finish conditions affecting his work and arrange such work accordingly, furnishing such fittings, traps, valves, ductwork, piping, supports, and accessories as may be required to meet such conditions.

(3) Verification of Dimensions: The Contractor shall be responsible for the coordination and proper relation of his work to the building structure and to the work of all trades. The Contractor shall visit the premises and thoroughly familiarize himself with all details of the work and working conditions, to verify all dimensions in the field, and to advise the Engineer of any discrepancy before performing any work.

(C) Submittals.

(1) Submit in accordance with Section 105 - CONTROL OF WORK.

(2) Within thirty (30) calendar days after award of contract and before installation of any materials or equipment is begun, Contractor shall submit to the Engineer for approval a complete list of materials and equipment together with names and addresses of manufacturers, catalog numbers, and trade names; and annotated descriptive data showing the specific model, type, and size of each item the Contractor proposes to furnish. Prepare working drawings on sheets not smaller than 24 inches by 36 inches, and include data essential to the proper installation of the system. Do not commence work until the design of the system and the various components have been approved.

(3) Approval of materials will be based on manufacturer's published rating. Any materials and equipment which are not in accordance with these specifications may be rejected.

(4) Prior to start of any field work, required copies of to scale shop drawings of equipment, fixtures, ductwork, piping and controls shall be submitted for review. No work shall be started without approval from the Engineer. Where apparatus and equipment have been indicated on the contract drawings, dimensions have been taken from typical equipment of the class indicated. The shop drawings shall show the details of construction and installation of the particular equipment or fixture furnished. The shop drawings shall be fully dimensioned to show that the equipment and connections fit the space provided.

231 (a) Contractor shall check the submittals and shop drawings
232 and certify that they are correct and in compliance with the
233 contract drawings and specifications.
234

235 (b) Review of shop drawings is confined to arrangement of
236 equipment and fixtures only and does not relieve the Contractor
237 from responsibility for proper fit, performance and construction.
238 Any deviation from the Contract drawings and specifications
239 shall be clearly noted on the shop drawings. Since
240 manufacturing methods vary, reasonable variations from the
241 Contract Documents are acceptable; however, performance and
242 material requirements are minimum and the State retains the
243 right to judge the equality of any variation.
244

245 (5) Submit eight (8) copies of each submittal required for approval.
246

247 (6) Substitution Requests: Substituted material or equipment may
248 be used if qualified by written permission from the Engineer.
249

250 (7) Shop Drawings: Submit prints of dimensioned shop drawings,
251 indicating equipment layout, piping, hangers, equipment bases,
252 support details, wiring diagrams for control and interlock, and
253 locations and sizes of pipe sleeves and duct openings. Drawings
254 shall indicate adequate clearance for operation, maintenance, and
255 replacement of operating equipment devices and components.
256 Coordinate drawings with other trades to avoid interferences.
257 Drawings shall be minimum 24 inches by 36 inches in size, except as
258 specified elsewhere. Approval of shop drawings does not relieve the
259 Contractor from responsibility of a complete installation or proper
260 performance. Work shall not commence until shop drawings are
261 approved by the Engineer.
262

263 (a) The Contractor shall review, stamp with his approval, and
264 submit all shop drawings required by the Contract documents or
265 subsequently by the State.
266

267 (b) At the time of submission, the Contractor shall inform the
268 Engineer in writing of any deviation in the shop drawings from
269 the requirements of the Contract Documents.
270

271 (c) By approving and submitting shop drawings, the
272 Contractor certifies that he has determined and verified all field
273 measurements and obstructions, field construction criteria,
274 materials, catalog numbers and similar data, that he has
275 checked and coordinated each shop drawing with the
276 requirements of the work and of the contract documents

and that all equipment fits within designated spaces.

(d) Drawings shall verify and indicate piping locations and inverts.

(8) Product Data:

(a) Product data of equipment, fixtures and trim showing manufacturer's name, trade name, catalog model or number, project specification and paragraph reference, material specifications, performance data, certified dimensions, motor sizes and if applicable, sound power levels by octave bands.

(b) Contractor shall clearly indicate (highlight, arrow, etc.) on product data submittals the project related information and delete (X or cross-out) the non-applicable information.

(9) Schedule: Submit schedules of mechanical equipment which include a complete list of materials and equipment together with names and addresses of manufacturers, catalog numbers, and trade names.

(10) Certified Test Reports: Before delivery of materials and equipment, certified copies of all test reports, specified in the individual sections shall be submitted for approval.

(11) Certificate of Conformance or Compliance:

(a) Manufacturers Certification: Submit certification from the manufacturer attesting that the materials and equipment, to be furnished for this project comply with the requirements of this specification and of the reference publications. Preprinted certifications will not be acceptable; certifications shall be in the original, and dated and signed by an authorized officer of the manufacturer. The certification shall not contain statements that could be interpreted to imply that the product does not meet all requirements specified, such as "as good as", "achieve the same end use and result as materials formulated in accordance with the referenced publication", "equal or exceed the service and performance of the specified material." The certification shall simply state that the product conforms to the requirements specified.

(b) Contractor's Warranty: Submit certificate of Warranty as detailed in "Warranty and Certificate" paragraph in this section.

323 (c) Standard Compliance: When materials or equipment
324 must conform to the standards of organizations such as the
325 International Association of Plumbing and Mechanical Officials
326 (IAPMO), proof of such conformance shall be submitted to the
327 Engineer for approval.
328

329 (12) Operating and Maintenance Instructions: Prior to final
330 inspection, submit bound copies of the Operating and Maintenance
331 Instructions on all equipment and the system as a whole and as
332 required by the individual technical sections.
333

334 **(D) Field Posted As-Built Drawings.**
335

336 (1) Record changes from the contract drawings of all concealed
337 piping. Show exact locations and sizes, as actually installed, of
338 mechanical equipment, fixtures, piping, isolating valves and items
339 requiring maintenance or inspection. Dimension underground piping
340 from a visible point on structure. Keep at the job site a complete,
341 accurate record of all approved deviations from the contract
342 drawings, shop drawings and specifications. Keep these changes on
343 reproducible prints of the drawings affected and submit to the
344 Engineer at the completion of the project.
345

346 **(E) Laws, Regulations and Code.**
347

348 The following shall govern where applicable; the Uniform Plumbing Code –
349 2021 as adopted by the City and County of Honolulu, the International
350 Building Code – 2018 as adopted by the City and County of Honolulu, the
351 Wastewater Division of the City and County of Honolulu, State of Hawaii
352 Department of Health Regulations, OSHA Rules and Regulations and all
353 other codes and standards referenced in these specifications. Where
354 requirements differ in these codes and standards, the more stringent shall
355 apply.
356

357 **(F) Permit and Inspections.**
358

359 (1) Obtain and pay for all fees, permits, licenses, assessments,
360 connection charges and inspections required for this project.
361

362 (2) The Contractor shall apply and pay for all necessary
363 inspections required by any public authority having jurisdiction.
364

365 **(G) Manufacturer's Recommendations.**
366

367 (1) Equipment installed under this division of the specifications shall
368 be installed in accordance with all manufacturer's recommendations,

unless otherwise shown on the drawings or specified in this section. Where installation procedures or any part thereof are required to be in accordance with the recommendations of the manufacturer of the equipment being installed, printed copies of these recommendations shall be furnished to the Engineer, prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations may be cause for rejection of the equipment.

(2) Certain specified construction and details may not be regularly included in the manufacturer's catalogued product. In such instances, the Contractor shall provide the material or equipment complete as specified.

(H) Operating and Maintenance Instructions.

(1) Bound Instructions: Unless otherwise indicated, submit eight (8) copies of an operation, maintenance, and troubleshooting manual for each item of equipment and the system as a whole. Furnish the manual, bound in hardback binders or an approved equivalent. Furnish one (1) complete manual prior to the time that equipment tests are performed and furnish the remaining manuals before the contract is completed. Inscribe the following identification on the cover; the words OPERATION AND MAINTENANCE MANUAL, the name and location of the building, the name of the Contractor, the name of the Consultant, date, and the contract number. The manual shall include the names, addresses and telephone numbers of each subcontractor installing equipment and of the local representatives for each item of equipment. Also, include a list of equipment by manufacturer, with the model number and serial number, tag number, quantity of each unit, location of unit, and area served. When standard manufacturers brochures are used, adequately indicate (highlight, arrow, etc.) the project related information and delete (X or cross-out) the non-applicable information. Flysheet shall be placed before instructions covering each subject.

(2) The instruction sheets shall be approximately 8-1/2 by 11 inches, with large sheets of drawings folded in. The manual shall have a table of contents and be assembled to conform to the table of contents with the tab sheets placed before instructions covering the subject. The instructions shall be legible and easily read, with large sheets of drawings folded in. The manual shall include:

(a) System layout showing piping and interceptor layout.

(b) Description of the function of each principle item of

equipment;

(c) Shutdown instructions;

(d) Maintenance instructions;

(e) Manufacturer's bulletins, cuts and descriptive data;

(f) Safety precautions, test procedures; performance data; and the manual shall be complete in all respects for equipment, fixtures, controls, accessories and associated appurtenances provided.

(I) Substitution of Equipment or Material.

(1) Design is based on equipment, fixtures and material as described in the drawings. The space available for some equipment installation is limited. Any changes in equipment, fixtures, bases, piping, connections or equipment specified and required by approved substitutions shall be made by Contractor at no additional cost to the State. Contractor shall ensure proper fit, clearances, operation and maintainability for any equipment or material that is substituted for that indicated.

(J) Discrepancies.

(1) The drawings and specifications are intended to be cooperative. Any materials, fixtures, equipment or system related to this division and exhibited on the drawings, but not mentioned in the specifications are to be executed to the intent and meaning thereof, as if it were both mentioned in the specifications and set forth on the drawings.

(2) In case of differences between the drawings and specifications, the specifications shall govern first, and then the drawings. Large scale details shall take precedence over small scale drawings, as to the shape and details of construction. Specifications shall govern as to materials.

(3) Should any discrepancy or apparent difference occur between drawings and specifications or should error occur in the work of others affecting the work, the Contractor shall notify the Engineer at once. If the Contractor proceeds with the work affected without instructions from the Engineer. The Contractor shall make good any resultant damage, rework, extra work or defect at not additional cost

to the State. All interpretations of drawings and specifications shall be clarified by the Engineer.

(K) Omissions.

It is the intent of the Project to provide a complete installation. Should there be omissions, the Contractor shall call the attention of the Engineer to such omissions so that the necessary corrections can be made.

(L) Warranty and Certificate.

(1) The Contractor shall guarantee and certify in writing the following items:

(a) All equipment and material furnished for a period of one (1) year commencing after thirty (30) consecutive days of trouble-free operation after the Project Acceptance Date or the equipment acceptance date, if earlier than the Project Acceptance Date, against all defects in material and workmanship. If any equipment, piping or material fails, does not operate satisfactorily or shows undue wear, the Contractor will be notified, and shall be required to correct the defect and damage to other work caused by such defect, immediately and at no additional cost to the State.

(b) All equipment, piping and materials to provide the results specified or shown.

(c) All equipment and fixtures to be properly installed in strict accordance with manufacturer's recommendations.

(d) All piping to be drip free and properly installed to be free of vibration, pounding or objectionable noise.

(2) The above Warranty shall not be interpreted as voiding, limiting or reducing any equipment manufacturer's warranty or any guarantee permitted by law.

(3) The Engineer shall have the right to require a written certificate, dated and signed by a responsible employee of the Contractor, evidencing the performance of any portion of the work, or any testing; as a condition precedent to the acceptance of any work or the result of any test. Whenever a regulatory agency performs inspections or tests of any portion of the work, a certificate shall be furnished by the Contractor that the inspection or test was satisfactorily passed.

(4) The Contractor shall be held responsible for all damages to any part of the premises, building or contents caused by leaks or other defects in pipe, fixtures, equipment or materials provided under this specification for a period of one (1) year after the Project Acceptance Date.

(5) Terms of this Warranty are in addition to other Warranty provisions of the specifications, and do not substitute for other more stringent terms, if any.

(M) Product, Delivery, Storage and Handling.

Furnish new equipment, materials, piping and accessories bearing the manufacturer's identification. Coordinate deliveries to avoid interference or construction delays. Protect products during delivery, storage, installation, and the remainder of the contract period after installation.

(N) Inspection of Site.

This Contractor shall visit the site and examine the conditions affecting his work before submitting his proposal. The submission of the proposal shall be considered evidence that the Contractor has visited the site and no extra payments will be allowed to the Contractor on account of extra work made necessary by his failure to visit the site. If there are any questions or discrepancies in the design, the Contractor shall bring it to the attention of the Engineer before submitting his proposal.

(O) Continuity of Services, Phasing.

(1) Examine site and become familiar with existing local conditions affecting work.

(2) Examine all Drawings and Specifications (i.e. work from other trades) and become familiar with the types and systems of construction to be used. Determine how such types and systems will affect the installation of mechanical work.

(3) Investigate, determine and verify locations of any overhead utilities on or near the site. Determine such locations in conjunction with all public and private utility companies and with all authorities having jurisdiction.

(P) Openings, Cutting and Repairing.

(1) The Mechanical Contractor shall cooperate with the work to be done under other Sections of these specifications in providing

information as to work required to complete the project.

(2) Any drilling or cutting required for the performance of work under this Section shall be the responsibility of this Contractor and the cost shall be borne by him.

(3) Holes in Concrete: The Mechanical Contractor shall pay all costs for cutting holes. All holes through existing concrete shall be either core drilled or saw cut. All holes required shall have the approval of the Engineer prior to cutting and drilling.

(4) It shall be the responsibility of this Contractor to ascertain that all openings are properly located.

(Q) Substitutions.

(1) Specific product listings in these specifications shall not preclude alternative product selections of equivalent or superior quality. Contractor may make reasonable substitutions after the bid, provided that these are submitted to the Engineer for acceptance in accordance with Subsection 106.13 for Substitution of Materials and Equipment after Bid Opening. The Contractor shall be responsible for design changes to accommodate the substituted product, at no additional cost to the State.

(2) In addition to submittal requirements required in other sections of this specification, all mechanical substitution requests must be attached with the following minimum documents in order for the item to be considered:

(a) A list of all deviant features of the substitution item compared with the specified item. If any deviations are found that are not specifically noted, it will be rejected. If any deviations are found after construction is ongoing or completed, the contractor shall replace it with a new installation that meets the specifications.

(b) A certified letter signed by the manufacturer or their authorized representative on letterhead that if approved, will accept responsibility for all re-design, construction changes and associated costs to accommodate their product as approved by the Engineer. If a Contractor decides to use the substituted product, he shall also co-sign the letter. The letter shall also unconditionally absolve the Design Engineer and the State of any responsibility for problems related to the substitution.

598
599 (c) Complete dimensioned drawings that clearly indicate
600 that the substituted item will fit within the space, that all utility
601 connections are compatible with the existing facility and
602 indicate any design changes required to properly operate and
603 maintain the item. Drawings shall include complete design of
604 the electrical system, controls, compressed air, sound
605 generation, corrosion protection and physical size. These
606 drawings shall be signed by the Manufacturer as correct and
607 accurate and shall also be co-signed by the Contractor if he
608 decides to use the product.

609
610 (d) Manufacturer qualifications for any group of products will
611 not be accepted. Each item shall be considered individually
612 and shall be itemized.

613
614 (e) It shall be understood that the drawings and
615 specification only indicate the specified product. It does not in
616 any way represent that another product will fit, operate and
617 function properly in the same application.

618
619 (f) The Contractor shall be responsible for any effort
620 regarding modification and re-processing of the building permit
621 if the substitution changes any design aspect of the project.

622
623 (g) The Contractor agrees that the substitution of any item
624 absolves the Engineer of design responsibility for any issues
625 related to that item.

626
627 **(R) Installation and Workmanship.**

628
629 (1) Provide competent and qualified manufacturer's factory
630 trained and certified field service personnel on-site to be responsible
631 for execution of all diagnostic testing in accordance with equipment
632 manufacturer's installation and start-up certification requirements and
633 warranty terms and conditions. Perform work using skilled personnel
634 skilled in the appropriate trades and provide adequate supervision
635 and management of the work.

636
637 (2) All workmanship shall be of the highest standard. The piping
638 systems shall be laid out to insure a neat, systematic and orderly
639 arrangement of all work. Vertical piping lines shall be plumb and
640 lines that are grouped shall be parallel and as direct as possible.
641 Exposed pipe where indicated, shall be run parallel with walls.

642
643 **(S) Verification of Dimensions.**

The Contractor shall check all dimensions at the site and shall establish all lines and levels. The Contractor shall be responsible for correctness of all dimensions and fitting of equipment and piping into the available space. Should field measurements show conditions that require relocation of any work, such conditions shall be reported to the Engineer in advance of installation, and the work shall proceed in accordance with his decisions.

(T) Protection of Work in Progress.

Pipe openings shall be closed with caps or plugs until connections are made. Equipment shall be securely covered for protection against physical or chemical damage. In areas exposed to weather, materials unused at the end of each day's work shall be stored in weather-protected locations. Damage to materials or equipment due to the Contractor's neglect shall be repaired or replaced to the satisfaction of the Engineer by, and at the expense of the Contractor.

(U) Local Technical Support.

(1) Provide manufacturers field service personnel on-site to be responsible for execution of all diagnostic testing in accordance with equipment manufacturers installation and startup certification requirements and warranty terms and conditions.

(2) The Contractor shall provide certified manufacturers representatives and/or service technicians for any field modification to equipment. The Contractor shall ensure that any modifications to equipment will not invalidate manufacturers warranties.

(3) The mechanical equipment supplier shall have a Hawaii office within 500 miles of the project site, staffed with factory trained Engineers fully capable of providing instruction, routine maintenance and emergency maintenance service on all system components.

(4) The control system supplier shall have a Hawaii office within 500 miles of the project site, staffed with factory trained Engineers fully capable of providing instruction, routine maintenance and emergency maintenance service on all system components.

(V) Cutting and Patching.

The Contractor shall arrange for all cutting, fitting and patching necessary to accommodate the plumbing work as the job progresses and such cutting and patching shall be done by that trade experienced in the particular type of work required.

690
691 **(W) Piping Identification.**
692

693 (1) Identification of all new pipe lines shall be by means of colored,
694 waterproof, all temperature, self-adhering labels and directional
695 arrow.
696

697 (2) All exposed pipes, whether insulated or not shall be identified.
698 Labels may be omitted from piping where the use is obvious, due to
699 its connection to equipment and where the appearance would be
700 objectionable in finished rooms, as approved by direction.
701

702 (3) Identification labels shall be placed as follows:
703

704 (a) Near each valve and branch connection.
705

706 (b) Wherever piping merges or disappears from view from the
707 floor of the room in which it is installed.
708

709 (c) Labels shall not be more than 50 feet apart.
710

711 (4) All new valves shall be tagged and the tag information filled out
712 on a "Valve Tag Log." An example of the log is given at the end of
713 this specification section.
714

715 **(X) Equipment Identification.**
716

717 Identify all equipment with symbol and service conforming to that indicated
718 on the drawings. Identification shall be on 1-1/4 inch by 3 inch laminated
719 plastic nameplates securely fastened to the equipment. Leave
720 manufacturer's nameplate clean, legible, and unpainted.
721

722 **(Y) Coordination of Work as Specified in other Sections.**
723

724 The Mechanical Contractor is responsible for coordination with the General
725 Contractor to assure proper layout, size, and location of mechanical
726 equipment. Mechanical Contractor shall ensure that power and control
727 wiring are provided and installed.
728

729 **(Z) Inspections.**
730

731 (1) All work and materials are subject to field observation at any
732 and all times by the Engineer.
733

734 (2) Contractor shall notify the Engineer a minimum of two days prior
735 to testing any piping which must be witnessed and approved before

they are covered up or enclosed. Should the Contractor fail to notify the Engineer at the times prescribed, it shall then be the Contractor's responsibility to make accessible any concealed lines, or demonstrate the acceptability of any part of the system. Any extra cost caused by the removal of such work shall be borne by the Contractor.

(3) If observer finds any material or work not conforming to these Specifications, Contractor within three days of being notified shall remove said materials from the premises and replace with approved material, at no cost to the State.

(AA) Operational Acceptance Test.

The Mechanical Contractor shall perform all tests of the installed work and shall provide all services, labor, equipment, materials and instruments needed for the tests. During pressure tests all items in the system to be tested, not designed for test pressures, shall be removed or isolated from the system and shall be reconnected or unblocked after tests are completed. Should operating tests require the presence of manufacturers' representatives, the Mechanical Contractor shall cooperate with them and shall place at their disposal all assistance, materials and services required to perform such test. The Mechanical Contractor shall certify in writing that all work has passed all required tests and shall complete the attached Operational Performance Tests form.

(BB) Posted Operated Instruction.

Furnish approved operating instructions for each principal item of equipment for the use of the operation and maintenance personnel. Operating instruction shall be printed or engraved and shall be framed under glass or in approved laminated plastic and posted where directed by the Engineer. Operating instructions shall be attached to or posted adjacent to each principal item of equipment including start up, procedure in the event of equipment failure and other items of instruction as recommended by the manufacturer of each item of equipment. Operating instructions shall be secured to prevent easy removal or peeling.

(CC) Instruction to Personnel.

(1) The Contractor shall provide the services of competent instructors who will give full instruction to the designated personnel in the adjustment, operation and maintenance, including pertinent safety requirements, of the equipment or system specified. Each instructor shall be thoroughly familiar with all parts of the installation and shall be trained in operating theory as well as practical operation

and maintenance work. Instruction shall be given during the first regular work week after the equipment or system has been accepted and turned over to the State for regular operation. The number of man-days (8 hours) of instruction furnished shall be as specified in other sections. When more than 4 man-days of instruction are specified, approximately half of the time shall be used for classroom instruction.

(2) All other time shall be used for instruction with the equipment or system. When significant changes or modifications in the equipment or systems are made under the term of the contract, additional instruction shall be provided to acquaint the operating personnel with the changes or modifications.

(DD) Safety Requirements.

Belts, pulleys, chains, gears, couplings, projecting setscrews, keys and other rotating parts located so that any person can come in close proximity thereto shall be fully enclosed or properly guarded. High temperature equipment and piping so located as to endanger personnel or create a fire hazard shall be properly guarded or covered with insulation of a type as specified herein. Items such as catwalks, ladders and guardrails shall be provided where required for safe operation and maintenance of equipment. Debris shall not be allowed to accumulate as a result of this work. Upon completion of this work, remove all debris and excess materials, tools, etc. resulting from this work from the jobsite and leave the location of this work broom-clean in a manner acceptable to the Engineer.

(EE) Final Inspection.

Final inspection shall be requested by the Mechanical Contractor only after submittal of all required certificates. No final inspection will be made until all moving parts of equipment are properly guarded, all controls and safety devices tested and operative, all painting required done and the site cleaned up.

(FF) Warranty.

The Mechanical Contractor shall Warranty the installation for a period of one year after 30 consecutive days of trouble-free operation after the date of acceptance of the project by the State against any defects due to faulty materials, equipment, workmanship or installation. Upon notice of defect, the Mechanical Contractor shall correct; replace defective item at no additional cost to the State.

(GG) One- Year Warranty and Maintenance Service Contract.

828
829 (1) In addition to the Warranty on materials and workmanship, the
830 Installer shall submit seven (7) copies of the Maintenance Service
831 Contract, countersigned by the Contractor, that will validate the
832 Warranty.

833
834 (2) The Warranty and maintenance service shall extend for a period
835 of one year after 30 consecutive days of trouble-free operation after
836 the Project Acceptance Date, or the Air Conditioning Equipment
837 Acceptance Date if earlier than the Project Acceptance Date, and
838 shall include all labor, materials, equipment and parts necessary to
839 service the complete system, in accordance with the Subsection
840 683.03(GG)(6) Schedule of Maintenance Service, so as to assure
841 proper operation and function of the system. All costs for the periodic
842 maintenance, including emergency calls, shall be borne by the
843 Contractor. This maintenance period and the Warranty period shall
844 run concurrently (same start and end dates). However, should
845 contractor default on maintenance service contract and need to
846 restart. The warranty period shall be extended to match the
847 maintenance service contract. Maintenance of equipment shall start
848 within one (1) month of equipment start-up and continue until end of
849 one (1) year maintenance service contract period. Trouble-free
850 operation is defined as a non-disabling condition or a non-recurring
851 failure or disruption and the following:

852
853 (a) The system shall be free of all discrepancies,
854 contamination and debris which requires correction in excess to
855 those described for the monthly service which is included in the
856 Schedule of Maintenance.

857
858 (b) The system is maintaining operational conditions and other
859 parameter as measured during acceptance tests.

860
861 (3) The Installer shall include a listing of the following items along
862 with the Maintenance Service Contract:

863
864 (a) Names of the servicing contractor.

865
866 (b) Air conditioning system acceptance date.

867
868 (c) Service contract expiration date.

869
870 (d) Service inspection schedule for the maintenance period.

871

872 (e) Itemized listing of the equipment covered under the service
873 contract, including a description of the equipment identified, its
874 model and serial number(s) and manufacturer's name(s).
875

876 (4) Maintenance service contractor shall have a local office, staffed
877 with competent and qualified manufacturer's factory trained and
878 certified field service personnel and stocked with full inventory of
879 replacement repair parts, to perform specified service and
880 maintenance tasks on all equipment in accordance with the One-
881 Year Maintenance Service Contract and terms and conditions of all
882 equipment manufacturer's warranties and recommendations. Field
883 service personnel shall be fully capable of providing technical
884 assistance instruction, routine maintenance and emergency
885 maintenance service on all system equipment components.
886

887 (5) The Maintenance Service Contract shall be submitted along
888 with the Operations and Maintenance Manual on/or before the
889 Project Acceptance Date. Distribution of submittal:
890

891 1 copy: Contractor
892 1 copy: Inspection Branch Engineer Files
893 2 copies: User Church Community
894 2 copies: User's Facility Maintenance Agency
895 1 copy: Quality Control Branch
896

897 (6) Schedule of Maintenance Service: All service performed by the
898 Contractor shall include applicable items listed but shall not be limited
899 to the following maintenance task:
900

901 (a) Pumps (CHW)
902

903 i. Quarterly Service (4 times per year):
904

905 a. Lubricate and check pump and motor bearings
906 for abnormal temperature and unusual noise or
907 vibration and repair as needed.
908

909 b. Check shaft seals for leaks. Adjust, tighten or
910 replace as required.
911

912 c. Record motor voltage and amperage.
913

914 d. Log suction and discharge pressures.
915

916 e. Certify performance of quarterly service and
917 correct and report all discrepancies.

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- ii. Semi-Annual Service (2 times per year):
 - a. Pull and clean strainer for all pumps. Remove and clean strainer if excessive debris is noted.
 - b. Check condition of insulation, re-insulate as necessary.
 - c. Clean and remove all dust and foreign matter. Clean all rust spots and scratches and touch up paint with matching color.
 - d. Check motor coupling for alignment; mounting bolts are secure.
 - e. Certify performance of semi-annual service and correct and report all discrepancies.

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940

(b) Fan Coil Units

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962
- i. Monthly Service
 - a. Clean and clear all drip pans and flush all related condensate drain lines with nitrogen. Install pan tablets if necessary to control algae growth. (Note: Contractor may be liable for water damage due to clogged drains.)
 - b. Change all disposable air filters at least once a month; use Farr 30/30 or equal.
 - c. Lubricate and oil all fan and motor bearings.
 - d. Check all drives for wear; adjust belt tension. Replace belt as required.
 - e. Operate equipment to check for proper operation, unusual noise and vibration; adjust or repair all equipment and controls as required; clean-up all equipment.
 - f. Check time clock for proper operation and time setting.

963 g. Certify performance of monthly services and that
964 all discrepancies are reported and corrected.

965
966 **ii. Annual Service**

967
968 **a. Lubricate and oil all fan and motor bearings.**

969
970 **i. Check all drives for wear; adjust belt tension.**
971 **Replace all fan belts.**

972
973 **ii. Operate equipment to check for proper**
974 **operation, unusual noise and vibration; adjust**
975 **or repair all equipment and controls as**
976 **required; clean-up all equipment.**

977
978 **iii. Check time clock for proper operation and time**
979 **settings.**

980
981 **iv. Check and clean all unit housing (inside and**
982 **outside and components), seal leaks and**
983 **remove rust from exterior components and**
984 **touch-up paint.**

985
986 **v. Chemically clean the evaporator coil free and**
987 **clear of debris, dirt and any biological growth.**

988
989 **vi. Certify performance of annual services and that**
990 **all discrepancies are reported and corrected.**

991
992 **(c) Exhaust Fans**

993
994 **i. Quarterly Services**

995
996 **a. Check motor-controlled and back-draft damper**
997 **for proper operation; lubricate linkage for free**
998 **movement.**

999
1000 **b. Lubricate fan motors and bearings.**

1001
1002 **c. Check belt wear and tension; adjust or replace**
1003 **as needed.**

1004 **d. Check sheaves for wear, replace as needed.**

1005
1006 **e. Check fan collar, bearings and shaft for wear,**
1007 **repair or replace as needed.**
1008

- 1009 **f.** Replace air filters where installed; remove and
1010 wash intake grille.
1011
1012 **g.** Certify performance of quarterly fan maintenance
1013 service and correct and report all discrepancies.
1014
1015 **ii.** Semi-Annual Service
1016
1017 **a.** Check and clean fan wheels and housings of
1018 dust, dirt, and grease.
1019
1020 **b.** Remove and wash all intake grilles and dampers
1021 and repair or replace deteriorated bird screens.
1022
1023 **c.** Certify performance of semi-annual fan
1024 maintenance service and correct and report all
1025 discrepancies.
1026
1027 **(d)** Temperature Controls: Quarterly Service
1028
1029 **i.** Check control devices for proper operation, sticking
1030 stems, and calibration; repair/replace weak or broken
1031 springs and all other parts.
1032
1033 **ii.** Check automatic dampers for tightness in closing,
1034 bent blades and defective linkage; lubricate connections
1035 for free movement and repair as required.
1036
1037 **iii.** Adjust thermostat to maintain 75 degree F room
1038 temperature.
1039
1040 **iv.** Certify performance of quarterly maintenance service
1041 and that all discrepancies are reported and corrected.
1042
1043 **(e)** Cleaning of Mechanical Equipment Rooms or Enclosures:
1044 Monthly
1045
1046 **i.** Vacuum or wipe clean all equipment surfaces and all
1047 related appurtenance.
1048
1049 **ii.** Vacuum or sweep complete floor and platform areas.
1050 DO NOT wet floor and platform area where there is no
1051 waterproofing.
1052
1053 **iii.** Wet wash complete floor area with tap water where
1054 allowed. Remove all used, deteriorated, replaced,

discarded parts and related debris. The contractor will be responsible for and will pay for any damage or problems related to water being splashed onto electrical and mechanical equipment.

- iv. Notify Facility Manager of any dangerous conditions, improper storage of furniture, materials and supplies which impacts your work within rooms and enclosures, including vandalism.

(7) Work Schedule: All maintenance work shall be performed between the hours of 7:30 a.m. to 4:00 p.m., on normal working days, Monday through Friday, excluding State Holidays.

(8) Trouble Calls: Emergency service and repairs required between regular service calls shall be rendered within 24 hours after the Contractor is notified, non-work days excluded. The Contractor shall call Hawaii Department of Transportation (HDOT) Facilities Maintenance, the next working day after being notified of the problem and report the status of repairs.

(9) Maintenance Report/Checklist: The Contractor shall prepare and maintain a maintenance service report / checklist which shall include the following:

- (a)** Date maintenance service was performed.
- (b)** The name of mechanic who performed said maintenance.
- (c)** The type and cost (labor, materials, parts and equipment) of repair work performed on the unit, if any.
- (d)** Documents and other data pertaining to the maintenance performed. It will be the responsibility of the Contractor to maintain the report / checklist by recording the above noted data after each scheduled maintenance and emergency repairs, and have the checklist available for inspection at the building site. The report shall be sufficiently detailed to properly reflect the past maintenance history of the equipment. Reports shall be certified by a representative of the facility being served and shall be submitted to Engineer monthly at the completion of the service / trouble call.

(10) Cleanup and Work Practices: The Contractor shall keep the job site free of debris, litter, discarded parts, etc. and shall clean all oil

drippings during the daily progress of work. The Contractor shall remove all tools, parts and equipment from the service areas upon completion of the work. The Contractor shall exercise caution during the progress of his maintenance and repair work to prevent damage to the ceilings, roofing and other building structure. The Contractor shall restore all damages, caused by his negligence, to its original condition at his own expense.

(11) All costs for periodic maintenance services and for emergency calls shall be included in the lump sum bid price.

(12) The Maintenance Service Contract does not include repairs resulting from vandalism, negligent use or misuse of equipment.

(HH) Operation and Maintenance Manual.

(1) Submit four (4) hard bound copies of the Operating and Maintenance Manual on all equipment and the system as a whole. The manual shall identify project name and number, contractor, consultant, date and all equipment provided, It shall include the equipment manufacturer's name, model and serial number, tag no., capacity, quantity of units, their location and area (room) served and shall each include the manufacturer's operation and maintenance manuals including control and field wiring diagrams and source of service and replacement parts. When standard manufactures' brochures are used, adequately indicate (highlight, arrow, etc.) the project related information and delete (X or cross-out) the non-applicable information.

(2) Distribution of submittal:

2 copies: User

2 copies: User's Facility Maintenance Agency

(II) Testing, Adjusting and Balancing.

(1) Test, adjust and balance each piece of equipment as required to assure proper operation.

(2) Air Systems Testing and Balancing: Upon completion of the installation and field testing, performance test and adjust the supply, return, make-up, and exhaust air systems, and chilled and hot water heat recovery systems to provide the air volume and water flow quantities indicated. Accomplish all work in accordance with the agenda and procedures specified and Associated Air Balance Council or the standards of the National Environmental Balancing

Bureau. Correct air and water system performance deficiencies disclosed by the test before balancing the systems.

(3) Agency Qualifications: The Contractor, as part of this contract, shall obtain the services of a qualified testing organization to perform the testing and balancing work as herein specified. Prior to commencing work under this section of the specifications, the testing organization shall have been approved by the Engineer. The criteria for determining qualifications shall be membership in the AABC, or certification by the NEBB.

(4) Adjust systems and components thereof that perform as required by drawings and specifications. Instruments used for measurements shall be accurate and calibrated within the last 6 months. Provide last date of calibration.

(5) Submit testing and balancing reports for all mechanical systems in accordance with section 683 – GENERAL MECHANICAL REQUIREMENTS.

(6) Balancing: Duct systems shall be balanced as follows: System (or air moving device) to not less than 90 percent of design CFM.

(7) System Test Report: The Contractor shall provide as part of the submittal typewritten schedules of readings taken during the balancing and testing operations indicating the required or specified reading, the first reading taken, and final balanced reading in the certified report. The certified report shall include for each air-handling system the data listed below:

(a) For Each Pump, Exhaust Fan and Fan Coil Unit.

i. Manufacturer and Model

ii. Motor H.P., Voltage, Cycles, Phase, and Full Load Amps.

iii. Running Load Amps

iv. CFM and RPM

v. Air Conditioning Temperature – Supply and Return

(8) Control Settings: On-site settings for all automatic controls including thermostats, safety controls, minimum damper settings, fire-safety thermostats, pressure controls, temperature controls, and

other similar items shall be provided in the form of a type tabulated list indicating type of control, location, setting, and function. Final settings shall be permanently marked on devices.

(JJ) Calibration and Adjustments.

After completion of the installation, perform final calibrations and adjustments of the equipment provided under this contract and supply services incidental to the proper performance of the unit control panels under warranty.

(KK) Acceptance Procedure.

Upon completion of the calibration, Contractor shall start-up the air conditioning system and perform all necessary testing and run diagnostic tests to ensure proper operation. Contractor shall be responsible for generating all software and entering all database necessary to perform the sequence of control and specified software routines. An acceptance test in the presence of the Engineer shall be performed. Provide operational acceptance tests. The tests shall be performed during a normal day of operation after the air conditioning system has been completely installed and made operable. Results of the tests shall be indicated on the attached Operational Performance Test form and shall be part of the submittal for the testing and balancing report.

683.04 Method of Measurement. Payment for General Mechanical Requirements will be paid on a Lump Sum basis. The Engineer will not measure for payment.

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

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

Pay Item	Pay Unit
General Mechanical requirements	Lump Sum"

END OF SECTION 683

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

2
3 **"SECTION 684 – INSULATION OF MECHANICAL SYSTEMS**

4
5 **684.01 Description.** This section includes the insulation of plumbing and
6 HVAC systems requirements.

7
8 **(A) General Requirements.**

9
10 **(1)** As specified in Section 683 – GENERAL MECHANICAL
11 REQUIREMENTS, with the additions and modifications specified
12 herein, applies to this section.

13
14 **684.02 Materials**

15
16 **(A) Duct Insulation.**

17
18 Provide factory applied insulation manufacturer's standard reinforced fire-
19 retardant vapor barrier jacket, with identification of installed thermal
20 resistance (R) value and out-of-package R value.

21
22 **(1)** Rigid Insulation: Rigid mineral fiber in accordance with ASTM C
23 612, Class 2 (maximum surface temperature 400 degrees F), 3 pcf
24 average, one inch thick. Provide exterior insulation on supply, return
25 and plenums for ductwork located in mechanical rooms and
26 mechanical platforms. All outside air ducts shall be exterior rigid
27 insulated.

28
29 **(2)** Duct Liner Board: Internal duct insulation shall be 1.0-inch
30 thick, 3.0 lb/cf density fiberglass duct liner board with an EPA
31 registered biocide coating to protect from microbial growth and meets
32 requirements of ASTM C 1338, ASTM G21 and ASTM G22. Provide
33 insulation on supply and return air ductwork, in ceiling spaces.

34
35 **(B) Insulation Jackets.**

36
37 **(1)** Piping Insulation Jackets

38
39 **(a)** Stainless Steel Jackets: Piping exposed to weather
40 provide ASTM A 167 or ASTM A 240, Type 304, minimum
41 thickness of 33 gage (0.010 inch), smooth surface with factory-
42 applied polyethylene and kraft paper moisture barrier on inside
43 surface. Provide stainless steel bands, minimum width of 0.5
44 inch. Provide factory prefabricated stainless steel covers for
45 insulation on fittings, valves and flanges.

47 (b) Piping, Fittings, Flanges, and Valves in outside locations:
48 Finish elbows and curved piping with factory fabricated metal
49 covers. Finish tees, flanges, and valves with metal covers.
50 Covers shall be same thickness and material as jackets on
51 adjacent piping.
52

53 (2) Vapor-Barrier Material: Material shall be resistant to flame and
54 moisture penetration and not support mold growth. Provide vapor-
55 barrier material on insulation in exposed locations with a white
56 surface suitable for painting without sizing. Perm rating of 0.1 for
57 piping above ground and perm rating of less than .001 for
58 underground piping.
59

60 (3) Provide FRK Jacket to all insulated piping located in the ceiling
61 space not exposed to weather. This shall include all piped support
62 points.
63

64 **(C) Adhesives, Sealants and Compounds.**
65

66 (1) Shall be compatible with materials to which applied and suitable
67 for the service.
68

69 (a) Vapor-Barrier and Jacket Adhesive: Fire resistant type.
70 Foster Products or approved equal.
71

72 (b) Lagging Adhesive: Fire resistant type. Foster Products or
73 approved equal.
74

75 (c) Mineral Fiber Insulation Cement: ASTM C 195, thermal
76 conductivity 0.85 max. at 200 degrees F mean when tested per
77 ASTM C 177.
78

79 (d) Bedding Compound and Joint Sealer: Fire resistant type.
80 Foster Products or approved equal.
81

82 (e) Vapor-Barrier Coating: Fire resistant type. Perm rating of
83 .05. Foster Products or approved equal.
84

85 (f) Unicellular: Adhesive, sealant and coating as
86 recommended by the insulation manufacture.
87

88 **(D) Accessories.**
89

90 (1) Staples: Corrosion-resistant outside-clinch type.
91

(2) Anchor Pins: Provide anchor pins and speed washers recommended by the insulation manufacturer.

(3) Glass Cloth and Tape: Textile Glass.

(4) Aluminum-Foil Backed Pressure-Sensitive Adhesive Tape: 50 degrees F maximum and limited to use on insulation with factory-applied jacket with aluminum foil facing. Arno or approved equal.

(5) Vapor- Barrier Material Tape: Pressure-Sensitive adhesive backed. Arno or approved equal.

684.03 Construction.

(A) Quality Assurance.

(1) Manufacturer's Stamp or Label: Every package or standard container of insulation, jackets, cements, adhesives and coatings delivered to the project site for use must have the manufacturer's stamp or label attached giving name of manufacturer, brand and description of material. Insulation packages and containers shall be marked "asbestos-free".

(2) Fire Resistance: Insulation, adhesives, vapor-barrier materials and other accessories, except as specified herein, shall be noncombustible. The materials shall have a flame-spread rating not more than 25 and a smoke-developed rating not more than 50 in accordance with NFPA 255, ASTM E 84-80 or UL 723.

(a) Materials Tests: Test factory-applied materials assembled. Field-applied materials may be tested individually. Use no fugitive or corrosive treatments to impart flame resistance. UL label or satisfactory certified test report from an approved testing laboratory will be required to indicate that fire hazard ratings for materials proposed for use do not exceed those specified. Flame-proofing treatments subject to deterioration due to effects of moisture of high humidity are not acceptable.

(b) Materials Exempt from Fire-Resistant Rating:

i. Nylon anchors

ii. Treated wood inserts

(B) Submittals.

(1) The items for which the submittal requirements of Section 683 - GENERAL MECHANICAL REQUIREMENTS, apply are as follows:

(2) Manufacturer's Data:

- (a) Insulation
- (b) Jackets
- (c) Vapor-barrier materials
- (d) Accessory-materials

(3) Standards Compliance: Standards compliance labels are required on each container or package:

- (a) Insulation
- (b) Jackets
- (c) Vapor-barrier materials
- (d) Accessory materials

(C) Definitions.

(1) Finished Spaces: Habitation or occupancy spaces where rough surfaces are plastered, paneled or otherwise treated to provide a pleasing appearance.

(2) Unfinished Spaces: Storage or work areas where appearance is not a factor, unexcavated spaces, crawl spaces, etc.

(3) Concealed Spaces: Spaces between a ceiling and floor construction above or between double walls or furred-in areas; pipe and duct shafts, etc.

(4) Exposed: Open to view inside the building. For example, pipe run through a room and not covered by other construction, is exposed.

(5) Fugitive Treatments: Treatment of materials subject to deterioration due to aging, moisture, high humidity, oxygen, ozone and heat. Fugitive means entrapped materials that can cause deterioration e.g., solvents, water vapor, etc.

(6) Outside: Open to view beyond the exterior side of walls, above the roof and unexcavated or crawl spaces, above or beneath pier floors, in tunnels or exposed on all sides in trenches connected or not connected to an exterior portion of a building.

(D) Warranty.

As specified Section 683 - GENERAL MECHANICAL REQUIREMENTS, with the additions and modifications specified herein. Contractor shall be held responsible for all damages to any part of the premises, building or

contents caused by leaks or other defects in ducts, equipment or materials provided under this specification, for the period stated in Section 683 - GENERAL MECHANICAL REQUIREMENTS.

(E) Installation.

(1) Preparation: Do not apply insulation until surfaces to be covered have been leak tested, have had all rust and scale removed and have been cleaned, dried and inspected.

(a) Insulation shall be clean and dry when installed and kept dry during finish application. Wet insulation will not be approved for installation. Install materials neatly with smooth and even surfaces with jackets drawing tight and smoothly cemented down on longitudinal and end laps. Scrap pieces shall not be used where a full-length section will fit. All surface finishes shall be extended to protect all surfaces, ends and raw edges of insulation. Coatings and adhesives shall be at the manufacturer's recommended coverage per gallon.

(b) Install insulation system in accordance with manufacturer's recommendations using tradesman skilled in this trade and approved by the insulation manufacturer. Provide insulation products with a composite (insulation, jacket and adhesive) fire and smoke hazard rating as tested under ASTM E84, NFPA 255 and UL 723, not exceeding a flame spread of 25 and smoke developed of 50.

(2) Expansion Clearances: At points where pipe will move during expansion and contraction (expansion joints, Z-bends, expansion loops and ells), clearances between the pipe and encased insulation shall be sized to permit full pipe movement without cracking or damaging insulation and jacket.

(3) Ductwork and Duct Accessories: Provide field-applied insulation to exterior outside air ducts and duct plenums. Provide insulation to interior of supply and return air ducts. Ensure full range of motion of equipment actuators. Modify insulation to avoid obstruction with valve handles, safety reliefs, and other such items. Install insulation with jackets drawn tight and cement down on longitudinal and end laps. Do not use scrap pieces where full-length section will fit.

(F) Field Inspection.

Visually inspect to ensure that materials used conform to specifications. Inspect installation progressively for compliance with requirements.

(G) Clean-Up

Upon completion of work, remove all rubbish and debris from the job site. See Division 100 - GENERAL PROVISIONS for additional requirements.

684.04 Method of Measurement. Payment for Insulation Mechanical Systems will be paid on a Lump Sum basis. The Engineer will not measure for payment.

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

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

Pay Item	Pay Unit
Insulation of Mechanical Systems	Lump Sum"

END OF SECTION 684

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

2
3 **"SECTION 685 – AIR CONDITIONING AND VENTILATION**

4
5 **685.01 Description.** The work includes providing new and modified air
6 conditioning and ventilation systems complete according to the contract. Provide
7 all temperature and indicating controls for this work. Furnish motor starters for
8 equipment under this section. Coordinate with work of other trades and/or being
9 performed under sections.

10
11 **(A) General Requirements.**

12
13 **(1)** As specified in Section 683 – GENERAL MECHANICAL
14 REQUIREMENTS, with the additions and modifications specified
15 herein, applies to this section.

16
17 **(2)** This section covers the furnishing, fabrication, delivery and
18 installation of the air conditioning and ventilation system complete,
19 including but not limited to the following:

20
21 **(a)** Air handling units / Fan Coil Units.

22
23 **(b)** Sheetmetal duct and duct insulation.

24
25 **(c)** Diffusers, registers and grilles.

26
27 **(d)** Testing, adjusting and balancing of air systems.

28
29 **(e)** Operation and maintenance instructions and manuals.

30
31 **(f)** Manufacturer's literature, shop drawing and record
32 drawings.

33
34 **(g)** Inspection, test and guarantee.

35
36 **(B) Related Work Specified in Other Sections.**

37
38 **(1)** Painting work specified in Section 681 – REPAINTING.

39
40 **(2)** Electrical work specified in Section 686 – ELECTRICAL WORK.

41
42 **685.02 Materials.**

43
44 Air conditioning and ventilation equipment to be considered for bid purposes shall
45 be from a manufacturer that has locally stocked spare parts, representation, and
46 support of a factory authorized service organization within 500 miles of the site of

47 installation and has serviced manufacturer's units of comparable type, size and
48 capacity as those specified herein. The manufacturer must have other units of
49 comparable type, size and capacity installed and operating satisfactorily in the
50 State of Hawaii for a minimum of two (2) years prior to bid opening.

51
52 **(A) Air Devices.**

53
54 **(1)** Supply Air Linear Slot Diffuser: Provide Titus Model MLT38
55 series, or approved equal. Linear diffuser shall be diffuser and
56 plenum, 3/4" slot, lay in type, aluminum, steel plenum, white border
57 finish, in sizes and patterns as indicated.

58
59 **(2)** Return Air Register: Provide Titus Model TDCA series, type 3, or
60 approved equal. Diffuser shall be square neck, louvered face,
61 aluminum, adjustable volume damper surface mounted with adjustable
62 pattern, in sizes and patterns as indicated.

63
64 **(3)** Color shall be white unless otherwise noted.

65
66 **(B) A/C and Ventilation Ductwork, Pressure Class 0 to 2 inch W.G.**

67
68 **(1)** All ductwork shall be galvanized steel with gages and
69 construction in accordance with Chapter 1, Air Duct Design, 1988
70 Equipment Volume ASHRAE Handbook. Duct system shall be
71 constructed for a commercial system with a minimum of 3 inch W.G.
72 pressure.

73
74 **(2)** Sheet Metal for Ducts: Standard hot dipped galvanized steel
75 sheets of weights as specified hereinafter, except where another
76 material is specifically indicated.

77
78 **(3)** All ductwork and plenum chambers shall be galvanized metal
79 installed of gauges and with bracing and joints all in accordance with
80 latest edition of ASHRAE Guide and SMACNA Duct Construction
81 Standards.

82
83 **(4)** Flexible Duct: Owens-Corning Fiberglass INL-25, Flexible duct,
84 Class 1 or equal. Length of flexible duct connecting rigid duct and
85 devices shall not exceed 5 feet. Flexible only allowed for connecting
86 rigid duct to air devices or for plenums of the air devices.

87
88 **(C) Volume, Dampers, Balancing Dampers, Fire Dampers.**

89
90 **(1)** Volume Dampers: Volume dampers shall be installed where
91 shown and as required for air balancing. Dampers shall be two
92 gages heavier than the duct in which they are installed and shall be
93 reinforced to prevent vibration and noise. Unless otherwise
94 indicated, all volume dampers in ductwork 10 inches or greater, in
95 either width or height, shall be opposed blade type. Branch dampers
96 as indicated are required regardless if the air devices are provided
97 with volume dampers. Provide Ruskin or approved equal.

98
99
100 (2) Balancing Dampers: Balancing dampers for branches and
101 mains shall be equipped with Young Regulator No. 1 or approved
102 equal.

103 (3) Concealed Operators: Where damper operators must be
104 placed in remote or concealed locations, provide Young Regulator
105 No. 914 or approved equal miter gear operator with Young Regulator
106 No. 315 or approved equal, concealed regulator with flush mount,
107 chrome plated and adjustable access cover.

108
109 **(D) Equipment Support.**

110
111 Refer to drawings for type of construction from which equipment is to be
112 supported. Shall be provided as indicated:

113
114 (1) Provide adjustable hangers, clamps, supplementary steel, etc.,
115 as required for proper support of all piping.

116
117 (2) Supports shall secure pipes or conduits in place, shall prevent
118 pipe vibration, maintain required grading by proper adjustment,
119 provide for expansion and contraction, and shall make neat
120 appearance.

121
122 (3) Design supports of strength and rigidity to suit loading, service,
123 and in a manner which will not stress unduly the building construction.

124
125 (4) Where support is from concrete construction, take care not to
126 weaken concrete or penetrate waterproofing.

127
128 **685.03 Construction.**

129
130 **(A) Submittals.**

131
132 (1) The items for which the submittal requirements of Section 683 -
133 GENERAL MECHANICAL REQUIREMENTS, apply are as follows:

134
135 (2) Shop Drawings: Submit shop drawings of plans, performance
136 data and details showing locations and installation including but not
137 limited to the following:

138
139 (a) Air handling / Fan coil units and associated ductwork.

140
141 (b) Electrical and electronic control wiring diagrams.

142
143 (c) Ductwork and air devices.

144
145 (3) Product Data: Submit product data for the following:

146
147 (a) Air handling / Fan coil units.

- 149 (b) Motorized control valves.
- 150
- 151 (c) Electrical controls including starters.
- 152
- 153 (d) Vibration isolators.
- 154
- 155 (4) Schedules:
- 156
- 157 (a) Schedule of equipment listing name and addresses of
- 158 manufacturers, catalog numbers and trade names.
- 159
- 160 (b) Maintenance service contract and schedule.
- 161
- 162 (5) Reports: All testing and balancing reports.
- 163
- 164 (6) Certificates of Conformance or Compliance:
- 165
- 166 (a) Submit certificates of conformance for performance and
- 167 characteristics specified, the listed standards and in accordance
- 168 with Section 683 - GENERAL MECHANICAL REQUIREMENTS
- 169 for the following:
- 170
- 171 (i) Air handling / Fan coil units per ARI Standards 430
- 172 and 410.
- 173
- 174 (ii) Exhaust fans per AMCA.
- 175
- 176 (b) Submit certificates of qualifications for manufacturers'
- 177 representatives: Test and Balance contractor.
- 178
- 179 (7) As-Built Drawings: Submit drawings in accordance with Section
- 180 683 - GENERAL MECHANICAL REQUIREMENT.
- 181
- 182 (8) Operations and Maintenance Manuals: Submit manuals in
- 183 accordance with Section 683 - GENERAL MECHANICAL
- 184 REQUIREMENTS.
- 185

186 **(B) Cooperation with Other Trades and Conflict in Work.**

187

- 188 (1) Contractor shall examine all drawings of proposed work and
- 189 coordinate his work with other trades. Work conflicts shall be brought
- 190 to attention of Engineer and work rearranged or modified in
- 191 accordance with his decision.
- 192
- 193 (2) If changes in indicated locations or arrangements of work are
- 194 required, they shall be made by Contractor without additional charge
- 195 to the State provided that these changes were ordered before work is
- 196 installed and no extra material or labor are required.
- 197
- 198 (3) Should Contractor determine that extra material and labor will
- 199 be required to accommodate any rearrangement, he shall first submit
- 200 detailed estimate of cost for required changes and proceed with work

only upon written authority of the Engineer.

(C) Equipment Installation.

(1) Equipment shall be installed as indicated and in accordance with manufacturer's recommendations and instructions.

(2) All necessary supports shall be provided for equipment, appurtenances and duct as required. This shall include any additional steel purlins, brackets or supports.

(3) Provide controls as indicated for proper operation of the equipment. Provide all necessary relays, contactors, enclosures and transformers to ensure proper system operation.

(D) Workmanship and Fabrication.

(1) Ductwork:

(a) Fabricate all ductwork and related work to highest industry standards and recommendations of ASHRAE and SMACNA. Provide all necessary supplementary steel structure supports, purlins or brackets to support duct properly from structure.

(b) Sides of ductwork shall be cross broken. Long seams shall be Pittsburgh lock groove, hammered flat or double seamed. Ducts shall also have supplemental stiffening as required to prevent drumming and to provide structurally sound assembly.

(c) Center line radius of curves, bends, offsets for branch and connections shall be equal to 1-1/4 times duct width or larger. Duct turns in all square elbows shall be accomplished by using prefabricated turning vanes such as Tuttle & Bailey "Ducturn" or other approved equal. Double thickness turning vanes in ducts deeper than 16 inches may be used.

(d) Volume and splitter dampers shall be installed where required and shall be provided with extension rods for adjusting and locking. Dampers shall be made of not lighter than 18 gauge steel for dimensions up to 10 inches, and multi-louvered, opposed blade type on ducts over 10 inches high. All dampers shall have Young Regulator No. 401 locking quadrants.

(e) Paint inside of all supply, return, exhaust and transfer air ducts with one (1) coat of flat black paint wherever duct is visible through register or grille opening.

(f) Ducts passing through outside walls shall be suitably and properly flashed and counter flashed to prevent leaks. Fresh air intake or ventilation opening shall be provided with screened intakes.

253 **(E) Adjusting and Cleaning.**

254
255 Pipes shall be cleaned free of scale and thoroughly flushed of all foreign
256 matter. Equipment shall be wiped clean, with all traces of oil, dust, dirt, or
257 paint spots removed. Temporary filters shall be provided for all fans that are
258 operated during construction and after all construction dirt has been
259 removed, new filters shall be installed. Bearings shall be properly lubricated
260 with oil or grease as recommended by the manufacturer. Belts shall be
261 tightened to proper tension. All valves and other miscellaneous equipment
262 requiring adjustment shall be adjusted to setting indicated or directed. Fans
263 shall be adjusted to the speed indicated by the manufacturer to meet
264 specified conditions.
265

266 **(F) Testing, Adjusting and Balancing.**

267
268 **(1)** Test, adjust and balance each piece of equipment as required to
269 assure proper operation.
270

271 **(2)** Air and Water Systems Testing and Balancing: Upon
272 completion of the installation and field testing, performance test and
273 adjust the supply, return, make-up, and exhaust air systems, and
274 chilled and hot water heat recovery systems to provide the air volume
275 and water flow quantities indicated. Accomplish all work in
276 accordance with the agenda and procedures specified and
277 Associated Air Balance Council 71679 or the standards of the
278 National Environmental Balancing Bureau. Correct air and water
279 system performance deficiencies disclosed by the test before
280 balancing the systems.
281

282 **(3)** Agency Qualifications: The Contractor, as part of this contract,
283 shall obtain the services of a qualified testing organization to perform
284 the testing and balancing work as herein specified. Prior to
285 commencing work under this section of the specifications, the testing
286 organization shall have been approved by the Engineer. The criteria
287 for determining qualifications shall be membership in the AABC, or
288 certification by the NEBB.
289

290 **(4)** Adjust systems and components thereof that perform as
291 required by drawings and specifications. Instruments used for
292 measurements shall be accurate and calibrated within the last 6
293 months. Provide last date of calibration.
294

295 **(5)** Submit testing and balancing reports for all air and water
296 systems in accordance with Section 683 - GENERAL MECHANICAL
297 REQUIREMENTS.
298

299 **(6)** Balancing:

300
301 **(a)** Water piping systems shall be balanced to produce water
302 quantities as indicated with all manual and automatic control
303 valves open.
304

(b) Duct systems shall be balanced as follows: System (or air moving device) to not less than 95 percent of design CFM.

(7) System Test Report: The Contractor shall provide as part of the submittal typewritten schedules of readings taken during the balancing and testing operations indicating the required or specified reading, the first reading taken, and final balanced reading in the certified report. The certified report shall include for each air-handling system the data listed below:

(a) For Each Air Handling / Fan Coil Unit:

(i) Manufacturer and Model

(ii) Size

(iii) Arrangement, Discharge, and Class

(iv) Motor HP, Voltage, Phase, Cycles, and Full Load Amps

(v) Location and Local Identification Data

(vi) CFM

(vii) Static Pressure

(viii) RPM

(ix) Motor Operating Amps

(x) Duct Static Pressure Controller Setpoint (for VAV systems)

(b) Duct Systems:

(i) Duct Size(s)

(ii) Average Velocity

(iii) Recorded (Actual) CFM

(iv) Design CFM

(8) Control Settings: On-site settings for all automatic controls including thermostats, safety controls, minimum damper settings, fire-safety thermostats, pressure controls, temperature controls, and other similar items shall be provided in the form of a type tabulated list indicating type of control, location, setting, and function. Final settings shall be permanently marked on devices.

356 **(G) Calibration and Adjustments.**

357
358 After completion of the installation, perform final calibrations and adjustments
359 of the equipment provided under this contract and supply services incidental
360 to the proper performance of the unit control panels under warranty.

361
362 **(H) Acceptance Procedure.**

363
364 Upon completion of the calibration, Contractor shall start-up the air
365 conditioning system and perform all necessary testing and run diagnostic
366 tests to ensure proper operation. Contractor shall be responsible for
367 generating all software and entering all database necessary to perform the
368 sequence of control and specified software routines. An acceptance test in
369 the presence of the Engineer shall be performed. Provide operational
370 acceptance tests. The tests shall be performed during a normal day of
371 operation after the air conditioning system has been completely installed and
372 made operable. Results of the tests shall be indicated on an Official
373 Operational Performance Test form by NEBB or AABC and shall be part of
374 the test and balance submittal.

375
376 **(I) Field Instruction.**

377
378 Upon completion of the work and at a time designated, the services of one or
379 more qualified personnel shall be provided by the Contractor for a period of
380 not less than 4 hours to train and provide technical assistance to the
381 representatives of the State in the operation and maintenance of the air
382 conditioning and ventilation system. These field instructions shall cover all
383 the items contained in the bound instructions. Submit course outline,
384 instructor's name and an on-site training schedule.

385
386 **(J) One Year Maintenance Service Contract.**

387
388 Shall be provided as specified in Section 683 – GENERAL MECHANICAL
389 REQUIREMENTS.

390
391 **(K) Operation and Maintenance Manual.**

392
393 Provide hard bound copies of the Operating and Maintenance Manual on all
394 equipment and the system as a whole. Provide manuals in accordance with
395 the requirements of Section 683 – GENERAL MECHANICAL
396 REQUIREMENTS.

397
398 **(L) Schedule of Maintenance Service.**

399
400 Shall be provided as specified in Section 683 – GENERAL MECHANICAL
401 REQUIREMENTS.

402
403 **685.04 Method of Measurement.** Payment for Air Conditioning and
404 Ventilation will be paid on a Lump Sum basis. The Engineer will not measure for
405 payment.
406

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

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

Pay Item	Pay Unit
Air Conditioning and Ventilation	Lump Sum"

END OF SECTION 685

SECTION 686 - ELECTRICAL WORK

Make the following section a part of the Standard Specifications.

686.01 Description

(A) **General:** This Section includes the following for electrical work:

(1) Provide (furnish and install) a complete and operable electrical wiring and lighting systems for all equipment and appliances as shown on the drawings or specified herein including wires, raceways, boxes, devices, apparatus, lighting fixtures, accessories, time switch, dimmers, controls, etc., and tests, adjustments, instructions, and documentation.

(2) Electrical wiring system shall have sufficient capacity to accommodate all equipment, appliances and other electrical loads as specified herein and shown on the drawings and as required per National Electrical Code and other applicable codes, standards and requirements plus spare capacity to accommodate any planned future facilities and additions and minimum 25 percent spare capacity for future growth.

(3) Lighting system shall meet footcandle levels and other lighting criteria per Illuminating Engineering Society recommendations, State Model Energy Code and other applicable codes, standards and requirements.

(B) **Related Work**

(1) Electric utilization equipment.

(2) Non-power wiring, such as control and ancillary electrical lights and signals for heating, ventilation, pump, and air-conditioning systems unless shown on drawings or specified herein.

(3) Signal and communications equipment and wires, less raceways.

(C) **Work Related to Serving Utility Agencies**

(1) Telephone and Cable TV: By Contractor - Raceways with pull wire, for cables specified elsewhere or shown on the drawings, pullboxes, terminal cabinets and backboards, outlets with plates and grounding system.

(D) **Rules, Regulations and Standards**

48
49 (1) Comply with local ordinances and building department directives
50 including IBC and N.E.C.; statutes and official requirements of the
51 State of Hawaii including P.U.C. and Occupational Safety and Health
52 Standards. Apply and pay for electrical permit.

53
54 (2) Applicable Documents: Current issues of the standards of
55 ANSI, UL, Inc., NEMA, EEI, IEEE, NFPA, I.E.S., TIA/EIA, ADA
56 Standards for Accessible Design. Relevant definitions and
57 requirements from these documents shall be applicable.
58

59 **(E) Submittals**

60
61 (1) Submittals shall comply with the following requirements:

62
63 (a) Submit shop drawings showing proposed equipment and
64 distribution raceway layouts on plan in not less than 1/8" = 1'-0"
65 scale. Raceway routing shall be coordinated with architectural,
66 structural and mechanical systems and other trades. Submit
67 shop drawings showing plans and elevations of electrical
68 equipment, rooms and closets.

69
70 (1) Mounting details where not shown on drawings or
71 alternate methods are proposed or required.

72
73 (2) Terminal-to-terminal wiring diagrams showing all
74 relays, dimmers, switches and other control devices and
75 conductors for all lighting circuits.
76

77 (b) Manufacturer's product data is required for the following:

78
79 (1) Lighting fixtures

80
81 (2) Fixture accessories

82
83 Submit additional product data upon request; i.e., raceway
84 accessories, boxes and enclosures for exterior and wet
85 locations, wiring devices, etc.
86

87 (c) Submit control diagrams for motors, lights and other
88 equipment upon request.
89

90 (d) Equipment specified by manufacturer's definitive brands or
91 catalog numbers without modifications need not be submitted,
92 unless clarification is required due to obsolescence,
93 supersedure, or error in identification.

94
95 (e) Standard features of equipment specified by

manufacturer's definitive brands or catalog numbers, whether specifically described or not on the drawings or in the specifications, will mandate the inclusion of optimal features of listed equivalent manufacturers and can be also used to evaluate competitive brands proposed by the Contractor.

(f) Any deviation from drawings and specifications shall be clearly identified on the submittal. Unless deviations are clearly identified, then all requirements indicated on the drawings and specifications shall be assumed to be complied with.

(g) Shop drawing and product data shall be checked by Contractor to insure equipment are adequately sized and can be properly installed and with Code clearances maintained for a complete and operable system within intent indicated on plans and specifications. Review and acceptance of shop drawings by Contracting Officer shall not relieve the Contractor of responsibility to provide a proper and complete installation.

(h) Submit computerized footcandle level printouts for rooms upon request.

(i) Submit samples of lighting fixtures, materials and equipment upon request.

(j) Warranty: Submit warranty as noted under item entitled "WARRANTIES" hereinbelow.

(2) Certificates: Certificates of electrical inspection.

(3) As-Built Drawings:

(a) Contractor shall provide drawings of complete electrical system on 24" x 36" mylars showing as-installed locations of equipment and wiring on plans, including circuiting, details, etc., or mylar reproductions of contract drawings with all changes neatly drafted thereon. In addition, Contractor shall update Autocad Release 2010 files of as-built construction drawings on CD recordable disks along with as-built mylars. Incomplete or unsatisfactory as-built drawings or CAD files shall be grounds for rejection by the Contracting Officer. Contractor shall revise and resubmit as-built drawings and CAD files at no additional cost to State of Hawaii until accepted by the Contracting Officer.

(b) Deliver to the Contracting Officer not later than two (2) weeks before final inspection.

(4) Operation and Maintenance Manuals:

144
145 **(a)** Provide six (6) operation and maintenance manuals for
146 emergency lighting equipment, dimmers, lighting control
147 equipment, list of all lamps and ballasts (drivers) required for
148 each light fixture type, and control equipment including technical
149 information for all components, wiring diagrams and instructions
150 for installation, operation, maintenance and repair.

151
152 **(b)** Deliver to the Contracting Officer not later than two (2)
153 weeks before final inspection.

154
155 **(F) Drawing and Specifications**
156

157 **(1)** Electrical system drawings are diagrammatic and symbolic.
158 Locations of fixtures, outlets, devices, raceways, apparatus, etc.,
159 shown are approximate and shall be installed with the required
160 heights, spacing, maintenance and code clearances and to avoid
161 conflict with existing conditions and other systems and trades. Visit
162 site and verify lineal footages required and check scales and
163 dimensions shown on civil and architectural drawings prior to
164 bidding to verify locations, routing and lineal footages of electrical
165 work required for inclusion into bid. Study adjacent architectural,
166 structural and mechanical details and make installation in most
167 logical manner for eye appeal and coordination with other systems
168 and trades. Unless dimensioned or noted otherwise, orderly
169 configuration and visual composition are fully intended.

170
171 **(2)** Include mounting accessories, additional components and
172 wiring which are not shown or specified herein but are required for
173 proper control and operation to provide for a complete and operable
174 system within intent indicated on the drawings and specifications.

175
176 **(3)** Study architectural and mechanical drawings and
177 specifications prior to bidding and provide additional wiring
178 including lighting fixtures, apparatus and devices for equipment
179 furnished by State of Hawaii or other trades without additional cost
180 to State of Hawaii.

181
182 **(4)** Relocate fixtures, outlets, devices, apparatus and associated
183 wiring including raceways, from locations shown, without additional
184 cost to State of Hawaii, for code compliance and to avoid conflict
185 with existing conditions, other systems or trades, structures, utilities
186 and when directed before installation.

187
188 **(5)** Equipment ratings or wire sizes that are missing or shown in
189 error shall have adequate capacity to serve the required and future
190 loads plus minimum 25 percent spare capacity, and be in
191 compliance with N.E.C.

(6) Verify voltages and other ratings of energy conversion, transformation and electrical utilization equipment prior to placing order with factory. Input voltages of equipment shall match system voltage available.

(7) In the event of conflicts within the drawings, specifications or any referenced code, standards or requirements, the more rigorous requirements shall govern.

(G) Warranties

Entire installation shall be warranted to be free from defects for a one (1) year period commencing from date of final acceptance. Any portion of the installation developing defects within the one year period shall be replaced by identical or better equipment, materials or parts including labor to make such defective portion of the installation complete and operable within the intent indicated on drawings and specifications, at no additional cost to State of Hawaii.

686.02 Materials

(A) General

(1) All equipment and material shall bear U/L label or be listed by a nationally recognized testing organization in accordance with the National Electrical Code.

(2) Equipment and material specified by manufacturers' catalog numbers and names: In case of obsolescence, supersedure, or error in identification, the intent implied by the description, application, required performance and the features of competitive brands also listed shall govern.

(3) Features of equipment for specified manufacturers can be used to establish the quality of the product.

(4) All equipment and materials shall be suitable for intended location and use and include all accessories for proper installation and operation.

(B) Wiring Materials

(1) Raceways:

(a) EMT and rigid steel conduit, galvanized inside and out, 3/4" minimum diameter for power and signal systems.

N.E.C. minimum for lighting systems.

(b) Flexible Conduit: Zinc-coated inside and outside; for wet or moist areas--liquid-tight with factory fittings.

(c) Non-Metallic Conduit: PVC Schedule 40, 3/4" minimum diameter.

(d) Metal Surface Raceways: Low profile surface mount raceway, .040-inch thick, painted finish, sized for number of wires indicated plus 25 percent spare capacity with matching fittings and accessories. Wiremold No. V500, V700, V2000 or V2400, or approved equal for power and Wiremold No. V2000 or V2400 or approved equal for telecommunications.

(1) Two-piece type, .050-inch thick, with divider for power and communication. Wiremold No. G4000.

(2) Telecommunication raceway fittings for 90 degree bends shall be TIA-EIA compliant.

(2) Boxes, Enclosures:

(a) Enclosures and Cabinets: Enclosures and cabinets for panelboards, breakers, switches and communication shall be NEMA type, fabricated from sheet steel and galvanized after fabrication, or as otherwise indicated, exterior surfaces prime painted and enamel-finished according to NEMA specifications, complete with hinged door, trim, locking device and lugs. For exterior and wet locations, enclosures and cabinets shall be epoxy painted galvanized cast ferrous alloy or type 316 stainless steel with matching neoprene gasketed trim and doors, threaded hubs for conduit connections, stainless steel screws and hardware and external means for mounting.

(b) Outlet and Small Junction Boxes: Pressed, zinc-coated steel, minimum nominal size 4" square, minimum depth 1-1/2", with raised covers where concealed or flush mounted. Exposed boxes and weather exposed boxes shall be cast iron, or ferrous alloy, prime painted and enamel finished, with neoprene gasketed covers, threaded hubs for conduit connections and stainless steel screws. Boxes for metal surface raceways shall match raceways. Wiremold #V5700 or V2400 series or approved equal.

(c) Large Junction Boxes and Wireways: For dry interior location, boxes and wireways shall be fabricated from N.E.C.

gauge galvanized steel with matching screw-on type cover, field punched knockouts. For exterior and wet locations, boxes and wireways shall be epoxy painted galvanized cast ferrous alloy or stainless steel with matching neoprene gasketed covers, threaded hubs for conduit connections and stainless steel screws.

(3) Devices:

(a) General: Ratings and NEMA arrangement types as indicated. Drawings show minimum application ratings, specification describes nominal ratings. Comparable devices by Legrande, Leviton, and Hubbell shall be acceptable.

(b) Receptacles: Duplex, 20-ampere as indicated, 125 volts, side and back wired, 3-wire grounding type, automatic one-piece self-grounding strap, ivory composition body, (brown at woodwork, other colors to match wall finish), premium specification grade, tamper resistant. Hubbell #5362TR. Ground fault circuit interrupter type for bathrooms, exterior, near sinks and wet areas, Hubbell #GF5362TR. Isolated ground surge protection type, hospital grade, blue color, with LED indicator and switched or no audible alarm, for computer equipment, Hubbell #IG5362STR.

(c) Floor Outlet: Flush, brass flip-open covers and plate with appropriate hole for device, carpet flange as required, cast iron box with bituminous compound coating for slab on grade or below floor, pressed steel junction box with U.L. listed fire rated poke through assembly for slabs above grade and device as specified herein. Hubbell #PT7FBRS or approved equal.

(d) Service Fittings: Brushed aluminum finish, with matching device plates for devices as indicated, suitable for mounting on counter top.

(e) Light Switch: Flush, tumbler, quiet, non-mercury, Type AC, 277-volt minimum, 20-ampere, one-pole, two-pole or 3-way as indicated, individual yoke, automatic self-grounding clip, ivory (brown at woodwork, yellow for emergency circuits, other colors to match wall finish), premium specification grade. Hubbell #1221, 1222, 1223.

(f) Device Plates: Single and multi-gang, clean, simple design with appropriate hole for device. Provide appropriate

device plate for each outlet shown or as required by the specifications.

(1) Metal, .032-inch minimum thickness, type 430 stainless steel, painted ivory or white to match wall finish (brass plates for wood paneling or finished areas). Pass & Seymour- Legrand SS-series, or approved equal.

(2) Weatherproof, polycarbonate flip-open hinged cover with cable opening and neoprene gaskets for plug-in equipment in outdoor or wet applications when receptacle is in use per N.E.C. 410-57. Taymac "Safety Outlet Enclosures".

(3) Telephone/data outlets shall have provisions for four modular jack inserts and be provided with blank covers.

(4) Cable TV outlets shall be duplex receptacle type with single "F" connector wall tap.

(4) Wires and Cables: Copper conductors; aluminum not allowed.

(a) Low-Voltage Wires: 600-volt, No. 12 AWG minimum; No. 10 and smaller, solid and round; No. 8 and larger, 7 or 19 strands concentric. Conductors No. 8 and smaller, types TW, THW, THWN, THHN or XHHW; conductors No. 6 and larger, types THW, THWN or XHHW. Fixture wires per N.E.C.

(1) Provide color coding for service, feeder, branch, control, and signaling circuit conductors. Color shall be green for grounding conductors and white for neutrals, except where neutrals of more than one system are installed in same raceway or box, other neutral shall be white with colored (not green) stripe. Color of ungrounded conductors in different voltage systems shall be as follows:

(a) 120/208-volt, 3-phase

(1) Phase A – black

(2) Phase B – red

382 (3) Phase C – blue

383
384 (2) Cables shall not be manufactured more than
385 one year prior to use.

386
387 (C) Apparatus

388
389 (1) Lighting fixtures and lamps shall be as shown, complete with
390 mounting accessories suitable for each installed situation. Verify
391 ceiling types and operating voltage required prior to ordering
392 fixtures.

393
394 (a) When given without other qualifications, follow
395 dimensions given.

396
397 (b) Finishes for steel fixtures shall be applied over
398 corrosion-resisting treatment of phosphatizing a thoroughly
399 cleansed steel chassis, enamel electrostatically applied and
400 hot baked after fabrication. (Fixtures formed from pre-
401 painted metal stock shall not be allowed.)

402
403 (c) Fixture lenses and diffusers shall have a minimum lens
404 thickness of 0.125-inch. Doors shall be constructed with
405 light traps or neoprene gaskets to prevent light leakage.

406
407 (d) LED luminaires shall have minimum 5 year warranty
408 and LM70 lumen maintenance value of 50,000 hours as
409 calculated and tested per IES standards.

410
411 (e) LED drivers shall comply with NEMA SSL 1 and be
412 electronic, constant current type, with minimum 90 percent
413 PF and less than 20 percent THD, meet class A sound
414 rating, and operate at 120 or 277 volt.

415
416 (f) LED light source shall be 4000 degree K color
417 temperature, minimum 80 CRI, 90 lumens per watt efficacy.

418
419 (g) Recessed fixtures shall be constructed to provide for
420 access to junction boxes via removable fixture trims or
421 housings from below non-accessible ceilings. Provide
422 flanges for mounting fixtures in plaster or gypsum board
423 ceilings. See architectural reflected ceiling plans for ceiling
424 types. Provide junction boxes for recessed fixtures for feed-
425 through wiring.

426
427 (h) Provide accessories for pendant mounted fixtures such
428 as stems, ball and swivel aligners, canopies, etc.
429

(i) Fixtures shall be suitable for damp or wet locations and other environments encountered and as required for use and locations shown on plans.

(j) Lighting system shall provide for illumination levels and requirements in accordance with I.E.S. and State Occupational Health and Safety Standards and comply with State and County energy codes.

686.03 Construction

(A) General: Comply with manufacturers' instructions and directions pertaining to equipment for this project, also to practices recommended by latest editions of Croft's American Electrician's Handbook, Illuminating Engineering Society Handbook, National Electrical Code (N.E.C.), National Electrical Safety Code, National Fire Code (NFC), Standards of Edison Electric Institute, Institute of Electrical and Electronics Engineers, Telecommunications Industry Association/Electronics Industries Association (TIA/EIA), Public Utilities Commission and HIOSH requirements.

(1) Installation shall be appropriate for intended location and use and be complete and operable within intent indicated on the plans and specifications. Provide all accessories as required for proper installation and operation.

(2) For actual fabrication, installation and testing of the work of this section, use only thoroughly trained and experienced workmen completely familiar with items required and with manufacturers' recommended methods of installation. In acceptance or rejection of installed work, no allowance will be made for lack of skill on part of workmen.

(3) Where specifically recommended by the manufacturer of specialty electrical items, work performed shall be done by factory trained technicians.

(B) Raceways: Rigid steel conduit with threaded fittings throughout, except EMT with compression fittings is acceptable where concealed in dry suspended ceiling or dry wall spaces. Metal surface raceway with matching boxes and fittings acceptable in dry interior areas only where raceway concealment by chipping walls not permitted by Contracting Officer.

(1) Conceal all raceways unless shown otherwise.

(2) Hangers, trapeze, rods, anchors, etc., to support raceways shall be galvanized steel of adequate size to sustain a steady 500 pound pull. For exposed work and in damp areas, field cut ends of supporting members and hardware shall be painted with cold

galvanizing compound.

(3) Exposed raceways shall be neatly arranged; bends concentric if all are mounted on a common plane; common radius if tangent to a common plane, mounted above liquid lines - with allowance for access to boxes; tucked into cornices or routed for minimum profile.

(4) Concrete for electrical work shall be minimum 3000 psi with maximum one-inch aggregate size.

(5) Raceway penetrations through walls, floors and roof and raceway terminations shall be watertight and fire rated as necessary and be caulked, sealed and made with materials approved for that purpose.

(6) Provide locknuts and bushings for all raceway terminations.

(7) Provide hubs for all raceway connections to boxes and enclosures exposed to weather.

(8) Provide pullwires in all telecommunications and empty raceways.

(9) In addition to complying with N.E.C. and serving agency requirements, raceways for telecommunications systems shall comply with TIA/EIA 569.

(a) Telecommunications raceway runs shall not have more than two 90-degree bends between pullboxes. Provide additional pullboxes as required. Pullboxes shall be allowed only in straight sections of raceway runs.

(b) Inside radii of raceway bends shall not be less than six times the internal diameter of the raceway, except for raceways larger than 2-inch trade size shall be minimum 10 times the internal diameter.

(10) Offset raceway runs as required to clear structure, ducts, piping, lights, etc. Provide additional pullboxes as required.

(a) Provide horizontal and vertical cable tray fittings and accessories for all bends and offsets to prevent sharp cable bends.

(11) Provide 4-inch high concrete curb for conduit risers below electrical panels, boxes and other equipment installed outdoor.

(C) Boxes and Enclosures: Stray concrete shall be removed and rusty boxes shall be cleaned and painted with oil-base paint enriched with "Pentrol" per manufacturer's direction. Wires shall not be pulled in until boxes are cleaned.

(1) Provide additional junction or pull boxes, as required for pulling wires and detours to resolve conflicts in the field, placement subject to approval of appearance.

(2) Provide supports and mounting accessories and reinforce structure as required to install and secure equipment boxes and enclosures.

(a) Supports shall be able to withstand weight of equipment plus a minimum 500 pound steady pull and shall be galvanized where exposed.

(b) Secure floor-mounted equipment with anchors set into floor slab.

(c) Provide minimum 4-inch high reinforced concrete pad for all transformers. Pad shall not extend more than 2 inches beyond footprint of equipment in any direction.

(D) Wires:

(1) All wires to be installed in raceways.

(2) Provide color coding for all circuit conductors.

(3) Increase circuit conductor and raceway sizes as required to limit voltage drop as allowed per N.E.C.

(4) Provide wiring and equipment as required for proper operation and control of the lighting system.

(5) Provide switched and unswitched circuits for emergency lighting equipment.

(6) Provide separate neutral and ground wires for all line and neutral circuits.

(7) Splices (Low-Voltage, 600 Volts or Less): Make splices within boxes in accessible locations. Splice conductors No. 10 AWG and smaller diameter with insulated, pressure-type connector. Splice conductors No. 8 AWG and larger diameter with solderless connector, and cover with insulation material equivalent to conductor insulation.

574
575 (a) All splices installed underground or in areas subject to
576 water shall be watertight with epoxy cast resin and mold or
577 heat shrink tubing.

578
579 (b) Splicing new cables into existing cables or reusing
580 existing cables for new equipment: Before existing cables
581 are spliced or reused, perform insulation tests per cable
582 manufacturer's recommendations.
583

584 (E) Outlets:

585
586 (1) Outlets shown "one-over-the-other" shall be placed on a
587 common vertical center line with conduit routed around boxes of
588 different systems. Place boxes for operating and indicating devices
589 (switches, fire alarm stations, push-buttons, etc.), as close as
590 practicable to doors and corners. Mounting heights of outlets shall
591 comply with ADA Standards for Accessible Design and where
592 shown at cabinets and counters shall be coordinated with tops of
593 counters and backsplashes. All boxes shall be installed flush unless
594 indicated otherwise.
595

596 (2) Devices shown side by side shall be ganged. Comply with
597 N.E.C. Section 380-8.
598

599 (3) Device plates shall be installed with all four edges in
600 continuous contact with finished wall surfaces.
601

602 (4) Outlets on common party walls shall be offset and not
603 mounted back-to-back.
604

605 (5) Provide receptacles for each cord connected equipment and
606 appliance and as required per N.E.C. At minimum, provide one
607 receptacle in every room.
608

609 (F) Protective Device:

610
611 (1) Overcurrent protective devices shall be provided for each
612 circuit.
613

614 (2) All circuits and overcurrent protective devices shall be sized
615 to adequately carry the connected loads.
616

617 (G) Lighting Control: Provide for local control of lights unless indicated
618 otherwise. Multiple switching zones shall be provided to utilize daylight and
619 conserve energy for rooms with windows. Occupancy sensor controls shall
620 be provided as required to comply with the State Model Energy Code.
621 Provide relay and contactor-controlled lighting circuits where remote

switching is required.

(H) Lighting Fixture Mounting and Supports: Provide mounting accessories and additional structural supports and modify ceilings as required to install light fixtures.

(1) Supports for fixtures shall sustain a steady pull of 500 pounds (1,000 pounds for security type fixtures), and not less than 2-1/2 times weight of fixtures and accessories.

(2) Support each recessed fixture directly from structural ceiling members with minimum two No. 10 gauge steel wires in addition to suspended ceiling.

(3) Surface or pendant mounted fixtures shall be furnished and installed with required mounting devices and accessories and shall include hickey, stud extensions, ball aligners, canopies, stems, metal framing channels, rods, etc. Support each fixture mounted below suspended ceiling from structural ceiling above in addition to suspended ceiling. Locations of fixtures near mechanical equipment shall be coordinated with Mechanical Contractor. Provide mounting stems as required to clear ducts, piping and other obstructions and where pendant fixtures are indicated. Mounting stems of pendant fixtures shall be of the correct length to uniformly maintain the fixture heights shown on the drawings. The allowable variations tolerance in mounting fixture shall not exceed 1/4-inch and shall not vary more than 1/2-inch from the floor mounting height shown on the drawings. Provide cross bracing as required to prevent excessive swinging for stems longer than 2 feet. Hanging devices and accessories shall comply with Code requirements

(4) Security type fixtures shall be properly secured.

(I) Cut and Patch: Cut and core as required to install electrical system. Repair and patch walls, floors, ceilings and structure as required to restore finished surfaces to original condition.

(1) Paint exposed raceways and boxes to match surrounding finish.

(2) Seal all excess openings.

(3) Carefully chip concrete to avoid cutting structural steel. Repair any damage to rebars by welding.

(4) Reframe and modify existing doors and windows and cut and modify existing shelves and cabinets to accommodate new

electrical equipment and raceways.

(J) Anchors:

(1) Anchors which are set into horizontal concrete or masonry surfaces shall be limited to machine screw or bolt fasteners with metal (lead, steel, alloy) expansion shields.

(2) Anchors which are set into vertical concrete or masonry surfaces may be lag or wood screw as well as machine screw or bolt fasteners with metal expansion shields.

(3) Plastic or fibre shields are not acceptable as they do not provide sufficient pullout resistance.

(4) Power-driven studs and anchors shall not be used, except as permitted by the Contracting Officer.

(K) Identification: Label equipment by brown plastic, laminated nameplates engraved to expose white inner layer, epoxy cemented to unpainted surface. Type panel directories of branch circuits. Provide arc flash warning labels for panels, individual circuit breakers, etc. as required per NEC.

(1) Entries:

Feeder Cables: By panel(s) or load served and voltage.

Panels: By designation, voltage, phases, wires.

Breakers: By designation and panel served or load.

Cabinets: By designation and use (system).

Boxes: By use (system) and voltage.

Panel Directories: By use and location and room numbers of load served - Verify room number or area designation as called for by Contracting Officer and indicate accordingly.

Disconnect Switches: By load served and voltage.

Multiple Gang Switches: By use and general locations of

load served.

(2) Provide conductor identification within each pullbox and enclosure where tap, splice, or termination is made. For conductors No. 6 AWG and smaller diameter, color coding shall be by factory applied, color-impregnated insulation. For conductors No. 4 AWG and larger diameter, color coding shall be by plastic-coated, self-sticking markers; colored nylon cable ties or heat shrink-type sleeves. In addition to color coding, provide imprinted plastic labels for feeder cables and control circuit terminations in pullboxes and enclosures. Pullwires shall be identified with imprinted plastic labels at each end of every run.

(L) Equipment Connections: Unless indicated otherwise, provide wiring for all equipment furnished by Owner or other trades. Provide disconnect switches for all motorized equipment and water heaters. Install all magnetic motor starters furnished by other trades. Wiring shown on any drawing is based on equipment rating indicated on electrical system drawings. Verify equipment rating with State or trade furnishing equipment and adjust wiring as required to accommodate actual size of equipment to be furnished.

(1) Check and insure that proper polarity and phase rotation is provided for all outlets and equipment connections.

(2) Electrical power to all equipment located under hood shall be shut-off upon activation of hood fire protection system.

(M) Existing Conditions: Verify existing field conditions prior to bidding. Reroute existing electrical and signal/communication lines and relocate equipment as necessary to avoid conflict with new construction.

(1) Verify and check traverse of new electrical and signal/communication lines for possible conflicts with existing utilities and obstructions and all new construction work for possible conflict with existing electrical and signal/communication lines prior to performing any new work.

(2) Repair any existing utility lines damaged during construction at no additional cost to State of Hawaii.

(3) Remove existing wiring and equipment no longer in use. Schedule and phase removal and new work as required to allow existing facility to remain operational.

(4) Maintain continuity of existing wiring for equipment to remain. Rewire as required to restore operation of equipment to remain.

766
767 **(N)** Restrictions:

768
769 **(1)** Noisy construction operations which interfere with the usual
770 existing procedures in adjacent areas shall be as scheduled.

771
772 **(O)** Adjust lighting fixtures and controls as required and directed by the
773 Contracting Officer.

774
775 **(P)** Adjustment and Settings:

776
777 **(1)** Adjust breaker trips, transformer taps and other equipment
778 settings and controls per manufacturer's recommendations and as
779 required unless otherwise directed by the Contracting Officer.

780
781 **(2)** Balance feeder loading equally on each phase as closely as
782 practicable. Rearrange feeder and branch circuit connections as
783 necessary to balance loads.

784
785 **(Q)** Grounding:

786
787 **(1)** Ground services, metallic enclosures, raceways, and
788 electrical equipment according to requirements of National
789 Electrical Code, Article 250 and TIA/EIA 607.

790
791 **(2)** Ground connections to equipment, raceways, motors,
792 grounding type receptacles and other metallic parts directly
793 exposed to ungrounded conductors by insulated conductors, No. 12
794 minimum, AWG copper, N.E.C. Type TW, green insulation, or
795 continuous approved metal raceways unless indicated otherwise.
796 Provide insulated ground wires (not shown) to all receptacles,
797 panels, and transformers.

798
799 **(3)** All grounding wire runs where exposed and within building in
800 raceways. Run equipment ground wires together with circuit
801 conductors.

802
803 **(R)** Tests

804
805 **(1)** Contractor shall furnish test equipment and personnel to
806 make operational and evaluation tests required to show compliance
807 with contract requirements. Field tests shall be made for certain
808 systems whenever reserve capability or quality must be
809 demonstrated as specified, by subjecting the equipment to greater
810 loading and stresses than normal. Make adjustments and add
811 and/or replace equipment and wiring as required to correct
812 deficiencies. Lighting level measurements shall be provided upon
813 request and be made at intervals as directed by the Contracting

Officer and with a NIST calibrated cosine corrected photometer with a silicon photodiode.

(2) Test electrical equipment and wiring as necessary to check for unspecified grounding, shorts and wrong connections. Perform insulation tests of all feeders and exterior underground circuits per cable manufacturer's recommendations. Minimum resistance shall be 250,000 ohms. Resplice and replace wiring and equipment as required and correct faulty conditions, if any. Submit written results to show compliance.

(3) Test grounding system to ensure continuity, and that resistance to ground does not exceed 25 ohms. Test each ground rod for resistance to ground before making connections to rod and after rods are bonded together. Make measurements in dry weather, not earlier than 48 hours after rainfall. Add ground rods and make corrections as required. Submit written results and indicate location of rods and soil conditions.

(4) Test ground fault protection system for electrical service in accordance with NEC Section 230-95(c). Adjust settings as required and per equipment manufacturer's recommendations.

(S) Instructions for Operation, Maintenance and Repair

Contractor shall spend not less than sixteen (16) hours instructing and indoctrinating State of Hawaii representatives on the operating procedures for the emergency lighting system, dimmer, time switch and other lighting control systems.

(T) Outages

Schedule all work to minimize power outages. Outages will be permitted only after normal operating hours unless approved by the State of Hawaii. Contractor shall request for outages in writing at least two weeks in advance. Contractor shall perform work as required after normal business hours and provide temporary power and wiring as necessary at no additional cost to State of Hawaii.

686.04 Measurement

Electrical System will be paid for on a lump sum basis. Measurement for payment will not apply.

686.05 Payment

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

861 documents.

862

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

865

866	Pay Item	Pay Unit
-----	-----------------	-----------------

867

868	Electrical System	Lump Sum
-----	-------------------	----------

869

870

871 **END OF SECTION 686**

Requirements of Chapter 104, HRS

Wages and Hours of Employees on Public Works Law

Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

Posting of Wage Rate Schedules

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
 - the name and home address of each employee
 - the last four digits of social security number
 - a copy of the apprentice's registration with DLIR
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - itemized list of fringe benefits paid
 - daily and weekly hours worked
 - weekly straight time and overtime earnings
 - amount and type of deductions
 - total net wages paid
 - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeymen 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 journeyman rate will not be considered a journeyman for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
 - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
 - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
 - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and
Suspension from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]



For additional information, visit the department's website at <http://labor.hawaii.gov/wsd> or contact any of the following DLIR offices:

Oahu (Wage Standards Division)(808) 586-8777
Hawaii Island.....(808) 974-6464
Maui and Kauai(808) 243-5322

"General Decision Number: HI20260001 05/27/2026

State: Hawaii

Construction Types: Building, Heavy, Highway and Residential

Counties: Hawaii Counties of
Hawaii, Honolulu, Kalawao, Kauai and
Maui

BUILDING CONSTRUCTION PROJECTS

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

HIGHWAY CONSTRUCTION PROJECTS

HEAVY CONSTRUCTION PROJECTS

Modification Number Publication Date

1	01/16/2026
2	05/18/2026
3	05/27/2026

ASBE0132-001 09/07/2025

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS. ALSO THE APPLICATION OF FIRESTOPPING MATERIAL FOR WALL OPENINGS AND PENETRATIONS IN WALLS, FLOORS, CEILINGS AND CURTAIN WALLS.).....	\$ 46.90	29.75

BOIL0627-005 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 49.37	31.25

BRHI0001-001 09/05/2023

	Rates	Fringes
BRICKLAYER: POINTERS, CAULKERS AND WEATHERPROOFERS..	\$ 48.28	32.23
BRICKLAYERS AND STONEMASONS.....	\$ 48.03	32.23

BRHI0001-002 09/05/2023

	Rates	Fringes
TILE, MARBLE & TERRAZZO WORKER (TERRAZZO BASE GRINDERS).....	\$ 44.69	33.00
TILE, MARBLE & TERRAZZO WORKER (TERRAZZO FLOOR GRINDERS AND TENDERS).....	\$ 43.14	33.00
TILE, MARBLE & TERRAZZO WORKER (TILE, MARBLE AND TERRAZZO WORKERS).....	\$ 46.50	33.00

CARP0745-001 09/01/2025

	Rates	Fringes
CARPENTERS: (CARPENTERS; HARDWOOD FLOOR LAYERS; PATENT SCAFFOLD ERECTORS (14 FT. AND OVER); PILEDRIVERS; PNEUMATIC NAILERS; WOOD SHINGLERS AND TRANSIT AND/OR LAYOUT MAN).....	\$ 55.50	29.81
CARPENTERS: MILLWRIGHTS AND MACHINE ERECTORS.....	\$ 55.75	29.81
CARPENTERS: POWER SAW OPERATORS (2 H.P. AND OVER)...	\$ 55.65	29.81

CARP0745-002 09/01/2025

	Rates	Fringes
DRYWALL AND ACOUSTICAL WORKERS AND LATHERS.....	\$ 55.75	29.81

ELEC1186-001 08/24/2025

	Rates	Fringes
ELECTRICIANS.....	\$ 56.55	33.16
ELECTRICIANS: CABLE SPLICERS.....	\$ 63.90	33.38
ELECTRICIANS: TELECOMMUNICATION WORKER.....	\$ 41.00	16.28

ELEC1186-002 08/24/2025

	Rates	Fringes
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LINE CONSTRUCTION: CABLE SPLICERS.....	\$ 63.90	33.38
LINE CONSTRUCTION: GROUND MEN/TRUCK DRIVERS.....	\$ 42.41	27.14
LINE CONSTRUCTION: HEAVY EQUIPMENT OPERATORS.....	\$ 50.90	30.75
LINE CONSTRUCTION: LINEMEN.....	\$ 56.55	33.16
LINE CONSTRUCTION: TELECOMMUNICATION WORKER.....	\$ 41.00	16.28

ELEV0126-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC A. VACATION: EMPLOYER		
CONTRIBUTES 8% OF BASIC HOURLY RATE FOR 5 YEARS		
SERVICE AND 6% OF BASIC HOURLY RATE FOR 6 MONTHS TO		
5 YEARS SERVICE AS VACATION PAY CREDIT. B. PAID		
HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY,		
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,		
THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY		
AND CHRISTMAS DAY.....	\$ 73.85	38.44

ENGI0003-002 09/01/2025

	Rates	Fringes
DIVER TENDER: OTHER THAN AQUA LUNG.....	\$ 59.94	35.68
DIVER: (AQUA LUNG) (SCUBA) (over 30 feet).....	\$ 81.72	35.68
DIVER: (AQUA LUNG) (SCUBA) (up to 30 feet).....	\$ 72.35	35.68
DIVER: OTHER THAN AQUA LUNG.....	\$ 81.72	35.68
HELICOPTER WORK, AIRBORNE HOIST OPERATOR FOR		
HELICOPTER.....	\$ 61.52	35.68
HELICOPTER WORK: CO-PILOT OF HELICOPTER.....	\$ 61.66	35.68
HELICOPTER WORK: PILOT OF HELICOPTER.....	\$ 62.83	35.68
POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 1:		
FORK LIFT (UP TO AND INCLUDING 10 TONS); PARTSMAN		
(HEAVY DUTY REPAIR SHOP PARTS ROOM WHEN NEEDED).		
BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR		
OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET		
OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50		
TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE		
A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID		
CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE		
FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT		
NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO		
BUT NOT INCLUDING 130 FEET		
0.50 BOOMS AND/OR LEADS OF 130 FEET UP		
TO BUT NOT INCLUDING 180 FEET 0.75 BOOMS		
AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250		

FEET 1.15 BOOMS AND/OR
LEADS OVER 250 FEET 1.50 THE OPERATOR OF A
CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR
MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR
PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS
AND OVER) IN ACCORDANCE WITH THE FOLLOWING
SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING
250 FEET 1.25 BOOMS
OVER 250 FEET

1.75.....\$ 57.96 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 2:
CONVEYOR OPERATOR (HANDLING BUILDING MATERIAL);
HYDRAULIC MONITOR; MIXER BOX OPERATOR (CONCRETE
PLANT). BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE
OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF
80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE
(UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE,
SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR
WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE
WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP
TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100
FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130
FEET UP TO BUT NOT INCLUDING 180 FEET
0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND
INCLUDING 250 FEET 1.15

BOOMS AND/OR LEADS OVER 250 FEET 1.50 THE
OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM
OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A
PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE
(50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING
SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING
250 FEET 1.25 BOOMS

OVER 250 FEET
1.75.....\$ 58.07 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 3:
BRAKEMAN; DECKHAND; FIREMAN; OILER;
OILER/GRADECHECKER; SIGNALMAN; SWITCHMAN; HIGHLINE
CABLEWAY SIGNALMAN; BARGEMAN; BUNKERMAN; CONCRETE
CURING MACHINE (SELF-PROPELLED, AUTOMATICALLY
APPLIED UNIT ON STREETS, HIGHWAYS, AIRPORTS AND
CANALS); LEVEEMAN; ROLLER (5 TONS AND UNDER);
TUGGER HOIST. BOOMS AND/OR LEADS (HOURLY
PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS)

WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR
OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET
OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH
HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN
ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF
80 FEET UP TO BUT NOT INCLUDING 130 FEET OR
LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130
FEET 0.50 BOOMS

AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING
180 FEET 0.75 BOOMS AND/OR LEADS OF 180
FEET UP TO AND INCLUDING 250 FEET

1.15 BOOMS AND/OR LEADS OVER 250 FEET

1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER)
WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB)
SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR
WORKED ON SAID CRANE (50 TONS AND OVER) IN
ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF
180 FEET UP TO AND INCLUDING 250 FEET

1.25 BOOMS OVER 250 FEET

1.75.....\$ 58.24 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 4:
BOOM TRUCK OR DUAL PURPOSE ""A"" FRAME TRUCK (5 TONS
OR LESS); CONCRETE PLACING BOOM (BUILDING
CONSTRUCTION); DINKY OPERATOR; ELEVATOR OPERATOR;
HOIST AND/OR WINCH (ONE DRUM); STRADDLE TRUCK (ROSS
CARRIER, HYSTER AND SIMILAR BOOMS AND/OR LEADS
(HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER
50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING
JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF
100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM
FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS)
IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS
OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR
LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130
FEET 0.50 BOOMS

AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING
180 FEET 0.75 BOOMS AND/OR LEADS OF 180
FEET UP TO AND INCLUDING 250 FEET

1.15 BOOMS AND/OR LEADS OVER 250 FEET

1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER)
WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB)
SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR
WORKED ON SAID CRANE (50 TONS AND OVER) IN
ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF

180 FEET UP TO AND INCLUDING 250 FEET

1.25 BOOMS OVER 250 FEET

1.75.....\$ 58.51 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 5:
ASPHALT PLANT FIREMAN; COMPRESSORS, PUMPS,
GENERATORS AND WELDING MACHINES ("BANK" OF 9 OR
MORE, INDIVIDUALLY OR COLLECTIVELY); CONCRETE PUMPS
OR PUMPCRETE GUNS; LUBRICATION AND SERVICE ENGINEER
(GREASE RACK); SCREEDMAN. BOOMS AND/OR LEADS
(HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER
50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING
JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF
100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM
FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS)
IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS
OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR
LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130
FEET 0.50 BOOMS

AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING
180 FEET 0.75 BOOMS AND/OR LEADS OF 180
FEET UP TO AND INCLUDING 250 FEET

1.15 BOOMS AND/OR LEADS OVER 250 FEET

1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER)
WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB)
SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR
WORKED ON SAID CRANE (50 TONS AND OVER) IN
ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF
180 FEET UP TO AND INCLUDING 250 FEET

1.25 BOOMS OVER 250 FEET

1.75.....\$ 58.82 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 6:
BOOM TRUCK OR DUAL PURPOSE "A" FRAME TRUCK (OVER 5
TONS); COMBINATION LOADER/BACKHOE (UP TO AND
INCLUDING 3/4 CU. YD.); CONCRETE BATCH PLANTS (WET
OR DRY); CONCRETE CUTTER, GROOVER AND/OR GRINDER
(SELF-PROPELLED UNIT ON STREETS, HIGHWAYS,
AIRPORTS, AND CANALS); CONVEYOR OR CONCRETE PUMP
(TRUCK OR EQUIPMENT MOUNTED); DRILLING MACHINERY
(NOT TO APPLY TO WATERLINERS, WAGON DRILLS OR JACK
HAMMERS); FORK LIFT (OVER 10 TONS); LOADER (UP TO
AND INCLUDING 3 AND 1/2 CU. YDS); LULL HIGH LIFT
(UNDER 40 FEET); LUBRICATION AND SERVICE ENGINEER
(MOBILE); MAGINNIS INTERNAL FULL SLAB VIBRATOR (ON
AIRPORTS, HIGHWAYS, CANALS AND WAREHOUSES); MAN OR

MATERIAL HOIST; MECHANICAL CONCRETE FINISHER (LARGE CLARY, JOHNSON BIDWELL, BRIDGE DECK AND SIMILAR); MOBILE TRUCK CRANE DRIVER; PORTABLE SHOTBLAST CONCRETE CLEANING MACHINE; PORTABLE BORING MACHINE (UNDER STREETS, HIGHWAYS, ETC.); PORTABLE CRUSHER; POWER JUMBO OPERATOR (SETTING SLIP FORMS, ETC., IN TUNNELS); ROLLERS (OVER 5 TONS); SELF-PROPELLED COMPACTOR (SINGLE ENGINE); SELF-PROPELLED PAVEMENT BREAKER; SKIDSTEER LOADER WITH ATTACHMENTS; SLIP FORM PUMPS (POWER DRIVEN BY HYDRAULIC, ELECTRIC, AIR, GAS, ETC., LIFTING DEVICE FOR CONCRETE FORMS); SMALL RUBBER TIRED TRACTORS; TRENCHER (UP TO AND INCLUDING 6 FEET); UNDERBRIDGE PERSONNEL AERIAL PLATFORM (50 FEET OF PLATFORM OR LESS). BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.15 BOOMS AND/OR

LEADS OVER 250 FEET 1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.25 BOOMS

OVER 250 FEET

1.75.....\$ 59.47 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 7: CRUSHER PLANT ENGINEER, DOZER (D-4, CASE 450, JOHN DEERE 450, AND SIMILAR); DUAL DRUM MIXER, EXTEND LIFT; HOIST AND/OR WINCH (2 DRUMS); LOADER (OVER 3 AND 1/2 CU. YDS. UP TO AND INCLUDING 6 YARDS.); MECHANICAL FINISHER OR SPREADER MACHINE (ASPHALT), (BARBER GREENE AND SIMILAR) (SCREEDMAN REQUIRED); MINE OR SHAFT HOIST; MOBILE CONCRETE MIXER (OVER 5

TONS); PIPE BENDING MACHINE (PIPELINES ONLY); PIPE
CLEANING MACHINE (TRACTOR PROPELLED AND SUPPORTED);
PIPE WRAPPING MACHINE (TRACTOR PROPELLED AND
SUPPORTED); ROLLER OPERATOR (ASPHALT);
SELF-PROPELLED ELEVATING GRADE PLANE; SLUSHER
OPERATOR; TRACTOR (WITH BOOM) (D-6, OR SIMILAR);
TRENCHER (OVER 6 FEET AND LESS THAN 200 H.P.);
WATER TANKER (PULLED BY EUCLIDS, T-PULLS, DW-10, 20
OR 21, OR SIMILAR); WINCHMAN (STERN WINCH ON
DREDGE). BOOMS AND/OR LEADS (HOURLY PREMIUMS):
THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM
OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE
(UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE,
SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR
WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE
WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP
TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100
FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130
FEET UP TO BUT NOT INCLUDING 180 FEET
0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND
INCLUDING 250 FEET 1.15

BOOMS AND/OR LEADS OVER 250 FEET 1.50 THE
OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM
OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A
PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE
(50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING
SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING
250 FEET 1.25 BOOMS
OVER 250 FEET

1.75.....\$ 59.79 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 8:
ASPHALT PLANT OPERATOR; BARGE MATE (SEAGOING);
CAST-IN-PLACE PIPE LAYING MACHINE; CONCRETE BATCH
PLANT (MULTIPLE UNITS); CONVEYOR OPERATOR (TUNNEL);
DECKMATE; DOZER (D-6 AND SIMILAR); FINISHING
MACHINE OPERATOR (AIRPORTS AND HIGHWAYS);
GRADESETTER; KOLMAN LOADER (AND SIMILAR); MUCKING
MACHINE (CRAWLER-TYPE); MUCKING MACHINE
(CONVEYOR-TYPE); NO-JOINT PIPE LAYING MACHINE;
PORTABLE CRUSHING AND SCREENING PLANT; POWER BLADE
OPERATOR (UNDER 12); SAURMAN TYPE DRAGLINE (UP TO
AND INCLUDING 5 YDS.); STATIONARY PIPE WRAPPING,
CLEANING AND BENDING MACHINE; SURFACE HEATER AND

PLANER OPERATOR, TRACTOR (D-6 AND SIMILAR);
 TRI-BATCH PAVER; TUNNEL BADGER; TUNNEL MOLE AND/OR
 BORING MACHINE OPERATOR UNDERBRIDGE PERSONNEL
 AERIAL PLATFORM (OVER 50 FEET OF PLATFORM). BOOMS
 AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A
 CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR
 MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS)
 WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER
 HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE
 (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING
 SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT
 INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT
 NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO
 BUT NOT INCLUDING 180 FEET 0.75 BOOMS
 AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250
 FEET 1.15 BOOMS AND/OR

LEADS OVER 250 FEET 1.50 THE OPERATOR OF A
 CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR
 MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR
 PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS
 AND OVER) IN ACCORDANCE WITH THE FOLLOWING
 SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING
 250 FEET 1.25 BOOMS

OVER 250 FEET

1.75.....\$ 59.90 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 9:
 COMBINATION MIXER AND COMPRESSOR (GUNITE); DO-MOR
 LOADER AND ADAMS ELEGRADER; DOZER (D-7 OR EQUAL);
 WHEEL AND/OR LADDER TRENCHER (OVER 6 FEET AND 200
 TO 749 H.P.). BOOMS AND/OR LEADS (HOURLY
 PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS)
 WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR
 OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET
 OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH
 HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN
 ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF
 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR
 LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130
 FEET 0.50 BOOMS

AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING
 180 FEET 0.75 BOOMS AND/OR LEADS OF 180
 FEET UP TO AND INCLUDING 250 FEET

1.15 BOOMS AND/OR LEADS OVER 250 FEET

1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER)
WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB)
SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR
WORKED ON SAID CRANE (50 TONS AND OVER) IN
ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF
180 FEET UP TO AND INCLUDING 250 FEET

1.25 BOOMS OVER 250 FEET

1.75.....\$ 60.01 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 9A:
DOZER (D-8 AND SIMILAR); GRADESETTER (WHEN REQUIRED
BY THE CONTRACTOR TO WORK FROM DRAWINGS, PLANS OR
SPECIFICATIONS WITHOUT THE DIRECT SUPERVISION OF A
FOREMAN OR SUPERINTENDENT); PUSH CAT; SCRAPERS (UP
TO AND INCLUDING 20 CU. YDS); SELF-PROPELLED
COMPACTOR WITH DOZER; SELF-PROPELLED, RUBBER-TIRED
EARTHMOVING EQUIPMENT (UP TO AND INCLUDING 20 CU.
YDS) (621 BAND AND SIMILAR); SHEEP'S FOOT; TRACTOR
(D-8 AND SIMILAR); TRACTORS WITH BOOM (LARGER THAN
D-6, AND SIMILAR). BOOMS AND/OR LEADS (HOURLY
PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS)
WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR
OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET
OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH
HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN
ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF
80 FEET UP TO BUT NOT INCLUDING 130 FEET OR
LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130
FEET

0.50 BOOMS

AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING
180 FEET 0.75 BOOMS AND/OR LEADS OF 180
FEET UP TO AND INCLUDING 250 FEET

1.15 BOOMS AND/OR LEADS OVER 250 FEET

1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER)
WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB)
SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR
WORKED ON SAID CRANE (50 TONS AND OVER) IN
ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF
180 FEET UP TO AND INCLUDING 250 FEET

1.25 BOOMS OVER 250 FEET

1.75.....\$ 60.24 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 10:
CHICAGO BOOM; COLD PLANERS; HEAVY DUTY REPAIRMAN OR
WELDER; HOIST AND/OR WINCH (3 DRUMS); HYDRAULIC
SKOOPER (KOEHRING AND SIMILAR); LOADER (OVER 6 CU.

YDS. UP TO AND INCLUDING 12 CU. YDS.); SAURMAN TYPE DRAGLINE (OVER 5 CU. YDS.); SELF-PROPELLED, RUBBER-TIRED EARTHMOVING EQUIPMENT (OVER 20 CU. YDS. UP TO AND INCLUDING 31 CU. YDS.) (637D AND SIMILAR); SOIL STABILIZER (P & H OR EQUAL); SUB-GRADER (GURRIES OR OTHER AUTOMATIC TYPE); TRACTORS (D-9 OR EQUIVALENT, ALL ATTACHMENTS); TRACTOR (TANDEM SCRAPER); WATCH ENGINEER. BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET	0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET	1.15 BOOMS AND/OR LEADS OVER 250 FEET	1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET
	1.25 BOOMS OVER 250 FEET	1.75.....\$ 60.30	35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 10A: BOAT OPERATOR; CABLE-OPERATED CRAWLER CRANE (UP TO AND INCLUDING 25 TONS); CABLE-OPERATED POWER SHOVEL, CLAMSHELL, DRAGLINE AND BACKHOE (UP TO AND INCLUDING 1 CU. YD.); DOZER D9-L; DOZER (D-10, HD41 AND SIMILAR) (ALL ATTACHMENTS); GRADALL (UP TO AND INCLUDING 1 CU. YD.); HYDRAULIC BACKHOE (OVER 3/4 CU. YDS. UP TO AND INCLUDING 2 CU. YDS.); MOBILE TRUCK CRANE OPERATOR (UP TO AND INCLUDING 25 TONS) (MOBILE TRUCK CRANE DRIVER REQUIRED); SELF-PROPELLED BOOM TYPE LIFTING DEVICE (CENTER MOUNT) (UP TO AND INCLUDING 25 TONS) (GROVE, DROTT, P&H, PETTIBONE AND SIMILAR); TRENCHER (OVER 6 FEET AND 750 H.P. OR MORE); WATCH ENGINEER (STEAM OR

ELECTRIC). BOOMS AND/OR LEADS (HOURLY PREMIUMS):
 THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM
 OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE
 (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE,
 SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR
 WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE
 WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP
 TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100
 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130
 FEET UP TO BUT NOT INCLUDING 180 FEET
 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND
 INCLUDING 250 FEET 1.15

BOOMS AND/OR LEADS OVER 250 FEET 1.50 THE
 OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM
 OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A
 PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE
 (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING
 SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING
 250 FEET 1.25 BOOMS
 OVER 250 FEET

1.75.....\$ 60.45 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 11:
 AUTOMATIC SLIP FORM PAVER (CONCRETE OR ASPHALT);
 BAND WAGON (IN CONJUNCTION WITH WHEEL EXCAVATOR);
 CABLE-OPERATED CRAWLER CRANES (OVER 25 TONS BUT
 LESS THAN 50 TONS); CABLE-OPERATED POWER SHOVEL,
 CLAMSHELL, DRAGLINE AND BACKHOE (OVER 1 CU. YD. UP
 TO 7 CU. YDS.); GRADALL (OVER 1 CU. YDS. UP TO 7
 CU. YDS.); DW-10, 20, ETC. (TANDEM); EARTHMOVING
 MACHINES (MULTIPLE PROPULSION POWER UNITS AND 2 OR
 MORE SCRAPERS) (UP TO AND INCLUDING 35 CU. YDS., ""
 STRUCK"" M.R.C.); HIGHLINE CABLEWAY; HYDRAULIC
 BACKHOE (OVER 2 CU. YDS. UP TO AND INCLUDING 4 CU.
 YDS.); LEVERMAN; LIFT SLAB MACHINE; LOADER (OVER 12
 CU. YDS); MASTER BOAT OPERATOR; MOBILE TRUCK CRANE
 OPERATOR (OVER 25 TONS BUT LESS THAN 50 TONS);
 (MOBILE TRUCK CRANE DRIVER REQUIRED); PRE-STRESS
 WIRE WRAPPING MACHINE; SELF-PROPELLED BOOM-TYPE
 LIFTING DEVICE (CENTER MOUNT) (OVER 25 TONS M.R.C);
 SELF-PROPELLED COMPACTOR (WITH MULTIPLE-PROPULSION
 POWER UNITS); SINGLE ENGINE RUBBER TIERED
 EARTHMOVING MACHINE (WITH TANDEM SCRAPER); TANDEM
 CATS; TRENCHER (PULLING ATTACHED SHIELD). BOOMS

AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.15 BOOMS AND/OR

LEADS OVER 250 FEET 1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.25 BOOMS OVER 250 FEET

1.75.....\$ 60.60 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 12: CLAMSHELL OR DIPPER OPERATOR; DERRICKS; DRILL RIGS; MULTI-PROPULSION EARTHMOVING MACHINES (2 OR MORE SCRAPERS) (OVER 35 CU. YDS. ""STRUCK""M.R.C.);

OPERATORS (DERRICKS, PILEDRIVERS AND CRANES); POWER SHOVELS AND DRAGLINES (7 CU. YDS. M.R.C. AND OVER); SELF-PROPELLED RUBBER-TIRED EARTHMOVING EQUIPMENT (OVER 31 CU. YDS.) (657B AND SIMILAR); WHEEL EXCAVATOR (UP TO AND INCLUDING 750 CU. YDS. PER HOUR); WHEEL EXCAVATOR (OVER 750 CU. YDS. PER HOUR).\$ 60.96 35.68

POWER EQUIPMENT OPERATOR - TUNNEL WORK, GROUP 12A: DOZER (D-11 OR SIMILAR OR LARGER); HYDRAULIC EXCAVATORS (OVER 4 CU. YDS.); LIFTING CRANES (50 TONS AND OVER); PIONEERING DOZER/BACKHOE (INITIAL CLEARING AND EXCAVATION FOR THE PURPOSE OF PROVIDING ACCESS FOR OTHER EQUIPMENT WHERE THE TERRAIN WORKED INVOLVES 1-TO-1 SLOPES THAT ARE 50 FEET IN HEIGHT OR DEPTH, THE SCOPE OF THIS WORK DOES NOT INCLUDE NORMAL CLEARING AND GRUBBING ON USUAL HILLY TERRAIN NOR THE EXCAVATION WORK ONCE THE ACCESS IS PROVIDED); POWER BLADE OPERATOR (CAT

12 OR EQUIVALENT OR OVER); STRADDLE LIFTS (OVER 50 TONS); TOWER CRANE, MOBILE; TRAVELING TRUSS CRANES; UNIVERSAL, LIEBHER, LINDEN, AND SIMILAR TYPES OF TOWER CRANES (IN THE ERECTION, DISMANTLING, AND MOVING OF EQUIPMENT THERE SHALL BE AN ADDITIONAL OPERATING ENGINEER OR HEAVY DUTY REPAIRMAN); YO-YO CAT OR DOZER. BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET 0.50 BOOMS

AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET

1.15 BOOMS AND/OR LEADS OVER 250 FEET
1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET

1.25 BOOMS OVER 250 FEET

1.75.....\$ 61.32 35.68

POWER EQUIPMENT OPERATORS:, GROUP 1: FORK LIFT (UP TO AND INCLUDING 10 TONS); PARTSMAN (HEAVY DUTY REPAIR SHOP PARTS ROOM WHEN NEEDED). BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET

1.15 BOOMS AND/OR LEADS OVER

250 FEET 1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET

1.25 BOOMS OVER 250 FEET

1.75.....\$ 57.66 35.68

POWER EQUIPMENT OPERATORS:, GROUP 2: CONVEYOR OPERATOR (HANDLING BUILDING MATERIAL); HYDRAULIC MONITOR; MIXER BOX OPERATOR (CONCRETE PLANT). BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.15 BOOMS AND/OR

LEADS OVER 250 FEET 1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.25 BOOMS

OVER 250 FEET

1.75.....\$ 57.77 35.68

POWER EQUIPMENT OPERATORS:, GROUP 3: BRAKEMAN; DECKHAND; FIREMAN; OILER; OILER/GRADECHECKER; SIGNALMAN; SWITCHMAN; HIGHLINE CABLEWAY SIGNALMAN; BARGEMAN; BUNKERMAN; CONCRETE CURING MACHINE (SELF-PROPELLED, AUTOMATICALLY APPLIED UNIT ON STREETS, HIGHWAYS, AIRPORTS AND CANALS); LEVEEMAN; ROLLER (5 TONS AND UNDER); TUGGER HOIST. BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER

HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.15 BOOMS AND/OR

LEADS OVER 250 FEET 1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.25 BOOMS

OVER 250 FEET

1.75.....\$ 57.94 35.68

POWER EQUIPMENT OPERATORS:, GROUP 4: BOOM TRUCK OR DUAL PURPOSE ""A"" FRAME TRUCK (5 TONS OR LESS); CONCRETE PLACING BOOM (BUILDING CONSTRUCTION); DINKY OPERATOR; ELEVATOR OPERATOR; HOIST AND/OR WINCH (ONE DRUM); STRADDLE TRUCK (ROSS CARRIER, HYSTER AND SIMILAR). BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET 0.50 BOOMS

AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET

1.15 BOOMS AND/OR LEADS OVER 250 FEET 1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET

1.25 BOOMS OVER 250 FEET

1.75.....\$ 58.21	35.68
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POWER EQUIPMENT OPERATORS:, GROUP 5: ASPHALT PLANT
FIREMAN; COMPRESSORS, PUMPS, GENERATORS AND WELDING
MACHINES (""BANK"" OF 9 OR MORE, INDIVIDUALLY OR
COLLECTIVELY); CONCRETE PUMPS OR PUMPCRETE GUNS;
LUBRICATION AND SERVICE ENGINEER (GREASE RACK);
SCREEDMAN BOOMS AND/OR LEADS (HOURLY PREMIUMS):
THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM
OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE
(UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE,
SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR
WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE
WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP
TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100
FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET	
0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET	1.15
BOOMS AND/OR LEADS OVER 250 FEET	1.50

THE
OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM
OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A
PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE
(50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING
SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING
250 FEET

1.25 BOOMS OVER 250 FEET	
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1.75.....\$ 58.52	35.68
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POWER EQUIPMENT OPERATORS:, GROUP 6: BOOM TRUCK OR
DUAL PURPOSE ""A""FRAME TRUCK (OVER 5 TONS);
COMBINATION LOADER/BACKHOE (UP TO AND INCLUDING 3/4
CU. YD.); CONCRETE BATCH PLANTS (WET OR DRY);
CONCRETE CUTTER, GROOVER AND/OR GRINDER
(SELF-PROPELLED UNIT ON STREETS, HIGHWAYS,
AIRPORTS, AND CANALS); CONVEYOR OR CONCRETE PUMP
(TRUCK OR EQUIPMENT MOUNTED); DRILLING MACHINERY
(NOT TO APPLY TO WATERLINERS, WAGON DRILLS OR JACK
HAMMERS); FORK LIFT (OVER 10 TONS); LOADER (UP TO
AND INCLUDING 3 AND 1/2 CU. YDS); LULL HIGH LIFT
(UNDER 40 FEET); LUBRICATION AND SERVICE ENGINEER
(MOBILE); MAGINNIS INTERNAL FULL SLAB VIBRATOR (ON
AIRPORTS, HIGHWAYS, CANALS AND WAREHOUSES); MAN OR
MATERIAL HOIST; MECHANICAL CONCRETE FINISHER (LARGE
CLARY, JOHNSON BIDWELL, BRIDGE DECK AND SIMILAR);

MOBILE TRUCK CRANE DRIVER; PORTABLE SHOTBLAST CONCRETE CLEANING MACHINE; PORTABLE BORING MACHINE (UNDER STREETS, HIGHWAYS, ETC.); PORTABLE CRUSHER; POWER JUMBO OPERATOR (SETTING SLIP FORMS, ETC., IN TUNNELS); ROLLERS (OVER 5 TONS); SELF-PROPELLED COMPACTOR (SINGLE ENGINE); SELF-PROPELLED PAVEMENT BREAKER; SKIDSTEER LOADER WITH ATTACHMENTS; SLIP FORM PUMPS (POWER DRIVEN BY HYDRAULIC, ELECTRIC, AIR, GAS, ETC., LIFTING DEVICE FOR CONCRETE FORMS); SMALL RUBBER TIRED TRACTORS; TRENCHER (UP TO AND INCLUDING 6 FEET); UNDERBRIDGE PERSONNEL AERIAL PLATFORM (50 FEET OF PLATFORM OR LESS). BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET	0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET	1.15 BOOMS AND/OR LEADS OVER 250 FEET	1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET	1.25 BOOMS OVER 250 FEET
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1.75.....	\$ 59.17	35.68
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POWER EQUIPMENT OPERATORS:, GROUP 7: CRUSHER PLANT ENGINEER, DOZER (D-4, CASE 450, JOHN DEERE 450, AND SIMILAR); DUAL DRUM MIXER, EXTEND LIFT; HOIST AND/OR WINCH (2 DRUMS); LOADER (OVER 3 AND 1/2 CU. YDS. UP TO AND INCLUDING 6 YARDS.); MECHANICAL FINISHER OR SPREADER MACHINE (ASPHALT), (BARBER GREENE AND SIMILAR) (SCREEDMAN REQUIRED); MINE OR SHAFT HOIST; MOBILE CONCRETE MIXER (OVER 5 TONS); PIPE BENDING MACHINE (PIPELINES ONLY); PIPE CLEANING MACHINE (TRACTOR PROPELLED AND SUPPORTED);

PIPE WRAPPING MACHINE (TRACTOR PROPELLED AND SUPPORTED); ROLLER OPERATOR (ASPHALT); SELF-PROPELLED ELEVATING GRADE PLANE; SLUSHER OPERATOR; TRACTOR (WITH BOOM) (D-6, OR SIMILAR); TRENCHER (OVER 6 FEET AND LESS THAN 200 H.P.); WATER TANKER (PULLED BY EUCLIDS, T-PULLS, DW-10, 20 OR 21, OR SIMILAR); WINCHMAN (STERN WINCH ON DREDGE). BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET	
0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET	1.15
BOOMS AND/OR LEADS OVER 250 FEET	1.50

THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET

1.25 BOOMS OVER 250 FEET	
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1.75.....	\$ 59.49	35.68
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POWER EQUIPMENT OPERATORS:, GROUP 8: ASPHALT PLANT OPERATOR; BARGE MATE (SEAGOING); CAST-IN-PLACE PIPE LAYING MACHINE; CONCRETE BATCH PLANT (MULTIPLE UNITS); CONVEYOR OPERATOR (TUNNEL); DECKMATE; DOZER (D-6 AND SIMILAR); FINISHING MACHINE OPERATOR (AIRPORTS AND HIGHWAYS); GRADESETTER; KOLMAN LOADER (AND SIMILAR); MUCKING MACHINE (CRAWLER-TYPE); MUCKING MACHINE (CONVEYOR-TYPE); NO-JOINT PIPE LAYING MACHINE; PORTABLE CRUSHING AND SCREENING PLANT; POWER BLADE OPERATOR (UNDER 12); SAURMAN TYPE DRAGLINE (UP TO AND INCLUDING 5 YDS.); STATIONARY PIPE WRAPPING, CLEANING AND BENDING MACHINE; SURFACE HEATER AND PLANER OPERATOR, TRACTOR (D-6 AND SIMILAR); TRI-BATCH PAVER; TUNNEL BADGER; TUNNEL MOLE AND/OR BORING MACHINE OPERATOR

UNDERBRIDGE PERSONNEL AERIAL PLATFORM (OVER 50 FEET OF PLATFORM). BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET 0.50 BOOMS

AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET

1.15 BOOMS AND/OR LEADS OVER 250 FEET
1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET

1.25 BOOMS OVER 250 FEET

1.75.....\$ 59.60 35.68

POWER EQUIPMENT OPERATORS:, GROUP 9: COMBINATION MIXER AND COMPRESSOR (GUNITE); DO-MOR LOADER AND ADAMS ELEGRADER; DOZER (D-7 OR EQUAL); WHEEL AND/OR LADDER TRENCHER (OVER 6 FEET AND 200 TO 749 H.P.). BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.15 BOOMS AND/OR LEADS OVER 250 FEET 1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS

AND OVER) IN ACCORDANCE WITH THE FOLLOWING
SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING
250 FEET 1.25 BOOMS
OVER 250 FEET

1.75.....\$ 59.71 35.68

POWER EQUIPMENT OPERATORS:, GROUP 9A: DOZER (D-8
AND SIMILAR); GRADESETTER (WHEN REQUIRED BY THE
CONTRACTOR TO WORK FROM DRAWINGS, PLANS OR
SPECIFICATIONS WITHOUT THE DIRECT SUPERVISION OF A
FOREMAN OR SUPERINTENDENT); PUSH CAT; SCRAPERS (UP
TO AND INCLUDING 20 CU. YDS); SELF-PROPELLED
COMPACTOR WITH DOZER; SELF-PROPELLED, RUBBER-TIRED
EARTHMOVING EQUIPMENT (UP TO AND INCLUDING 20 CU.
YDS) (621 BAND AND SIMILAR); SHEEP'S FOOT; TRACTOR
(D-8 AND SIMILAR); TRACTORS WITH BOOM (LARGER THAN
D-6, AND SIMILAR). BOOMS AND/OR LEADS (HOURLY
PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS)
WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR
OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET
OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH
HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN
ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF
80 FEET UP TO BUT NOT INCLUDING 130 FEET OR
LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130
FEET 0.50 BOOMS

AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING
180 FEET 0.75 BOOMS AND/OR LEADS OF 180
FEET UP TO AND INCLUDING 250 FEET

1.15 BOOMS AND/OR LEADS OVER 250 FEET

1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER)
WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB)
SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR
WORKED ON SAID CRANE (50 TONS AND OVER) IN
ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF
180 FEET UP TO AND INCLUDING 250 FEET

1.25 BOOMS OVER 250 FEET

1.75.....\$ 59.94 35.68

POWER EQUIPMENT OPERATORS:, GROUP 10: CHICAGO BOOM;
COLD PLANERS; HEAVY DUTY REPAIRMAN OR WELDER; HOIST
AND/OR WINCH (3 DRUMS); HYDRAULIC SKOOPER (KOEHRING
AND SIMILAR); LOADER (OVER 6 CU. YDS. UP TO AND
INCLUDING 12 CU. YDS.); SAURMAN TYPE DRAGLINE (OVER
5 CU. YDS.); SELF-PROPELLED, RUBBER-TIRED
EARTHMOVING EQUIPMENT (OVER 20 CU. YDS. UP TO AND

INCLUDING 31 CU. YDS.) (637D AND SIMILAR); SOIL STABILIZER (P & H OR EQUAL); SUB-GRADER (GURRIES OR OTHER AUTOMATIC TYPE); TRACTORS (D-9 OR EQUIVALENT, ALL ATTACHMENTS); TRACTOR (TANDEM SCRAPER); WATCH ENGINEER. BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET
0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.15

BOOMS AND/OR LEADS OVER 250 FEET 1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.25 BOOMS

OVER 250 FEET
1.75.....\$ 60.00 35.68

POWER EQUIPMENT OPERATORS:, GROUP 10A: BOAT OPERATOR; CABLE-OPERATED CRAWLER CRANE (UP TO AND INCLUDING 25 TONS); CABLE-OPERATED POWER SHOVEL, CLAMSHELL, DRAGLINE AND BACKHOE (UP TO AND INCLUDING 1 CU. YD.); DOZER D9-L; DOZER (D-10, HD41 AND SIMILAR) (ALL ATTACHMENTS); GRADALL (UP TO AND INCLUDING 1 CU. YD.); HYDRAULIC BACKHOE (OVER 3/4 CU. YDS. UP TO AND INCLUDING 2 CU. YDS.); MOBILE TRUCK CRANE OPERATOR (UP TO AND INCLUDING 25 TONS) (MOBILE TRUCK CRANE DRIVER REQUIRED); SELF-PROPELLED BOOM TYPE LIFTING DEVICE (CENTER MOUNT) (UP TO AND INCLUDING 25 TONS) (GROVE, DROTT, P&H, PETTIBONE AND SIMILAR; TRENCHER (OVER 6 FEET AND 750 H.P. OR MORE); WATCH ENGINEER (STEAM OR ELECTRIC). BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE,

SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR
 WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE
 WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP
 TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100
 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130
 FEET UP TO BUT NOT INCLUDING 180 FEET
 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND
 INCLUDING 250 FEET 1.15

BOOMS AND/OR LEADS OVER 250 FEET 1.50 THE
 OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM
 OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A
 PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE
 (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING
 SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING
 250 FEET 1.25 BOOMS

OVER 250 FEET

1.75.....\$ 60.15 35.68

POWER EQUIPMENT OPERATORS:, GROUP 11: AUTOMATIC
 SLIP FORM PAVER (CONCRETE OR ASPHALT); BAND WAGON
 (IN CONJUNCTION WITH WHEEL EXCAVATOR);
 CABLE-OPERATED CRAWLER CRANES (OVER 25 TONS BUT
 LESS THAN 50 TONS); CABLE-OPERATED POWER SHOVEL,
 CLAMSHELL, DRAGLINE AND BACKHOE (OVER 1 CU. YD. UP
 TO 7 CU. YDS.); GRADALL (OVER 1 CU. YDS. UP TO 7
 CU. YDS.); DW-10, 20, ETC. (TANDEM); EARTHMOVING
 MACHINES (MULTIPLE PROPULSION POWER UNITS AND 2 OR
 MORE SCRAPERS) (UP TO AND INCLUDING 35 CU. YDS., ""
 STRUCK"" M.R.C.); HIGHLINE CABLEWAY; HYDRAULIC
 BACKHOE (OVER 2 CU. YDS. UP TO AND INCLUDING 4 CU.
 YDS.); LEVERMAN; LIFT SLAB MACHINE; LOADER (OVER 12
 CU. YDS); MASTER BOAT OPERATOR; MOBILE TRUCK CRANE
 OPERATOR (OVER 25 TONS BUT LESS THAN 50 TONS);
 (MOBILE TRUCK CRANE DRIVER REQUIRED); PRE-STRESS
 WIRE WRAPPING MACHINE; SELF-PROPELLED BOOM-TYPE
 LIFTING DEVICE (CENTER MOUNT) (OVER 25 TONS M.R.C);
 SELF-PROPELLED COMPACTOR (WITH MULTIPLE-PROPULSION
 POWER UNITS); SINGLE ENGINE RUBBER TIRED
 EARTHMOVING MACHINE (WITH TANDEM SCRAPER); TANDEM
 CATS; TRENCHER (PULLING ATTACHED SHIELD). BOOMS
 AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A
 CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR
 MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS)
 WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER

HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET 0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.15 BOOMS AND/OR

LEADS OVER 250 FEET 1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.25 BOOMS

OVER 250 FEET

1.75.....\$ 60.30 35.68

POWER EQUIPMENT OPERATORS:, GROUP 12 CLAMSHELL OR DIPPER OPERATOR; DERRICKS; DRILL RIGS; MULTI-PROPULSION EARTHMOVING MACHINES (2 OR MORE SCRAPERS) (OVER 35 CU. YDS. ""STRUCK""M.R.C.); OPERATORS (DERRICKS, PILEDRIVERS AND CRANES); POWER SHOVELS AND DRAGLINES (7 CU. YDS. M.R.C. AND OVER); SELF-PROPELLED RUBBER-TIRED EARTHMOVING EQUIPMENT (OVER 31 CU. YDS.) (657B AND SIMILAR); WHEEL EXCAVATOR (UP TO AND INCLUDING 750 CU. YDS. PER HOUR); WHEEL EXCAVATOR (OVER 750 CU. YDS. PER HOUR). BOOMS AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS) WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO BUT NOT INCLUDING 180 FEET

0.75 BOOMS AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250 FEET 1.15

BOOMS AND/OR LEADS OVER 250 FEET 1.50 THE OPERATOR OF A CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR MORE (INCLUDING JIB) SHALL RECEIVE A

PER HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE
(50 TONS AND OVER) IN ACCORDANCE WITH THE FOLLOWING
SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING
250 FEET 1.25 BOOMS

OVER 250 FEET

1.75.....\$ 60.66 35.68

POWER EQUIPMENT OPERATORS:, GROUP 12A: DOZER (D-11
OR SIMILAR OR LARGER); HYDRAULIC EXCAVATORS (OVER 4
CU. YDS.); LIFTING CRANES (50 TONS AND OVER);

PIONEERING DOZER/BACKHOE (INITIAL CLEARING AND
EXCAVATION FOR THE PURPOSE OF PROVIDING ACCESS FOR
OTHER EQUIPMENT WHERE THE TERRAIN WORKED INVOLVES
1-TO-1 SLOPES THAT ARE 50 FEET IN HEIGHT OR DEPTH,

THE SCOPE OF THIS WORK DOES NOT INCLUDE NORMAL
CLEARING AND GRUBBING ON USUAL HILLY TERRAIN NOR
THE EXCAVATION WORK ONCE THE ACCESS IS PROVIDED);

POWER BLADE OPERATOR (CAT 12 OR EQUIVALENT OR
OVER); STRADDLE LIFTS (OVER 50 TONS); TOWER CRANE,
MOBILE; TRAVELING TRUSS CRANES; UNIVERSAL, LIEBHERR,
LINDEN, AND SIMILAR TYPES OF TOWER CRANES (IN THE
ERECTION, DISMANTLING, AND MOVING OF EQUIPMENT

THERE SHALL BE AN ADDITIONAL OPERATING ENGINEER OR
HEAVY DUTY REPAIRMAN); YO-YO CAT OR DOZER. BOOMS

AND/OR LEADS (HOURLY PREMIUMS): THE OPERATOR OF A
CRANE (UNDER 50 TONS) WITH A BOOM OF 80 FEET OR
MORE (INCLUDING JIB), OR OF A CRANE (UNDER 50 TONS)

WITH LEADS OF 100 FEET OR MORE, SHALL RECEIVE A PER
HOUR PREMIUM FOR EACH HOUR WORKED ON SAID CRANE

(UNDER 50 TONS) IN ACCORDANCE WITH THE FOLLOWING
SCHEDULE: BOOMS OF 80 FEET UP TO BUT NOT

INCLUDING 130 FEET OR LEADS OF 100 FEET UP TO BUT
NOT INCLUDING 130 FEET

0.50 BOOMS AND/OR LEADS OF 130 FEET UP TO
BUT NOT INCLUDING 180 FEET 0.75 BOOMS

AND/OR LEADS OF 180 FEET UP TO AND INCLUDING 250
FEET 1.15 BOOMS AND/OR

LEADS OVER 250 FEET 1.50 THE OPERATOR OF A
CRANE (50 TONS AND OVER) WITH A BOOM OF 180 FEET OR
MORE (INCLUDING JIB) SHALL RECEIVE A PER HOUR
PREMIUM FOR EACH HOUR WORKED ON SAID CRANE (50 TONS
AND OVER) IN ACCORDANCE WITH THE FOLLOWING

SCHEDULE: BOOMS OF 180 FEET UP TO AND INCLUDING
250 FEET 1.25 BOOMS

OVER 250 FEET

1.75.....	\$ 61.02	35.68	
POWER EQUIPMENT OPERATORS:, GROUP 13: TRUCK DRIVER (UTILITY, FLATBED, ETC.).....	\$ 57.94	35.68	
POWER EQUIPMENT OPERATORS:, GROUP 13A: DUMP TRUCK, 8 CU.YDS. AND UNDER (WATER LEVEL); WATER TRUCK (UP TO AND INCLUDING 2,000 GALLONS).....	\$ 58.21	35.68	
POWER EQUIPMENT OPERATORS:, GROUP 13B: WATER TRUCK (OVER 2,000 GALLONS); TANDEM DUMP TRUCK, OVER 8 CU. YDS. (WATER LEVEL).....	\$ 58.52	35.68	
POWER EQUIPMENT OPERATORS:, GROUP 13C: TRUCK DRIVER (SEMI-TRAILER. ROCK CANS, SEMI-DUMP OR ROLL-OFFS)...	\$ 59.17	35.68	
POWER EQUIPMENT OPERATORS:, GROUP 13D: TRUCK DRIVER (SLIP-IN OR PUP).....	\$ 59.49	35.68	
POWER EQUIPMENT OPERATORS:, GROUP 13E: END DUMPS, UNLICENSED (EUCLID, MACK, CATERPILLAR OR SIMILAR); TRACTOR TRAILER (HAULING EQUIPMENT); TANDEM TRUCKS HOOKED UP TO TRAILER (HAULING EQUIPMENT)	\$ 59.60	35.68	
STAND-BY DIVER: (AQUA LUNG) (SCUBA).....	\$ 62.97	35.68	
STAND-BY DIVER: OTHER THAN AQUA LUNG.....	\$ 62.97	35.68	

ENGI0003-004 09/01/2025

	Rates	Fringes	
DREDGING (BOAT OPERATORS): BOAT DECKHAND.....	\$ 57.94	35.68	
DREDGING (BOAT OPERATORS): BOAT OPERATOR.....	\$ 60.15	35.68	
DREDGING (BOAT OPERATORS): MASTER BOAT OPERATOR.....	\$ 60.30	35.68	
DREDGING:, CLAMSHELL OR DIPPER DREDGING: GROUP 1: CLAMSHELL OR DIPPER OPERATOR.....	\$ 60.66	35.68	
DREDGING:, CLAMSHELL OR DIPPER DREDGING: GROUP 2: MECHANIC OR WELDER; WATCH ENGINEER.....	\$ 60.00	35.68	
DREDGING:, CLAMSHELL OR DIPPER DREDGING: GROUP 3: BARGE MATE; DECKMATE.....	\$ 59.60	35.68	
DREDGING:, CLAMSHELL OR DIPPER DREDGING: GROUP 4: BARGEMAN; DECKHAND; FIREMAN; OILER. HYDRAULIC SUCTION DREDGING CLASSIFICATIONS.....	\$ 57.94	35.68	
DREDGING:, DERRICKS: GROUP 1: OPERATORS (DERRICKS, PILEDRIERS AND CRANES).	\$ 60.66	35.68	
DREDGING:, DERRICKS: GROUP 2: SAURMAN TYPE DRAGLINE (OVER 5 CUBIC YARDS).	\$ 60.00	35.68	
DREDGING:, DERRICKS: GROUP 3: DECKMATE; SAURMAN TYPE DRAGLINE (UP TO AND INCLUDING 5 YARDS).	\$ 59.60	35.68	
DREDGING:, DERRICKS: GROUP 4: DECKHAND, FIREMAN, OILER.....	\$ 57.94	35.68	

DREDGING:, HYDRAULIC SUCTION DREDGES: GROUP 1:		
LEVERMAN.	\$ 60.30	35.68
DREDGING:, HYDRAULIC SUCTION DREDGES: GROUP 2:		
WATCH ENGINEER (STEAM OR ELECTRIC).	\$ 60.15	35.68
DREDGING:, HYDRAULIC SUCTION DREDGES: GROUP 3:		
MECHANIC OR WELDER.	\$ 60.00	35.68
DREDGING:, HYDRAULIC SUCTION DREDGES: GROUP 4:		
DOZER OPERATOR.	\$ 59.94	35.68
DREDGING:, HYDRAULIC SUCTION DREDGES: GROUP 5:		
DECKMATE.	\$ 59.60	35.68
DREDGING:, HYDRAULIC SUCTION DREDGES: GROUP 6:		
WINCHMAN (STERN WINCH ON DREDGE).....	\$ 59.49	35.68
DREDGING:, HYDRAULIC SUCTION DREDGES: GROUP 7:		
DECKHAND (CAN OPERATE ANCHOR SCOW UNDER DIRECTION OF DECKMATE); FIREMAN; LEVEEMAN; OILER.....	\$ 57.94	35.68

ENGI0003-044 09/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATORS (PAVING): ASPHALT CONCRETE MATERIAL TRANSFER.....	\$ 58.67	34.86
POWER EQUIPMENT OPERATORS (PAVING): ASPHALT PLANT OPERATOR.....	\$ 59.07	34.86
POWER EQUIPMENT OPERATORS (PAVING): ASPHALT RAKER...	\$ 57.68	34.86
POWER EQUIPMENT OPERATORS (PAVING): ASPHALT SPREADER OPERATOR.....	\$ 59.16	34.86
POWER EQUIPMENT OPERATORS (PAVING): COLD PLANER.....	\$ 59.47	34.86
POWER EQUIPMENT OPERATORS (PAVING): COMBINATION LOADER/BACKHOE (OVER 3/4 CU.YD.).....	\$ 57.68	34.86
POWER EQUIPMENT OPERATORS (PAVING): COMBINATION LOADER/BACKHOE (UP TO 3/4 CU.YD.).....	\$ 56.70	34.86
POWER EQUIPMENT OPERATORS (PAVING): CONCRETE SAWS AND/OR GRINDER (SELF-PROPELLED UNIT ON STREETS, HIGHWAYS, AIRPORTS AND CANALS).....	\$ 58.64	34.86
POWER EQUIPMENT OPERATORS (PAVING): GRADER.....	\$ 59.47	34.86
POWER EQUIPMENT OPERATORS (PAVING): LABORER, HAND ROLLER.....	\$ 57.18	34.86
POWER EQUIPMENT OPERATORS (PAVING): LOADER (2 1/2 CU. YDS. AND UNDER).....	\$ 58.64	34.86
POWER EQUIPMENT OPERATORS (PAVING): LOADER (OVER 2 1/2 CU. YDS. TO AND INCLUDING 5 CU. YDS.).....	\$ 58.96	34.86
POWER EQUIPMENT OPERATORS (PAVING): ROLLER OPERATOR (FIVE TONS AND UNDER).....	\$ 57.41	34.86
POWER EQUIPMENT OPERATORS (PAVING): ROLLER OPERATOR		

(OVER FIVE TONS).....	\$ 58.84	34.86	
POWER EQUIPMENT OPERATORS (PAVING): SCREED PERSON...	\$ 58.64		34.86
POWER EQUIPMENT OPERATORS (PAVING): SOIL STABILIZER.	\$ 59.47		34.86

IRON0625-001 09/01/2025

	Rates	Fringes	
IRONWORKERS A. EMPLOYEES WILL BE PAID \$.50 PER HOUR MORE WHILE WORKING IN TUNNELS AND COFFER DAMS; \$1.00 PER HOUR MORE WHEN REQUIRED TO WORK UNDER OR ARE COVERED WITH WATER (SUBMERGED) AND WHEN THEY ARE REQUIRED TO WORK ON THE SUMMIT OF MAUNA KEA, MAUNA LOA OR HALEAKALA.....			
	\$ 50.50		43.46

LABO0368-001 09/02/2024

	Rates	Fringes	
LABORERS: DRILLER.....	\$ 44.75		25.96
LABORERS: FINAL CLEAN UP.....	\$ 31.40		21.37
LABORERS: GUNITE/SHOTCRETE OPERATOR AND HIGH SCALER.	\$ 42.25		25.96
LABORERS: MASON TENDER/HOD CARRIER.....	\$ 42.25		25.96
LABORERS: POWDERMAN.....	\$ 42.75		25.96
LABORERS: WINDOW WASHER (BOSUN CHAIR).....	\$ 41.25		25.96
SEE LABORERS: LABORER I IN FOOTER.....	\$ 41.75		25.96
SEE LABORERS: LABORER II IN FOOTER.....	\$ 39.15		25.96

LABO0368-002 09/03/2024

	Rates	Fringes	
LANDSCAPE & IRRIGATION LABORERS, GROUP 1: INSTALLATION OF NON-POTABLE PERMANENT OR TEMPORARY IRRIGATION WATER SYSTEMS PERFORMED FOR THE PURPOSES OF LANDSCAPING AND IRRIGATION ARCHITECTURAL HORTICULTURAL WORK; THE INSTALLATION OF DRINKING FOUNTAINS AND PERMANENT OR TEMPORARY IRRIGATION SYSTEMS USING POTABLE WATER FOR LANDSCAPING AND IRRIGATION ARCHITECTURAL HORTICULTURAL PURPOSES ONLY. THIS WORK INCLUDES (A) THE INSTALLATION OF ALL HEADS, RISERS, VALVES, VALVE BOXES, VACUUM BREAKERS (PRESSURE AND NON-PRESSURE), LOW VOLTAGE ELECTRICAL LINES AND, PROVIDED SUCH WORK INVOLVES ELECTRICAL WIRING THAT WILL CARRY 24 VOLTS OR LESS, THE INSTALLATION OF SENSORS, MASTER CONTROL PANELS, DISPLAY BOARDS, JUNCTION BOXES, CONDUCTORS,			

INCLUDING ALL OTHER COMPONENTS FOR CONTROLLERS, (B) AND METALLIC (COPPER, BRASS, GALVANIZED, OR SIMILAR) PIPE, AS WELL AS PVC OR OTHER PLASTIC PIPE INCLUDING ALL WORK INCIDENTAL THERETO, I.E., UNLOADING, HANDLING AND DISTRIBUTION OF ALL PIPES FITTINGS, TOOLS, MATERIALS AND EQUIPMENT, (C) ALL SOLDERING WORK IN CONNECTION WITH THE ABOVE WHETHER DONE BY TORCH, SOLDERING IRON, OR OTHER MEANS; (D) TIE-IN TO MAIN LINES, THRUST BLOCKS (BOTH PRECAST AND POURED IN PLACE), PIPE HANGERS AND SUPPORTS INCIDENTAL TO INSTALLATION OF THE ENTIRE IRRIGATION SYSTEM, (E) MAKING OF PRESSURE TESTS, START-UP TESTING, FLUSHING, PURGING, WATER BALANCING, PLACING INTO OPERATION ALL IRRIGATION EQUIPMENT, FIXTURES AND APPURTENANCES INSTALLED UNDER THIS AGREEMENT, AND (F) THE FABRICATION, REPLACEMENT, REPAIR AND SERVICING OF LANDSCAPING AND IRRIGATION SYSTEMS. OPERATION OF HAND-HELD GAS, AIR, ELECTRIC, OR SELF-POWERED TOOLS AND EQUIPMENT USED IN THE PERFORMANCE OF LANDSCAPE AND IRRIGATION WORK IN CONNECTION WITH ARCHITECTURAL HORTICULTURE; CHOKE-SETTING, SIGNALING, AND RIGGING FOR EQUIPMENT OPERATORS ON JOB-SITE IN THE PERFORMANCE OF SUCH LANDSCAPING AND IRRIGATION WORK; CONCRETE WORK (WET OR DRY) PERFORMED IN CONNECTION WITH SUCH LANDSCAPING AND IRRIGATION WORK. THIS WORK SHALL ALSO INCLUDE THE SETTING OF ROCK, STONE, OR RIPRAP IN CONNECTION WITH SUCH LANDSCAPE, WATERSCAPE, ROCKSCAPE, AND IRRIGATION WORK; GRUBBING, PICK AND SHOVEL EXCAVATION, AND HAND ROLLING OR TAMPING IN CONNECTION WITH THE PERFORMANCE OF SUCH LANDSCAPING AND IRRIGATION WORK; SPRIGGING, HANDSEEDING, AND PLANTING OF TREES, SHRUBS, GROUND COVERS, AND OTHER PLANTINGS AND THE PERFORMANCE OF ALL TYPES OF GARDENING AND HORTICULTURAL WORK RELATING TO SAID PLANTING; OPERATION OF FLAT BED TRUCKS (UP TO AND INCLUDING 2 1/2 TONS).:\$ 28.40 17.15

LANDSCAPE & IRRIGATION LABORERS, GROUP 3:
 MAINTENANCE OF TREES, SHRUBS, GROUND COVERS, LAWNS AND OTHER PLANTED AREAS, INCLUDING THE REPLANTING OF TREES, SHRUBS, GROUND COVERS, AND OTHER PLANTINGS THAT DID NOT ""TAKE"" OR WHICH ARE DAMAGED; PROVIDED, HOWEVER, THAT RE-PLANTING THAT REQUIRES THE USE OF EQUIPMENT, MACHINERY, OR POWER TOOLS

SHALL BE PAID FOR AT THE RATE OF PAY SPECIFIED UNDER LANDSCAPE AND IRRIGATION LABORER, GROUP 1; RAKING, MOWING, TRIMMING, AND RUNING, INCLUDING THE USE OF ""WEED EATERS"", HEDGE TRIMMERS, VACUUMS, BLOWERS, AND OTHER HAND-HELD GAS, AIR, ELECTRIC, OR SELF-POWERED TOOLS, AND THE OPERATION OF LAWN MOWERS (NOTE: THE OPERATION OF SIT-DOWN TYPE AND ""GANG"" MOWERS SHALL BE PAID FOR AT THE RATE OF PAY SPECIFIED UNDER LANDSCAPE & IRRIGATION LABORER, GROUP 2); GUYWIRING, STAKING, PROPPING, AND SUPPORTING TREES; FERTILIZING, CHEMICAL SPRAYING USING SPRAY EQUIPMENT WITH LESS THAN 200 GALLON CAPACITY, MAINTAINING IRRIGATION AND SPRINKLER SYSTEMS, INCLUDING THE STAKING, CLAMPING, AND ADJUSTMENT OF RISERS, AND THE ADJUSTMENT AND/OR REPLACEMENT OF SPRINKLER HEADS, (NOTE: THE CLEANING AND GLUING OF PIPE AND FITTINGS SHALL BE PAID FOR AT THE RATE OF PAY SPECIFIED UNDER LANDSCAPE & IRRIGATION LABORER(GROUP 1); WATERING BY HAND OR SPRINKLER SYSTEM AND THE PEFORMANCE OF OTHER TYPES OF GARDENING, YARDMAN, AND HORTICULTURAL-RELATED WORK.....\$ 23.00 17.15

LANDSCAPE & IRRIGATION LABORERS, GROUP 2: LAYOUT OF IRRIGATION AND OTHER NON-POTABLE IRRIGATION WATER SYSTEMS AND THE LAYOUT OF DRINKING FOUNTAINS AND OTHER POTABLE IRRIGATION WATER SYSTEMS IN CONNECTION WITH SUCH LANDSCAPING AND IRRIGATION WORK. THIS INCLUDES THE LAYOUT OF ALL HEADS, RISERS, VALVES, VALVE BOXES, VACUUM BREAKERS, LOW VOLTAGE ELECTRICAL LINES, HYDRAULIC AND ELECTRICAL CONTROLLERS, AND METALLIC (COPPERS, BRASS, GALVANIZED, OR SIMILAR) PIPE, AS WELL AS PVC OR OTHER PLASTIC PIPE. THIS WORK ALSO INCLUDES THE READING AND INTERPRETATION OF PLANS AND SPECIFICATIONS IN CONNECTION WITH THE LAYOUT OF LANDSCAPING, ROCKSCAPE, WATERSCAPE, AND IRRIGATION WORK; OPERATION OF HYDRO-MULCHING MACHINES (SPRAYMAN AND DRIVER), DRILLERS, TRENCHERS (RIDING TYPE, DAVIS T-66, AND SIMILAR) AND FORK LIFTS USED IN CONNECTION WITH THE PERFORMANCE OF SUCH LANDSCAPING AND IRRIGATION WORK; TREE CLIMBERS AND CHAIN SAW TREE TRIMMERS, SPORADIC OPERATION (WHEN USED IN CONNECTION WITH LANDSCAPING, ROCKSCAPE, WATERSCAPE, AND IRRIGATION WORK) OF SKID-STEER

LOADERS (BOBCAT AND SIMILAR), CRANES (BANTAM, GROVE, AND SIMILAR), HOPTOS, BACKHOES, LOADERS, ROLLERS, AND DOZERS (CASE, JOHN DEERE, AND SIMILAR), WATER TRUCKS, TRUCKS REQUIRING A STATE OF HAWAII PUBLIC UTILITIES COMMISSION TYPE 5 AND/OR TYPE 7 LICENSE, SIT-DOWN TYPE AND ""GANG"" MOWERS, AND OTHER SELF-PROPELLED, SIT-DOWN OPERATED MACHINES NOT LISTED UNDER LANDSCAPE & IRRIGATION MAINTENANCE LABORER; CHEMICAL SPRAYING USING SELF-PROPELLED POWER SPRAYING EQUIPMENT (200 GALLON CAPACITY OR MORE).....\$ 29.40 17.15

LANDSCAPE & IRRIGATION LABORERS: GROUP 2 LAYOUT OF IRRIGATION AND OTHER NON-POTABLE IRRIGATION WATER SYSTEMS AND THE LAYOUT OF DRINKING FOUNTAINS AND OTHER POTABLE IRRIGATION WATER SYSTEMS IN CONNECTION WITH SUCH LANDSCAPING AND IRRIGATION WORK. THIS INCLUDES THE LAYOUT OF ALL HEADS, RISERS, VALVES, VALVE BOXES, VACUUM BREAKERS, LOW VOLTAGE ELECTRICAL LINES, HYDRAULIC AND ELECTRICAL CONTROLLERS, AND METALLIC (COPPERS, BRASS, GALVANIZED, OR SIMILAR) PIPE, AS WELL AS PVC OR OTHER PLASTIC PIPE. THIS WORK ALSO INCLUDES THE READING AND INTERPRETATION OF PLANS AND SPECIFICATIONS IN CONNECTION WITH THE LAYOUT OF LANDSCAPING, ROCKSCAPE, WATERSCAPE, AND IRRIGATION WORK; OPERATION OF HYDRO-MULCHING MACHINES (SPRAYMAN AND DRIVER), DRILLERS, TRENCHERS (RIDING TYPE, DAVIS T-66, AND SIMILAR) AND FORK LIFTS USED IN CONNECTION WITH THE PERFORMANCE OF SUCH LANDSCAPING AND IRRIGATION WORK; TREE CLIMBERS AND CHAIN SAW TREE TRIMMERS, SPORADIC OPERATION (WHEN USED IN CONNECTION WITH LANDSCAPING, ROCKSCAPE, WATERSCAPE, AND IRRIGATION WORK) OF SKID-STEER LOADERS (BOBCAT AND SIMILAR), CRANES (BANTAM, GROVE, AND SIMILAR), HOPTOS, BACKHOES, LOADERS, ROLLERS, AND DOZERS (CASE, JOHN DEERE, AND SIMILAR), WATER TRUCKS, TRUCKS REQUIRING A STATE OF HAWAII PUBLIC UTILITIES COMMISSION TYPE 5 AND/OR TYPE 7 LICENSE, SIT-DOWN TYPE AND ""GANG"" MOWERS, AND OTHER SELF-PROPELLED, SIT-DOWN OPERATED MACHINES NOT LISTED UNDER LANDSCAPE & IRRIGATION MAINTENANCE LABORER; CHEMICAL SPRAYING USING SELF-PROPELLED POWER SPRAYING EQUIPMENT (200 GALLON CAPACITY OR MORE).....\$ 29.40 17.15

LABO0368-003 09/02/2024

	Rates	Fringes
UNDERGROUND LABORER, GROUP 1: WATCHMEN; CHANGE HOUSE ATTENDANT.....	\$ 42.35	25.91
UNDERGROUND LABORER, GROUP 2: SWAMPER; BRAKEMAN; BULL GANG-MUCKERS, TRACKMEN; DUMPMEN (ANY METHOD); CONCRETE CREW (INCLUDES RODDING AND SPREADING); GROUT CREW; REBOUNDMEN.....	\$ 43.85	25.91
UNDERGROUND LABORER, GROUP 3: CHUCKTENDERS AND CABLETENDERS; POWDERMAN (PRIME HOUSE); VIBRATORMAN, PAVEMENT BREAKERS.....	\$ 44.35	25.91
UNDERGROUND LABORER, GROUP 4: MINERS - TUNNEL (INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK); TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREOF); BLASTERS, DRILLERS, POWDERMAN (IN HEADING); MICROTUNNEL LABORER; HEADMAN; CHERRY PICKERMAN (WHERE CAR IS LIFTED); NIPPER; GROUT GUNMEN; GROUT PUMPMAN & POTMAN; GUNITE, SHOTCRETE GUNMEN & POTMEN; CONCRETE FINISHER (IN TUNNEL); CONCRETE SCREED MAN; BIT GRINDER; STEEL FORM RAISERS & SETTERS; HIGH PRESSURE NOZZLEMAN; NOZZLEMAN (ON SLICK LINE); SANDBLASTER-POTMAN (COMBINATION WORK ASSIGNMENT INTERCHANGEABLE); TUGGER.....	\$ 45.35	25.91
UNDERGROUND LABORER, GROUP 5: SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL); DIAMOND DRILLER; GUNITE OR SHOTCRETE NOZZLEMAN; RODMAN; GROUNDMAN.....	\$ 45.70	25.91
UNDERGROUND LABORER, GROUP 6: SHIFTER.....	\$ 45.95	25.91
UNDERGROUND LABORER, GROUP 7: SHIFTER (SHAFT WORK & RAISER).....	\$ 46.40	25.91

PAIN1791-001 07/01/2025

	Rates	Fringes
PAINTERS: BRUSH.....	\$ 44.05	30.05
PAINTERS: SANDBLASTER; SPRAY.....	\$ 44.05	30.05

PAIN1889-001 07/01/2025

	Rates	Fringes
GLAZIERS.....	\$ 48.50	40.20

PAIN1926-001 03/02/2025

	Rates	Fringes	
SOFT FLOOR LAYERS.....	\$ 43.27		35.18

PAIN1944-001 01/01/2025

	Rates	Fringes	
TAPER.....	\$ 47.36		32.00

PLAS0630-001 09/04/2023

	Rates	Fringes	
PLASTERER.....	\$ 46.12		34.53

PLAS0630-002 09/04/2023

	Rates	Fringes	
CEMENT MASONS.....	\$ 44.12		33.63
CEMENT MASONS: TROWEL MACHINE OPERATORS.....	\$ 44.27		33.63

PLUM0675-001 07/06/2025

	Rates	Fringes	
PLUMBER, PIPEFITTER, STEAMFITTER & SPRINKLER FITTER..	\$ 53.83		33.19

ROOF0221-001 11/06/2022

	Rates	Fringes	
ROOFERS (INCLUDING BUILT UP, COMPOSITION AND SINGLE PLY).....	\$ 43.15		21.21

SHEE0293-001 03/02/2025

	Rates	Fringes	
SHEET METAL WORKER.....	\$ 50.16		33.32

SUHI1997-002 09/15/1997

	Rates	Fringes	
DRAPERY INSTALLER.....	\$ 13.60		1.20
FENCE ERECTOR (CHAIN LINK FENCE).....	\$ 9.33		1.65

LABORERS: LABORER I: AIR BLASTING RUN BY ELECTRIC OR PNEUMATIC COMPRESSOR; ASPHALT LABORER, IRONER, RAKER, LUTEMAN, & HANDROLLER, AND ALL TYPES OF ASPHALT SPREADER BOXES; ASPHALT SHOVELER; ASSEMBLY & INSTALLATION OF MULTIPLATES, LINER PLATES, RINGS, MESH, MATS; BATCHING PLANT (PORTABLE & TEMPORARY); BORING MACHINE OPERATOR (UNDER STREETS & SIDEWALKS); BUGGYMOBILE; BURNING & WELDING; CHAINSAW, FALLER, LOGLOADER, & BUCKER; COMPACTORS (JACKSON JUMPING JACK & SIMILAR); CONCRETE BUCKET DUMPMAN; CONCRETE CHIPPING; CONCRETE CHUTEMAN/HOSEMAN (POURING CONCRETE) (THE HANDLING OF THE CHUTE FROM READY-MIX TRUCKS FOR SUCH JOBS AS WALLS, SLABS, DECKS, FLOORS, FOUNDATIONS, FOOTINGS, CURBS, GUTTERS, & SIDEWALKS); CONCRETE CORE CUTTER (WALLS, FLOORS, & CEILING); CONCRETE GRINDING OR SANDING; CONCRETE: HOOKING ON, SIGNALING, DUMPING OF CONCRETE FOR TREME WORK OVER WATER ON CAISSONS, PILINGS, ABUTMENTS, ETC.; CONCRETE: MIXING, HANDLING, CONVEYING, POURING, VIBRATING, OTHERWISE PLACING OF CONCRETE OR AGGREGATES OR BY ANY OTHER PROCESS; CONCRETE: OPERATION OF MOTORIZED WHEELBARROWS OR BUGGIES OR MACHINES OF SIMILAR CHARACTER, WHETHER RUN BY GAS, DIESEL, OR ELECTRIC POWER; CONCRETE PLACEMENT MACHINE OPERATOR: OPERATION OF SOMERO HAMMERHEAD, COPPERHEADS, OR SIMILAR MACHINES; CONCRETE PUMP MACHINE (LAYING, COUPLING, UNCOUPLING OF ALL CONNECTIONS & CLEANING OF EQUIPMENT); CONCRETE SHOVELERS/LABORERS (WET OR DRY); CONCRETE SCREEDING FOR ROUGH STRIKE-OFF: RODDING OR STRIKING-OFF, BY HAND OR MECHANICAL MEANS PRIOR TO FINISHING; CONCRETE VIBRATOR OPERATOR; CORING HOLES: WALLS, FOOTINGS, PIERS OR OTHER OBSTRUCTIONS FOR PASSAGE OF PIPES OR CONDUITS FOR ANY PURPOSE & THE POURING OF CONCRETE TO SECURE THE HOLE; CRIBBERS, SHORER, LAGGING, SHEETING, & TRENCH JACKING & BRACING, HAND-GUIDED LAGGING HAMMER WHALING BRACING; CURBING (CONCRETE & ASPHALT); CURING OF CONCRETE (IMPERVIOUS MEMBRANE & FORM OILER) MORTAR & OTHER MATERIALS BY ANY MODE OR METHOD; CUT GRANITE CURB SETTER (SETTING, LEVELING & GROUTING OF ALL PRECAST CONCRETE OR STONE CURBS); CUTTING & BURNING TORCH (DEMOLITION); DRI PAK-IT MACHINE; ENVIRONMENTAL ABATEMENT: REMOVAL OF ASBESTOS, LEAD, & BIO HAZARDOUS MATERIALS (EPA &/OR OSHA CERTIFIED); FALLING, BUCKING, YARDING, LOADING OR BURNING OF ALL TREES OR TIMBER ON CONSTRUCTION SITE; FORKLIFT (9 FT. & UNDER); GAS, PNEUMATIC, & ELECTRIC TOOLS; GRATING & GRILL WORK FOR DRAINS OR OTHER PURPOSES; GREEN CUTTER OF CONCRETE OR AGGREGATE IN ANY FORM, BY HAND, MECHANICAL MEANS, GRINDSTONE OR AIR &/OR WATER; GROUT: SPREADING FOR ANY PURPOSE; GUINEA CHASER (GRADE CHECKER) FOR GENERAL UTILITY TRENCHES, SITEWORK, & EXCAVATION; HEADERBOARD MAN (ASPHALT OR CONCRETE); HEAT WELDER OF PLASTIC (LABORERS' AGC CERTIFIED WORKERS) (WHEN WORK

INVOLVES WATERPROOFING FOR WATERPONDS, ARTIFICIAL LAKES & RESERVOIR) HEAT WELDING
FOR SEWER PIPES & FUSION OF HDPE PIPES; HEAVY HIGHWAY LABORER (RIGGING, SIGNALING, HANDLING, & INSTALLATION OF PRE-CAST CATCH BASINS, MANHOLES, CURBS & GUTTERS); HIGH
PRESSURE NOZZLEMAN - HYDRAULIC MONITOR (OVER 100# PRESSURE); JACKHAMMER OPERATOR;
JACKING OF SLIP FORMS: ALL SEMI & UNSKILLED WORK CONNECTED THEREWITHIN; LAYING OF ALL
MULTI-CELL CONDUIT OR MULTI-PURPOSE PIPE; MAGNESITE & MASTIC WORKERS (WET OR DRY)
(INCLUDING MIXER OPERATOR); MORTAR MAN; MORTAR MIXER (BLOCK, BRICK, MASONRY, & PLASTERING); NOZZLEMAN (SANDBLASTING &/OR WATER BLASTING): HANDLING, PLACING & OPERATION OF NOZZLE; OPERATION, MANUAL OR HYDRAULIC JACKING OF SHIELDS & THE USE OF
SUCH OTHER MECHANICAL EQUIPMENT AS MAY BE NECESSARY; PAVEMENT BREAKERS; PAVING, CURBING & SURFACING OF STREETS, WAYS, COURTS, UNDER & OVERPASSES, BRIDGES, APPROACHES,
SLOPE WALLS, & ALL OTHER LABOR CONNECTED THEREWITH; PILECUTTERS; PIPE ACCESSMENT IN
PLACE, BOLTING & LINING UP OF SECTIONAL METAL OR OTHER PIPE INCLUDING CORRUGATED PIPE;
PIPELAYER PERFORMING ALL SERVICES IN THE LAYING & INSTALLATION OF PIPE FROM THE POINT
OF RECEIVING PIPE IN THE DITCH UNTIL COMPLETION OF OPERATION, INCLUDING ANY & ALL FORMS
OF TUBULAR MATERIAL, WHETHER PIPE, HDPE, METALLIC OR NON-METALLIC, CONDUIT, & ANY OTHER STATIONARY-TYPE OF TUBULAR DEVICE USED FOR CONVEYING OF ANY SUBSTANCE OR ELEMENT, WHETHER WATER, SEWAGE, SOLID, GAS, AIR, OR OTHER PRODUCT WHATSOEVER & WITHOUT REGARD TO THE NATURE OF MATERIAL FROM WHICH TUBULAR MATERIAL IS FABRICATED;
NO-JOINT PIPE & STRIPPING OF SAME, PIPEWRAPPER, CAULKER, BANDER, KETTLEMEN, & MEN APPLYING ASPHALT, LAYKOLD, TREATING CREOSOTE & SIMILAR-TYPE MATERIALS (6-INCH) PIPE & OVER); PIPING: RESURFACING & PAVING OF ALL DITCHES IN PREPARATION FOR LAYING OF ALL PIPES;
PIPE LAYING OF LATERAL SEWER PIPE FROM MAIN OR SIDE SEWER TO BUILDINGS OR STRUCTURE
(EXCEPT CONTACTOR MAY DIRECT WORK BE DONE UNDER PROPER SUPERVISION); PIPE LAYING, LEVELING & MARKING OF THE JOINT USED FOR MAIN OR SIDE SEWERS & STORM SEWERS; LAYING OF
ALL CLAY, TERRA COTTA, IRONSTONE, VITRIFIED CONCRETE, HDPE OR OTHER PIPE FOR DRAINAGE;
PLACING & SETTING OF WATER MAINS, GAS MAINS & ALL PIPE INCLUDING REMOVAL OF SKIDS;

PLASTER MORTAR MIXER/PUMP; PNEUMATIC IMPACT WRENCH; PORTABLE SAWMILL OPERATION;
CHOKER SETTERS, OFF BEARERS, & LUMBER HANDLERS CONNECTED WITH CLEARING;
POSTHOLE
DIGGER (HAND HELD, GAS, AIR & ELECTRIC); POWDERMAN'S TENDER; POWER BROOM
SWEEPERS
(SMALL); PREPARATION & COMPACTION OF ROADBEDS FOR RAILROAD TRACK LAYING,
HIGHWAY
CONSTRUCTION, & THE PREPARATION OF TRENCHES, FOOTINGS, ETC., FOR CROSS-COUNTRY
TRANSMISSION BY PIPELINES, ELECTRICAL TRANSMISSION OR UNDERGROUND LINES OR CABLES
(BY MECHANICAL MEANS); RAISING OF STRUCTURE BY MANUAL OR HYDRAULIC JACKS OR
OTHER
METHODS & RESETTING OF STRUCTURE IN NEW LOCATIONS, INCLUDING ALL CONCRETE WORK;
RAMMING OR COMPACTION; RIGGING IN CONNECTION WITH LABORERS' WORK (EXCEPT
DEMOLITION), SIGNALING (INCLUDING THE USE OF WALKIE TALKIE) CHOKE SETTING, TAG LINE
USAGE; TAGGING & SIGNALING OF BUILDING MATERIALS INTO HIGH RISE UNITS; RIPRAP,
STONEPAVER, & ROCK SLINGER (INCLUDES PLACEMENT OF STACKED CONCRETE, WET OR DRY &
LOADING, UNLOADING, SIGNALING, SLINGING & SETTING OF OTHER SIMILAR MATERIALS);
ROTARY SCARIFIER (INCLUDING MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER);
SALAMANDER
HEATER, DRYING OF PLASTER, CONCRETE MORTAR OR OTHER AGGREGATE; SCAFFOLD ERECTOR
LEADMAN; SCAFFOLDS: (SWING & HANGING) INCLUDING MAINTENANCE THEREOF; SCALER;
SEPTIC TANK/CESSPOOL & DRAIN FIELDS DIGGER & INSTALLER; SHREDDER/CHIPPER (TREE
BRANCHES, BRUSH, ETC.); STRIPPING & SETTING FORMS; STRIPPING OF FORMS: OTHER THAN
PANEL FORMS WHICH ARE TO BE RE-USED IN THEIR ORIGINAL FORM, & STRIPPING OF FORMS
ON
ALL FLAT ARCH WORK; TAMPERS (BARKO, WACKER, & SIMILAR TYPE); TANK SCALER &
CLEANERS;
TARMAN; TREE CLIMBERS & TRIMMERS; TRENCHER (INCLUDES HAND-HELD, DAVIS T-66 &
SIMILAR
TYPE); TRUCKS (FLATBED UP TO & INCLUDING 2 1/2 TONS WHEN USED IN CONNECTION WITH
ON-SITE LABORERS'WORK; TRUCKS (REFUSE & GARBAGE DISPOSAL) (FROM JOB SITE TO DUMP);
VIBRA-SCREED (BULL FLOAT IN CONNECTION WITH LABORERS' WORK); WELL POINTS,
INSTALLATION OF OR ANY OTHER DEWATERING SYSTEM.

LABORERS: LABORER II: ASPHALT PLANT LABORER; BORING MACHINE TENDER; BRIDGE
LABORER;

BURNING OF ALL DEBRIS (CRATES, BOXES, PACKAGING WASTE MATERIALS); CHAINMAN,
RODMEN, & GRADE MARKERS; CLEANING, CLEARING, GRADING &/OR REMOVAL FOR STREETS,
HIGHWAYS, ROADWAYS, APRONS, RUNWAYS, SIDEWALKS, PARKING AREAS, AIRPORTS,
APPROACHES, & OTHER SIMILAR INSTALLATIONS; CLEANING OR RECONDITIONING OF STREETS,
WAYS, SEWERS & WATERLINES, ALL MAINTENANCE WORK & WORK OF AN UNSKILLED &
SEMI-SKILLED NATURE; CONCRETE BUCKET TENDER (GROUNDMAN) HOOKING & UNHOOKING
OF

BUCKET; CONCRETE FORMS; MOVING, CLEANING, OILING & CARRYING TO THE NEXT POINT OF ERECTION OF ALL FORMS; CONCRETE PRODUCTS PLANT LABORERS; CONVEYOR TENDER (CONVEYING OF BUILDING MATERIALS); CRUSHED STONE YARDS & GRAVEL & SAND PIT LABORERS

& ALL OTHER SIMILAR PLANTS; DEMOLITION, WRECKING & SALVAGE LABORERS: WRECKING & DISMANTLING OF BUILDINGS & ALL STRUCTURES, WITH USE OF CUTTING OR WRECKING TOOLS,

BREAKING AWAY, CLEANING & REMOVAL OF ALL FIXTURES, ALL HOOKING, UNHOOKING, SIGNALING OF MATERIALS FOR SALVAGE OR SCRAP REMOVED BY CRANE OR DERRICK; DIGGING UNDER STREETS, ROADWAYS, APRONS OR OTHER PAVED SURFACES; DRILLER'S TENDER; CHUCK TENDER, OUTSIDE

NIPPER; DRY-PACKING OF CONCRETE (PLUGGING & FILLING OF SHE-BOLT HOLES); FENCE &/OR GUARDRAIL ERECTOR: DISMANTLING &/OR RE-INSTALLATION OF ALL FENCE; FINEGRADER; FIREWATCHER; FLAGMAN (CONING, PREPARING, STABLISHING & REMOVING PORTABLE ROADWAY

BARRICADE DEVICES); SIGNAL MEN ON ALL CONSTRUCTION WORK DEFINED HEREIN, INCLUDING

TRAFFIC CONTROL SIGNAL MEN AT CONSTRUCTION SITE; GENERAL EXCAVATION; BACKFILLING, GRADING & ALL OTHER LABOR CONNECTED THEREWITH; DIGGING OF TRENCHES, DITCHES & MANHOLES & THE LEVELING, GRADING & OTHER PREPARATION PRIOR TO LAYING PIPE OR CONDUIT FOR ANY PURPOSE; EXCAVATIONS & FOUNDATIONS FOR BUILDINGS, PIERS, FOUNDATIONS & HOLES, & ALL OTHER CONSTRUCTION. PREPARATION OF STREET WAYS & BRIDGES; GENERAL LABORER: CLEANING & CLEARING OF ALL DEBRIS & SURPLUS MATERIAL. CLEAN-UP OF RIGHT-OF-WAY. CLEARING & SLASHING OF BRUSH OR TREES BY HAND OR MECHANICAL CUTTING. GENERAL CLEAN UP: SWEEPING, CLEANING, WASH-DOWN, WIPING OF CONSTRUCTION FACILITY & EQUIPMENT (OTHER THAN ""LIGHT CLEAN UP (JANITORIAL) LABORER.

GARBAGE & DEBRIS HANDLERS & CLEANERS. APPLIANCE HANDLING (JOB SITE) (AFTER DELIVERY UNLADING IN STORAGE AREA); GROUND & SOIL TREATMENT WORK (PEST CONTROL); GUNITE/SHOTCRETE OPERATOR TENDER; JUNK YARD LABORERS (SAME AS SALVAGE YARD); LASER BEAM ""TARGET MAN"" IN CONNECTION WITH LABORERS' WORK; LAYOUT PERSON FOR PLASTIC (WHEN WORK INVOLVES WATERPROOFING FOR WATERPONDS, ARTIFICIAL LAKES & RESERVOIRS); LIMBERS, BRUSH LOADERS, & PILERS; LOADING, UNLOADING, CARRYING, DISTRIBUTING & HANDLING OF ALL RODS & MATERIAL FOR USE IN REINFORCING CONCRETE CONSTRUCTION (EXCEPT WHEN A DERRICK OR OUTRIGGER OPERATED BY OTHER THAN HAND POWER IS USED); LOADING, UNLOADING, SORTING, STOCKPILING, HANDLING & DISTRIBUTION OF WATER MAINS, GAS MAINS & ALL PIPES; LOADING & UNLOADING OF ALL MATERIALS, FIXTURES,

FURNISHINGS & APPLIANCES FROM POINT OF DELIVERY TO STOCKPILE TO POINT OF INSTALLATION; HOOKING & SIGNALING FROM TRUCK, CONVEYANCE OR STOCKPILE; MATERIAL YARD LABORERS; PIPELAYER TENDER; PIPEWRAPPER, CAULKER, BANDER, KETTLEMEN, & MEN APPLYING ASPHALT, LAYKOLD, CREOSOTE, & SIMILAR-TYPE MATERIALS (PIPE UNDER 6 INCHES); PLASTERER LABORER; PREPARATION, CONSTRUCTION & MAINTENANCE OF ROADBEDS &

SUB-GRADE FOR ALL PAVING, INCLUDING EXCAVATION, DUMPING, & SPREADING OF SUB-GRADE

MATERIAL; PRESTRESSED OR PRECAST CONCRETE SLABS, WALLS, OR SECTIONS: ALL LOADING, UNLOADING, STOCKPILING, HOOKING ON OF SUCH SLABS, WALLS OR SECTIONS; QUARRY LABORERS; RAILROAD, STREETCAR, & RAIL TRANSIT MAINTENANCE & REPAIR; ROUSTABOUT; RUBBISH TRUCKS IN CONNECTION WITH BUILDING CONSTRUCTION PROJECTS (EXCLUDING CLEARING, GRUBBING, & EXCAVATING); SALVAGE YARD: ALL WORK CONNECTED WITH CUTTING, CLEANING, STORING, STOCKPILING OR HANDLING OF MATERIALS, ALL CLEANUP, REMOVAL OF DEBRIS, BURNING, BACK-FILLING & LANDSCAPING OF THE SITE; SANDBLASTING TENDER (POT TENDER): HOSES & POTS OR MARKERS; SCAFFOLDS: ERECTION, PLANKING & REMOVAL OF ALL SCAFFOLDS USED FOR SUPPORT FOR LATHERS, PLASTERS, BRICK LAYERS, MASONS, & OTHER CONSTRUCTION TRADES CRAFTS; SCAFFOLDS: (SPECIALLY DESIGNED BY CARPENTERS) LABORERS

SHALL TEND SAID CARPENTER ON ERECTION & DISMANTLING THEREOF, PREPARATION FOR FOUNDATION OR MUDSILLS, MAINTENANCE; SCRAPING OF FLOORS; SCREEDS: HANDLING OF ALL SCREEDS TO BE REUSED; HANDLING, DISMANTLING & CONVEYANCE OF SCREEDS; SETTING, LEVELING & SECURING OR BRACING OF METAL OR OTHER ROAD FORMS & EXPANSION JOINTS; SHEETING PILING/TRENCH SHORING (HANDLING & PLACING OF SKIP SHEET OR WOOD PLANK TRENCH SHORING); SHIP SCALERS; SHIPWRIGHT TENDER; SIGN ERECTOR (SUBDIVISION TRAFFIC, REGULATORY, & STREET-NAME SIGNS); SLOPER; SLURRY SEAL CREWS (MIXER OPERATOR, APPLICATOR, SQUEEGEE MAN, SHUTTLE MAN, TOP MAN); SNAPPING OF WALL TIES & REMOVAL OF TIE RODS; SOIL TEST OPERATIONS OF SEMI & UNSKILLED LABOR SUCH AS FILLING SAND BAGS; STRIPER (ASPHALT, CONCRETE OR OTHER PAVED SURFACES); TOOL ROOM ATTENDANT (JOB SITE); TRAFFIC DELINEATING DEVICE APPLICATOR; UNDERPINNING, LAGGING, BRACING, PROPPING & SHORING, LOADING, SIGNALING, RIGHT-OF-WAY CLEARANCE ALONG THE ROUTE OF MOVEMENT, THE CLEARANCE OF NEW SITE, EXCAVATION OF FOUNDATION WHEN MOVING A HOUSE OR STRUCTURE FROM OLD SITE TO NEW SITE; UTILITIES EMPLOYEES; WATER MAN; WATERSCAPE/HARDSCAPE LABORERS; WIRE MESH PULLING (ALL CONCRETE POURING OPERATIONS); WRECKING, STRIPPING, DISMANTLING & HANDLING CONCRETE FORMS AN FALSE WORK.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

P R O P O S A L

6/02/98

**AUGUST 5, 2026
PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

PROJECT: **HDOT PUNCHBOWL OFFICE RENOVATION
DISTRICT OF HONOLULU, ISLAND OF OAHU**

PROJECT NO.: **HWY-02-27M**

COMPLETION TIME: **90 Calendar days from the Start
Work Date from the Department.**

DBE PROJECT GOAL: **None specified.**

DESIGN PROJECT MANAGER:

NAME	Evan Kimoto
ADDRESS	601 Kamokila Boulevard, Room 688, Kapolei, Hawaii 97607
PHONE NO.	808-692-7551
FAX NO.	

ELECTRONIC SUBMITTAL: **Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. See SPECIAL PROVISIONS 102.09 DELIVERY OF PROPOSALS for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e., an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.
4. It will not maintain for its employees any segregated facilities at any of its establishments.
5. Does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 1032D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Unless amended by Special Provision, agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.
7. The undersigned Bidder further agrees to the following: Pursuant to HRS §103D-405(d), any contractor (including consultants) paid for services to develop or prepare specifications or work statements shall be precluded from submitting an offer or receiving a contract for that particular solicitation. This includes the preparation of reports relied upon by HDOT in the development of the project scope.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: Hawaii Standard Specifications for Road and Bridge Construction, 2005, and/or the General Provisions for Construction Projects for AIR and WATER Transportation Facilities Division dated 2016, as applicable, the Notice to Bidders, Special Provisions, Proposal, Contract, Bond Forms, and Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____.
(Fill in other acceptable security.)

The undersigned Bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder has listed the name of each person or firm who will be engaged by the Bidder on the project as Subcontractor or Joint Contractor and the nature of work to be done by each on the following page. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor. For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

SUBCONTRACTOR LISTING
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
2.	_____	_____
	2a. _____	_____
3.	_____	_____
	3a. _____	_____
4.	_____	_____
	4a. _____	_____
5.	_____	_____
	5a. _____	_____
6.	_____	_____
	6a. _____	_____
7.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
2.	_____	_____
	2a. _____	_____
3.	_____	_____
	3a. _____	_____
4.	_____	_____
	4a. _____	_____
5.	_____	_____
	5a. _____	_____
6.	_____	_____
	6a. _____	_____
7.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

¹ Second tier joint contractors

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

Bidder (Company Name)

Authorized Signature

Title

Business Address

Business Telephone

Email

Date

Contact Person (If different from above.)

Phone: _____ Email: _____

NOTE:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If Bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
615.0100	Demolition Mobilization and Clean-up	LS	LS	LS	\$_____
615.0200	Selective Demolition (Wall)	220	SF	\$_____	\$_____
615.0300	Remove Select Wood Wall Paneling	325	SF	\$_____	\$_____
615.0400	Remove Marker Boards	LS	LS	LS	\$_____
615.0500	Demolition Acoustical Ceiling Tiles/Grid	760	SF	\$_____	\$_____
615.0600	Demolition Cabinets	LS	LS	LS	\$_____
615.0700	Demolition – Carpet Removal	760	SF	\$_____	\$_____
675.0100	Roller Shades	LS	LS	LS	\$_____
676.0100	Gypsum Board Repairs	LS	LS	LS	\$_____
678.0100	Acoustical Panel Ceiling	760	SF	\$_____	\$_____
679.0100	Manufactured Casework	LS	LS	LS	\$_____
680.0100	Solid Surface Countertop	LS	LS	LS	\$_____
681.0100	Repainting	900	SF	\$_____	\$_____
682.0100	Tile Carpeting	255	SY	\$_____	\$_____

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
683.0100	General Mechanical requirements	LS	LS	LS	\$ _____
684.0100	Insulation of Mechanical Systems	LS	LS	LS	\$ _____
685.0100	Air Conditioning and Ventilation	LS	LS	L.S.	\$ _____
686.0100	Electrical System	LS	LS	L.S.	\$ _____
699.0100	Mobilization (Not to exceed 6 percent of the sum of all items excluding the bid price of this item)	LS	LS	LS	\$ _____
	Total Amount for Comparison of Bids.....				\$ _____

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>PROPOSAL SCHEDULE NOTE</u> - Bids shall include all Federal, State, County and other applicable taxes and fees. - The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder. - Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid. - If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern. - Bidders shall submit and <u>upload the complete proposal to HiePRO</u> prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as <u>confidential and/or proprietary</u> shall be uploaded as a <u>separate file</u> to HiePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HiePRO. <u>FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.</u> 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 Project
6 Site Laboratory and 699 - Mobilization for the limitation of the amount bidders are
7 allowed to bid.

8
9 If the bid price for any proposal item having a maximum allowable bid
10 indicated therefore in any of the contract documents is in excess of such a
11 maximum amount, the bid price for such proposal item shall be adjusted to reflect
12 the limitation thereon. The comparison of bids to determine the successful
13 bidder and the amount of contract to be awarded shall be determined after such
14 adjustments are made, and such adjustments shall be binding upon the bidder.

15
16 The bidder is directed to Section 717 – Cullet and Cullet-Made Materials
17 regarding recycling of waste glass.
18
19

SURETY BID BOND

Bond No. _____

KNOW TO 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 _____, _____

Name of Principal (Offeror) (Seal)

Signature

Print Name and Title

Name of Surety (Seal)

Signature

Print Name and Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SAMPLE FORMS

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Disclosure of Lobbying Activities (Standard Form - LLL and LLL-A)

Statement of Compliance (Form WH-348)

Chapter 104, HRS Compliance Certificate

Contractor Domestic Materials Preference (DMP) Form

C O N T R A C T

THIS AGREEMENT, made this day _____, by and between the
STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE",
and «CONTRACTOR», «STATE_OF_INCORPORATON», whose business/post office
address is «ADDRESS» hereinafter referred to as "CONTRACTOR",

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the
CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish
and pay for all labor and materials necessary for

“«PROJECT_NAME_AND_NO»”,

or such a part thereof as shall be required by the STATE, the total amount of which labor,
materials and construction shall be computed at the unit and/or lump sum prices set forth in the
attached proposal schedule and shall be the sum of «BASIC»----- DOLLARS

(\$«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC_NUMERIC»

which shall be provided from the following funds:

Federal Funds.....
State Funds.....
TOTAL AMOUNT.....

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT NO ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING DAYS», from the date indicated in the notice to proceed from the STATE, subject, however, to such extensions as may be provided for under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»-----DOLLARS (\$«BASIC NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA NUMERIC») is hereby provided for extra work and shall be provided from the following funds:

Federal Funds.....
State Funds.....
Total.....

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sum of ----«FEDERAL_BASIC»----DOLLARS (\$«FEDERAL_BASIC_NUMERIC») and ----«FEDERAL_EXTRAS»----DOLLARS (\$«FEDERAL_EXTRAS_NUMERIC»), a portion of the contract price and extras, respectively, shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

Signature

Print name

Print Title

Date

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

_____ DOLLARS (\$ _____), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on
_____, for the following project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Oblige to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Oblige in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

(State/County entity)

its successors and assigns, as Oblige, hereinafter called Oblige, in the amount

_____ DOLLARS
(\$ _____),
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Oblige, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- ☐ **Legal Tender;**
- ☐ **Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____;
- ☐ **Certificate of Deposit, No.** _____, dated _____
issued _____ by _____
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

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> :			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, <i>if known</i> :		
6. Federal Department/Agency:			7. Federal Program Name/Destination:		
			CFDA Number, <i>if applicable</i> :		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and address of Lobbying Entity <i>(if individual, last name, first name, MI):</i>			b. Individuals Performing Services (including <i>address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)					
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned			13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____		
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees(s) or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal Agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) or Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction (0348-0046), Washington, D.C. 20503.
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DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by
0348-0046

Reporting Entity: _____ Page _____ of _____

STATEMENT OF COMPLIANCE

Date _____

I, _____ do hereby state:

(Name of signatory party) (Title)
(1) That I pay or supervise the payment of the persons employed by _____ on
(Contractor or subcontractor)
the _____; that during the payroll period commencing on the _____ day of _____,
(Building or work)
_____ and ending the _____ day of _____, all persons employed on said project have been paid the
full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
_____ from the full weekly wages earned by any person and that no deductions have
(Contractor or subcontractor)
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63
Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 2760, and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that
the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for each laborers or mechanic conform with
the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered
with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor,
or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States
Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above—
Referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to
appropriate program for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an
amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe
benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARK

NAME AND TITLE	SIGNATURE
THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
 - A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
 - B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this _____ day of _____, 20__.

«CONTRACTOR»

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____
Notary signature _____
Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

Notary signature _____
Date _____



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS

Contractor Domestic Materials Preference (DMP) Form

(Required by Subsection 106.11)

Project Name:	
Project Number:	
Prime Contractor:	

Type of Material: ☐ Iron or Steel Product ☐ Construction Material ☐ Manufactured Product
Specify Main Type of Construction Material: ☐ Non-ferrous Metal ☐ Plastic & polymer-based products
☐ Glass ☐ Fiber optic cable ☐ Optical fiber ☐ Lumber ☐ Engineered wood ☐ Drywall

Description of Material or Product:

Pay Item No.:
Pay Item Name:
Description:

The following certification establishes the acceptance of materials or products according to the Contract Provisions, 2 CFR Part 184 and 23 CFR § 635.410.

- ☐ **Iron or Steel Product:** The materials furnished under this certification were produced in the United States, including all manufacturing processes, from the initial melting stage through the application of coatings.
- ☐ **Construction Material:** All manufacturing processes for the materials furnished under this certification occurred in the United States.
- ☐ **Manufactured Product:** The products furnished under this certification were produced in the United States.

The Prime Contractor shall provide supporting documentation to assure the article, material, or supply meets requirements. I understand that submitting false statements and/or information may result in civil and criminal penalties.

Prime Contractor's Authorized Representative Signature	Date
Printed Name	Title

*****NOTE***** Contractor DMP Form must be filled out in ACC and submitted in ACC Forms module. Reference the form in the materials submittal.



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS

Domestic Materials Reference Guide

Iron and Steel Products

- "Produced in the United States" means all manufacturing processes — from initial melting through application of coatings — must occur within the United States.

Construction Materials

For the materials listed below, all manufacturing processes must take place in the United States:

1. Non-Ferrous Metals (e.g., aluminum, copper): Smelting, melting thru shaping, coating, and assembly must all occur in the U.S.
2. Plastic and Polymer-Based Products: Every step — from mixing the raw plastic materials all the way to creating the final product — must occur in the U.S.
3. Glass: From raw material melting through annealing, cooling, and cutting, all processes must occur the U.S.
4. Fiber Optic Cable (including drop cable): All steps — starting with ribboning (if needed), then buffering, stranding the fibers together, and adding the outer jacket must occur in the US. Plus, the fiber optic cable must also meet the same U.S. manufacturing standards for making glass and optical fiber, but it doesn't have to follow the standards for non-ferrous metals, plastics and polymer- based products, or any others.
5. Optical Fiber: From the first step of making the preform (the solid glass rod) all the way through pulling it into thin fiber (the "draw" process), all must occur in the U.S.
6. Lumber: From debarking through treatment and planing, all processes must occur in the U.S.
7. Drywall: Blending gypsum and additives through panel cutting and drying must occur in the U.S.
8. Engineered Wood Products: Combining materials and creating the final form must occur in the U.S.

Manufactured Products

To qualify as "produced in the United States," two conditions must be met:

1. The product must be manufactured (including final assembly) in the U.S.
2. The cost of U.S.-mined, produced, or manufactured components must be greater than 55% of the total cost of all components.

Component cost determination:

- Purchased components: Includes purchase price, transport to manufacturing site, and duties.
- Manufacturer-made components: Include all production and transport costs (excluding profit).

Important Dates:

- For projects let on or after October 1, 2025: Products must be manufactured (including final assembly) in the U.S.
- For projects let on or after October 1, 2026: Products must meet both the U.S. manufacturing requirement and the greater than 55% U.S. components cost requirement. This means the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States shall be greater than 55 percent of the total cost of all components of the manufactured product.

*****NOTE***** Contractor DMP Form must be filled out in ACC and submitted in ACC Forms module. Reference the form in the materials submittal.