



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

SPECIAL PROVISIONS PROPOSAL CONTRACT, BOND, AND PLANS

FOR

**INTELLIGENT TRANSPORTATION SYSTEMS KAUAI,
PART 1**

FEDERAL AID PROJECT NO. STP-0700(098)

DISTRICT OF WAIMEA, KOLOA, AND LIHUE

ISLAND OF KAUAI

FY 2026

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

The receiving of bids for **INTELLIGENT TRANSPORTATION SYSTEMS KAUAI, PART 1, DISTRICT OF WAIMEA, KOLOA, AND LIHUE, ISLAND OF KAUAI, FEDERAL-AID PROJECT NO. STP-0700(098)**, 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 26, 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 construction of concrete base for traffic signal cabinet, (traffic signal cabinet by other), trenching and installation of underground conduits and pullboxes to connect the concrete base for the traffic signal cabinet to the existing traffic signal pull box, power source, and to the broadband signal source, and restoration work. The estimated cost of construction is between \$1,000,000.00 and \$2,800,000.00.

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

A virtual pre-bid conference is scheduled for October 1, 2026, at 10:00 a.m., HST. Interested bidders shall contact Joel Bautista, Project Manager, directly at joel.o.bautista@hawaii.gov, no later than five working days prior to the scheduled pre-bid conference to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HlePRO **no later than October 9, 2026, at 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

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

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 (DBE). 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:

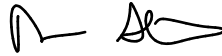
1. “CIVIL RIGHTS COMPLIANCE AND DISADVANTAGED BUSINESS ENTERPRISE SPECIAL PROVISIONS”

Driving While Impaired (DWI) Education. The Hawaii Department of Transportation (HDOT) encourages all organizations contracted with HDOT to have an employee education

program preventing DWI. DWI is defined as operating a motor vehicle while impaired by alcohol or other legal or illegal substances. HDOT promotes this type of program to accomplish our mission to provide a safe environment for motorists, bicyclists, and pedestrians utilizing our State highways, and expects its contractors to do so as well.

For additional information, contact Joel Bautista, Project Manager, by phone at (808) 241-3015, or by email at joel.o.bautista@hawaii.gov.

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



ROBIN K. SHISHIDO
Deputy Director of Transportation for Highways

HIePRO RELEASE DATE: September 15, 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.

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE AND DISADVANTAGED BUSINESS ENTERPRISE SPECIAL PROVISIONS

I. GENERAL

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

II. POLICY

The Hawai'i Department of Transportation's (HDOT) 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.

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions 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 or 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.

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.

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

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. 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 IV, 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 repurchase costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

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

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with [29 CFR part 30](#), including any amendments thereto.

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 III. 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 in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, 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](#).

IV. 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.

* \$33 as of January 15, 2025 (See 90 FR 1859) 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 III 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.

V. 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 this section 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 this section 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 longstanding 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).

VI. 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).

VII. 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."

VIII. 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.

IX. 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 to 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.

* * * * *

X. 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.

XI. 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** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

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 40 U.S.C. 14501 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 Defense
86		
87	HAR	Hawaii Administrative Rules
88		
89	HDOT	Department of Transportation, State of Hawaii
90		

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

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.

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.

HAWAII ePROCUREMENT SYSTEM (HlePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.

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 (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, 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:

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

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

553

554

555

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.

Where the prospective bidder is bidding on multiple projects simultaneously and the proposal limits the maximum gross amount of awards that the bidder can accept at one bid letting, the proposal is not irregular if the 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.** 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. **Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Do not include confidential and/or proprietary documents with the proposal.** The record of each bidder and respective bid shall be open to public inspection.

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 uploaded 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 sixteen (16) 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.

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

318
319 **102.15 Preferences.** Preferences shall not apply to this project.
320

321 **102.16 Certification for Safety and Health Program for Bids in excess of**
322 **\$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror, by
323 signing and submitting this proposal, certifies that a written safety and health plan
324 for this project will be available and implemented by the notice to proceed date
325 for this project. Details of the requirements of this plan may be obtained from the
326 State Department of Labor and Industrial Relations, Occupational Safety and
327 Health Division (HIOSH).
328

329 **102.17 Addenda.** Addenda issued shall become part of the contract
330 documents. Addenda to the bid documents will be provided to all prospective
331 bidders via HlePRO. Each addendum shall be an addition to the contract
332 documents. The terms and requirements of the bid documents (i.e., drawings,
333 specifications and other bid and contract documents) cannot be changed prior to
334 the bid opening except by a duly issued addendum.”
335
336

337
END OF SECTION 102

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

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

5
6 **103.01 Consideration of Proposals.** The Department will compare the
7 proposals in terms of the summation of the products of the approximate quantities
8 and the unit bid prices after the submittal date and time established in HlePRO. If
9 a discrepancy occurs between the unit bid price and the bid price, the unit bid price
10 shall govern.
11

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

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

21 **103.02 Award of Contract.** The award of contract, if it be awarded, will be
22 made within 60 calendar days after the opening of bids, to the lowest responsible
23 and responsive bidder whose proposal complies with all the prescribed
24 requirements.
25

26
27 **(1) Requirement for Award.** The Bidder, as proof of compliance
28 with the requirements of section 103D-310(c), HRS, upon award of a
29 contract made pursuant to section 103D-302, HRS, shall provide the
30 documents listed below. The documents shall be submitted to the
31 Department within 14 days after bid opening unless otherwise
32 specified in the invitation for bids or an extension is granted in writing
33 by the Department. If a valid certificate/clearance is not submitted
34 on a timely basis upon award, the Bidder may be deemed non-
35 responsible. See also Subsection 108.03 – Preconstruction Data
36 Submittal.
37
38

The Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the 60 calendar day period. Agreement to such an extension must be made by a bidder in writing. Only bidders who have agreed to such an extension will be eligible for the award. No response to request shall mean the bidder shall no longer be eligible for award.

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

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

175 a penalty, but liquidated damages sustained by the State. The Department may
176 then make award to the next lowest responsible and responsive bidder or the
177 Department may readvertise and construct the work under contract.”

178
179
180
181
182 **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:

STP-0700(098)
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 nonadjustment 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 nonadjustment 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
83

84 **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 105.08 (A) - Furnishing Drawings and Special**
67 **Provisions** to read as follows:

68
69 **“(A) Furnishing Drawings and Special Provisions.** The State will
70 furnish the Contractor an electronic set of the special provisions and
71 plans.” The Contractor shall have and maintain at least one set of plans
72 and specifications on the work site, at all times.”

73
74 **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines
75 421 to 432 to read as follows:

76
77 **“(D) No Designated Storage Area.** If no storage area is designated
78 within the contract documents, materials and equipment may be stored
79 anywhere within the State highway right-of-way, provided such storage
80 and access to and from such site, within the sole discretion of the
81 Engineer, does not create a public or traffic hazard or an impediment to
82 the movement of traffic.”

83
84 **(V) Amend 105.16(A) – Subcontract Requirements** by adding the following
85 paragraph after line 483:

86
87 The 'Specialty Items' of work for this project are as follows:
88

89	Section	Description
90	No.	
91		
92	202	Contract Item No. 202.03000 under Section 202 – Removal of
93		Concrete Structures
94		
95	204	All Contract Items under Section 204 – Trench Excavation and
96		Trench Backfill
97		
98	305	Contract Item No. 305.03000 under Section 305 – Aggregate
99		Subbase Course
100		
101	411	Contract Item No. 411.03000 under Section 411 – Portland
102		Cement Concrete Pavement with Curb & Gutter
103		
104	623	All Contract Items under Section 623 – Concrete Base for
105		Traffic Cabinet, Type A Pullbox, One 1" PVC Conduit
106		Schedule 80, Two 2" PVC Conduit Schedule 40, Concrete
107		Jacketed, One 2" PVC Conduit Schedule 80
108		
109	634	Contract Item No. 634.01000 under Section 634 – Portland
110		Cement Concrete Sidewalk
111		
112	641	Contract Item No. 641.01000 under Section 641 – Hydro-
113		Mulch Seeding
114		
115	645	Contract Item No. 645.10000 under Section 645 – Traffic
116		Control
117		
118		

(VI) 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 authorized by the Engineer. Substitutions will be allowed only if the subcontractor:

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

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.

47
48 Certificates shall contain a provision that coverages being certified
49 will not be cancelled or materially changed without giving the Engineer at
50 least thirty (30) days prior written notice. Contractor will immediately
51 provide written notice to the Director should any of the insurance policies
52 evidenced on its Certificate of Insurance form be cancelled, reduced in
53 scope or coverage, or not renewed upon expiration. Should any policy be
54 canceled before final acceptance of the work by the State, and the
55 Contractor fails to immediately procure replacement insurance as
56 specified, the State, in addition to all other remedies it may have for such
57 breach, reserves the right to procure such insurance and deduct the cost
58 thereof from any money due or to become due to the Contractor.
59

60 Nothing contained in these insurance requirements is to be
61 construed as limiting the extent of Contractor's responsibility for payment
62 of damages resulting from its operations under this contract, including the
63 Contractor's obligation to pay liquidated damages, nor shall it affect the
64 Contractor's separate and independent duty to defend, indemnify and hold
65 the State harmless pursuant to other provisions of this contract. In no
66 instance will the State's exercise of an option to occupy and use
67 completed portions of the work relieve the Contractor of its obligation to
68 maintain the required insurance until the date of final acceptance of the
69 work.
70

71 All insurance described herein shall be primary and cover the
72 insured for all work to be performed under the contract, all work performed
73 incidental thereto or directly or indirectly connected therewith, including
74 but not limited to traffic detour work, barricades, warnings, diversions, lane
75 closures, and other work performed outside the work area and all change
76 order work.
77

78 The Contractor shall, from time to time, furnish the Engineer, when
79 requested, satisfactory proof of coverage of each type of insurance
80 required covering the work. Failure to comply with the Engineer's request
81 may result in suspension of the work, and shall be sufficient grounds to
82 withhold future payments due the Contractor and to terminate the contract
83 for Contractor's default.
84

85 **(B) Types of Insurance.** Contractor shall purchase and maintain
86 insurance described below which shall provide coverage against claims
87 arising out of the Contractor's operations under the contract, whether such
88 operations be by the Contractor itself or by any subcontractor or by
89 anyone directly or indirectly employed by any of them or by anyone for
90 whose acts any of them may be liable.
91

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

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

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

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

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

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

END OF SECTION 107

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

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

4
5
6 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the
7 Contractor not more than thirty (30) calendar days after the contract certification
8 date. The Engineer may suspend the contract before issuing the Notice To
9 Proceed, in 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 fourteen (14) calendar days after the
13 Notice to Proceed to begin physical work. The Start Work Date will be established
14 when this period ends or on the actual day that physical work begins, whichever is
15 first. Charging of Contract Time will begin on the Start Work Date. The Contractor
16 shall notify the Engineer, in writing, at least five (5) working days before beginning
17 physical 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 fourteen (14) calendar days from the Notice to Proceed date, the
33 Contractor may submit a claim in accordance with Subsection 107.15 – Disputes
34 and Claims for increased labor and material costs which are directly attributable to
35 the delay beyond the first fourteen (14) calendar days after the Notice to Proceed
36 date.

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

41
42 Once physical work has begun, the Contractor shall work expeditiously and
43 pursue the work diligently to completion with the contract time. If a portion of the
44 work is to be done in stages, the Contractor shall leave the area safe and usable
45 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 twenty one (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 (8) 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 (5) 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:

136 **(1) Changes in the Work, Additional Work, and Delays**
137 **Caused by the State.** If the Contractor believes that an extension of
138 time is justified on account of any act or omission by the State, and is
139 not adequately provided for in a field order or change order, it must
140 request the additional time as provided above. At the request of the
141 Engineer, the Contractor must show how the critical path will be
142 affected and must also support the time extension request with
143 schedules, as well as statements from its subcontractors, suppliers,
144 or manufacturers, as necessary. Claims for compensation for any
145 altered or additional work will be determined pursuant to Subsection
146 104.02 – Changes.

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

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

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

176
177 **(a)** In the written notice of delay to the Engineer, the
178 Contractor describes possible effects on the completion date
179 of the contract. The description of delays shall:
180

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

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

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

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

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

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

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

(b) The Contractor, if requested, must submit to the Engineer within five (5) days after a firm delivery date for the material and equipment is established, a written statement regarding the delay. The Contractor must justify the delay as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(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 One Hundred (100) Working Days or One Hundred Forty (140) Calendar Days or Less.** For contracts of \$2,000,000 or less or for contract time of one hundred (100) working days or one hundred forty (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 One Hundred (100) Working Days Or One Hundred Forty (140) Calendar Days. For contracts which have a contract amount more than \$2,000,000 or contract time of more than one hundred (100) working days or one hundred forty (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 One Hundred (100) Working Days or One Hundred Forty (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 twenty (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 (5) 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:

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

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

(c) The production rate per eight (8) 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 (8) 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 (2) 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 four (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.

(l) 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 (3) weeks' work. Number of copies of the detailed work schedule to be submitted will be determined by the Engineer. The three (3) 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 (3) 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 (3) 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 (2) 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 \$ 5,000.00 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 \$2,500 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 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 order 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 thirty (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 (7) 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 State has an interest. If the Engineer does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction materials for the State's account in accordance with the standards of HRS Chapter 490:2-706.

(D) Compensation.

(1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by HAR Subchapter 15, Chapter 3-122. If the Contractor fails to file a termination claim within one (1) 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.

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

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

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

After the Engineer is satisfied that the project appears substantially complete a final inspection shall be scheduled within ten (10) working days after receipt of the Contractor's latest letter of notification that the project is ready for final inspection.

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

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

When the date of substantial completion has been determined by the State, liquidated damages for the failure to complete the punchlist, if due to the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated 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 (10) 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 (1) 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 (5) 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:

- 1091 (1) All written guarantees required by the contract.
1092
1093 (2) Complete and certified weekly payrolls for the Contractor and
1094 its subcontractor's.
1095
1096 (3) Certificate of plumbing and electrical inspection.
1097
1098 (4) Certificate of building occupancy.
1099
1100 (5) Certificate for soil treatment and wood treatment.
1101
1102 (6) Certificate of water system chlorination.
1103
1104 (7) Certificate of elevator inspection, boiler and pressure pipe
1105 installation.
1106
1107 (8) Tax clearance.
1108
1109 (9) All other documents required by the Contract or by law.
1110

1111 **(B) Failure to Meet Closing Requirements.** The Contractor shall meet
1112 the applicable closing requirements within sixty (60) days from the date of
1113 Project Acceptance or the agreed to Punchlist complete date. Should the
1114 Contractor fail to comply with these requirements, the Engineer may
1115 terminate the contract for cause."
1116
1117
1118
1119
1120

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.**

48 Sums necessary to meet the claims of any governmental agencies
49 may be withheld from the sums due the Contractor until said
50 claims have been fully and completely discharged or otherwise
51 satisfied.”
52
53
54
55
56

END OF SECTION 109

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

2
3 Make the following amendments to said Section:

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

6
7 **“202.04 Measurement.** The Engineer will measure removal of structures and
8 obstructions per square yard in accordance with the contract documents. The
9 Engineer will compute quantities by the length and width of the structures to be
10 removed. Saw cutting and disposal of the concrete shall be incidental to the pay
11 item.”

12
13 (II) Amend **202.05 Payment** by revising lines 122 to 131 to read as follows:

14
15 **“202.5 Payment.** The Engineer will pay for the accepted pay items listed below
16 at the contract price per pay unit, as shown in the proposal schedule. Payment
17 will be full compensation for the work prescribed in this section and the contract
18 documents.”

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

21 Pay Item	22 Pay Unit
23 Removal of Concrete Structures	24 Square Yard

25
26
27 **END OF SECTION 202**

Make the following amendments to said Section:

- “204.04 Measurement.**

(B) The Engineer will measure trench backfill per cubic yard. The Engineer will compute quantities of trench backfill material incorporated into the work on a volume basis, using the length, width, and depth of the trench.”

- “204.05 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 documents.”

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

Pay Item	Pay Unit
Trench Excavation	Cubic Yard
Trench Backfill	Cubic Yard

The Engineer will pay removal of material from depths greater than depths indicated in the contract documents in accordance with Subsection 104.02 – Changes.

END OF SECTION 204

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

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

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

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

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

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

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

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

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

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

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

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

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

79 **209.03 Construction.**

81 **(A) Preconstruction Requirements.**

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

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

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

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

1. An identification of potential pollutants and their sources.
2. A list of all materials and heavy equipment to be used during construction.
3. Descriptions of the methods and devices used to minimize the discharge of pollutants into State waters, drainage or sewer systems.
4. Details of the procedures used for the maintenance and subsequent removal of any erosion or siltation control devices.
5. Methods of removing and disposing hazardous wastes encountered or generated during construction.
6. Methods of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydrodemolition water.
7. Spill Control and Prevention and Emergency Spill Response Plan.
8. Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.
9. Methods of storing and handling of oils, paints and other products used for the project.
10. Material storage and handling areas, and other staging areas.
11. Concrete truck washouts.

- 136 **12.** Concrete waste control.
- 137
- 138 **13.** Fueling and maintenance of vehicles and other
- 139 equipment.
- 140
- 141 **14.** Tracking of sediment offsite from project entries
- 142 and exits.
- 143
- 144 **15.** Litter management.
- 145
- 146 **16.** Toilet facilities.
- 147
- 148 **17.** Other factors that may cause water pollution, dust
- 149 and erosion control.
- 150

151 **(b)** Provide plans indicating location of water pollution, dust

152 and erosion control devices; provide plans and details of BMPs

153 to be installed or utilized; show areas of soil disturbance in cut

154 and fill, indicate areas used for construction staging and

155 storage including items (1) through (17) above, storage of

156 aggregate (indicate type of aggregate), asphalt cold mix, soil or

157 solid waste, equipment and vehicle parking, and show areas

158 where vegetative practices are to be implemented. Indicate

159 intended drainage pattern on plans. Include flow arrows.

160 Include separate drawing for each phase of construction that

161 alters drainage patterns. Indicate approximate date when

162 device will be installed and removed.

163

164 **(c)** Construction schedule.

165

166 **(d)** Name(s) of specific individual(s) designated responsible

167 for water pollution, dust, and erosion controls on the project

168 site. Include home, cellular, and business telephone numbers,

169 fax numbers, and e-mail addresses.

170

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

172

173 **(f)** For projects with an NPDES Permit for Construction

174 Activities, submit information to address all sections in the

175 Storm Water Pollution Prevention Plan (SWPPP).

176

177 **(g)** For projects with an NPDES Permit, information required

178 for compliance with the conditions of the Notice of General

179 Permit Coverage (NGPC)/NPDES Permit.

180

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

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

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

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

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

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

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

Address all comments received from the Engineer.

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

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

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

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

For projects with an NPDES Permit for Construction activities:

(1) For construction areas discharging into waters not impaired for nutrients or sediments, complete initial stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.

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

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

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

(1) Prepping the soil for vegetative or non-vegetative stabilization;

(2) Applying mulch or other non-vegetative product to the exposed area;

(3) Seeding or planting the exposed area;

(4) Starting any of the activities in items (1) – (3) above on a portion of the area to be stabilized, but not on the entire area; and

(5) Finalizing arrangements to have stabilization product fully installed in compliance with the deadline for completing initial stabilization activities.

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

(1) For vegetative stabilization, all activities necessary to initially seed or plant the area to be stabilized; and/or

(2) For non-vegetative stabilization, the installation or application of all such non-vegetative measures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Properly maintain all Site-Specific BMP measures.

For projects with an NPDES Permit for Construction Activities:

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

(a) Weekly.

(b) Within 24 hours of any rainfall of 0.25 inch or greater which occurs in a 24-hour period.

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

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

(a) Weekly.

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

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

(a) Weekly.

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

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

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

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

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

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

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

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

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

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

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

(F) Solid Waste. Submit the Solid Waste Disclosure Form for Construction Sites to the Engineer within 21 calendar days of date of award. Provide a copy of all the disposal receipts from the facility permitted by the Department of Health to receive solid waste to the Engineer monthly. This should also include documentation from any intermediary facility where solid waste is handled or processed, or as directed by the Engineer.

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

209.04 Measurement.

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

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

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

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

Pay Item	Pay Unit
Installation, Maintenance, Monitoring, and Removal of BMP	Lump Sum
Additional Water Pollution, Dust, and Erosion Control	Force Account

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

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

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

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

Appendix A

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

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Construction debris, green waste, general litter</i>	• <i>Separate contaminated clean up materials from construction and demolition (C&D) wastes.</i> • <i>Provide waste containers (e.g., dumpster or trash receptacle) of sufficient size and number to contain construction and domestic wastes.</i> • <i>Inspect construction waste and recycling areas regularly.</i> • <i>Schedule solid waste collection regularly.</i> • <i>Schedule recycling activities based on construction/demolition phases.</i> • <i>Empty waste containers weekly or when they are two-thirds full, whichever is sooner.</i> • <i>Do not allow containers to overflow. Clean up immediately if they do.</i> • <i>On work days, clean up and dispose of waste in designated waste containers.</i> • <i>See Solid Waste Management Section SM-6 for additional requirements.</i> • <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i> • <i>Collect and dispose of all waste materials in trash dumpsters. Place dumpsters, with secure watertight lids, away from storm water conveyances and drains, in a covered materials storage area.</i> • <i>Dispose of construction and non- construction solid waste in accordance with State DOH regs.</i> • <i>Load removed non- recyclable vegetation directly onto trucks; cover and transport to a licensed facility</i>	<i>See Solid Waste Management Section SM-6. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Materials associated with the operation and maintenance of equipment, such as oil, fuel, and hydraulic fluid leakage</i>	• <i>Use off-site wash racks, repair and maintenance facilities, and fueling sites when practical.</i> • <i>Designate bermed wash area if cleaning on site is necessary.</i> • <i>Place drip pans or drop cloths under vehicles and equipment to absorb spills or leaks.</i> • <i>Provide an ample supply of readily available spill cleanup materials.</i> • <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i> • <i>Do not clean surfaces or spills by hosing the area down.</i> • <i>Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</i> • <i>Inspect on-site vehicles and equipment regularly and immediately repair leaks.</i> • <i>Regularly inspect fueling areas and storage tanks.</i> • <i>Train employees on proper maintenance and spill practices and procedures and fueling and cleanup procedures.</i> • <i>Store diesel fuel, oil, hydraulic fluid, or other petroleum products or other chemicals in water-tight containers and provide cover or secondary containment.</i> • <i>Do not remove original product labels and comply with manufacturer's labels for proper disposal.</i> • <i>Dispose of containers only after all the product has been used.</i> • <i>Dispose of or recycle oil or oily wastes according to Federal, State, and Local requirements.</i> • <i>Store soaps, detergents, or solvents under cover or other means to prevent contact with rainwater.</i> • <i>See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13 and Material Storage and Handling Section SM-2 for additional requirements.</i>	<i>See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13, and Material Storage and Handling, Section SM-2, and Spill Prevention and Control SM-10.</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
Soil erosion from the disturbed areas	• Provide Soil Stabilization, Slope Protection, Storm Drain Inlet Protection SC-1, Perimeter Controls and Sediment Barriers, Sediment Basins and Detention Ponds, Check Dams SC-3 ,Level Spreader EC-6, Paving Operations SM-20, Construction Roads and Parking Area Stabilization SC-10, Controlling Storm Water Flowing Onto and Through the Project, Post-Construction BMPs, and Non-Structural BMPs (Construction BMP Training SM-1, Scheduling SM-14, Location of Potential Sources of Sediment SM-15, Preservation of Existing Vegetation SM-17). • Delineate, and clearly mark off, with flags, tape, or other similar marking device all natural buffer areas defined in the SWPPP. • Preserve native topsoil where practicable. • In areas where vegetative stabilization will occur, restrict vehicle/equipment use in areas to avoid soil compaction or condition soil to promote vegetative growth. • For Storm Drain Inlet Protection, clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised. • Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same day in which it is found or by the end of the following work day if removal by the same day is not feasible. • Sediment basins shall be designed and maintained in accordance with HAR Chapter 11-55. • Minimize disturbance on steep slopes (Greater than 15% in grade). • If disturbance of steep slopes are unavoidable, phase disturbances and use stabilization techniques designed for steep grades. • For temporary drains and swales use velocity dissipation devices within and at the outlet to minimize erosive flow velocities.	Soil Stabilization 1. SM-22 Topsoil Management 2. EC-12 Seeding and Planting 3. EC-14 Mulching 4. EC-11 Geotextiles and Mats Slope Protection 1. EC-12 Seeding and Planting 2. EC-14 Mulching 3. EC-11 Geotextiles and Mats 4. EC-4 Slope Roughening, Terracing, and Rounding 5. EC-7 Slope Drains and Subsurface Drains 6. EC-9 Slope Interceptor or Diversion Ditches/Berms SC-1 Storm Drain Inlet Protection

<i>Pollutant Source</i>	<i>Appropriate Site-Specific BMP to be Implemented</i>	<i>BMP Requirements</i>
		<i>Perimeter Controls and Sediment Barriers</i> <i>1. SC-7 Silt Fence or Filter Fabric Fence</i> <i>2. SC-2 Vegetated Filter Strips and Buffers</i> <i>3. SC-6 Compost Filter Berm/Sock</i> <i>4. SC-8 Sandbag Barrier</i> <i>5. SC-9 Brush or Rock Filter</i> <i>Sediment Basins and Detention Ponds</i> <i>1. SC-4 Sediment Trap</i> <i>2. SC-5 Sediment Basin</i> <i>SC-3 Check Dams</i> <i>EC-6 Level Spreader</i> <i>SM-20 Paving Operations</i> <i>SC-10 Construction Roads and Parking Area Stabilization</i>

<i>Pollutant Source</i>	<i>Appropriate Site-Specific BMP to be Implemented</i>	<i>BMP Requirements</i>
		<i>Controlling Storm Water Flowing onto and Through the Project</i> <i>1. EC-3 Run-On Diversion</i> <i>2. EC-5 Earth Dike, Swales and Ditches</i> <i>Post Construction BMPs</i> <i>1. EC-2 Flared Culvert End Sections</i> <i>2. EC-10 Rip-Rap and Gabion Inflow Protection</i> <i>3. EC-8 Outlet Protection and Velocity Dissipation Devices</i> <i>4. SM-22 Topsoil Management</i> <i>Non-Structural BMPs</i> <i>1. SM-1 Construction BMP Training</i> <i>2. SM-14 Scheduling</i> <i>3. SM-15 Location of Potential Sources of Sediment</i> <i>4. SM-17 Preservation of Existing Vegetation</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Sediment from soil stockpiles</i>	• <i>Locate stockpiles a minimum of 50 feet or as far as practicable from concentrated runoff or outside of any natural buffers identified on the SWPPP.</i> • <i>Place bagged materials on pallets and under cover.</i> • <i>Provide physical diversion to protect stockpiles from concentrated runoff.</i> • <i>Cover stockpiles with plastic or comparable material when practicable.</i> • <i>Place silt fence, fiber filtration tubes, or straw wattles around stockpiles.</i> • <i>Do not hose down or sweep soil or sediment accumulated on pavement or other impervious surfaces into any storm water conveyance (unless connected to a sediment basin, sediment trap, or similarly effective control), storm drain inlet, or state water.</i> • <i>Unless infeasible, contain and securely protect stockpiles from the wind.</i> • <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. See Stockpile Management Section SM-3 for additional requirements.</i>	<i>See Stockpile Management Section SM-3. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i>
<i>Emulsified asphalt or prime/tack coat</i>	• <i>Provide training for employees and contractors on proper material delivery and storage practices and procedures.</i> • <i>Restrict paving operations during wet weather to prevent paving materials from being discharged.</i> • <i>Use asphalt emulsions such as prime coat when possible.</i> • <i>Protect drain inlet structures and manholes during application of tack coat, seal coat, slurry seal, and fog seal.</i> • <i>Keep ample supplies of drip pans and absorbent materials on site.</i> • <i>Inspect inlet protection devices.</i> • <i>See Material Storage and Handling Section SM-2 and Paving Operations Section SM-20 for additional requirements.</i> • <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i>	<i>See Material Storage and Handling Section SM-2, and Stockpile Management Section SM-3, Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Materials associated with painting, such as paint and paint wash solvent</i>	<i>Hazardous chemicals shall be well-labeled and stored in original containers.</i> <i>Keep ample supply of cleanup materials on site.</i> <i>Dispose container only after all of the product has been used.</i> <i>Remove as much paint from brushes on painted surface.</i> <i>Rinse from water-based paints shall be discharged into the sanitary sewer system where possible. If not, direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i> <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i> <i>Do not dump liquid wastes into the storm drainage system.</i> <i>Filter and re-use solvents and thinners.</i> <i>Dispose of oil-based paints and residue as a hazardous waste.</i> <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i> <i>Immediately clean up spills and leaks.</i> <i>Properly store paints, solvents, and epoxy compounds.</i> <i>Properly store and dispose waste materials generated from painting and structure repair and construction activities.</i> <i>Mix paints in a covered and contained area, when possible, to minimize adverse impacts from spills.</i> <i>Do not apply traffic paint or thermoplastic if rain is forecasted.</i> <i>See Material Storage and Handling Use SM-2, Hazardous Materials and Waste Management Section SM-9, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21 for additional requirements.</i> <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i>	<i>See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, Hazardous Materials and Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Industrial chemicals, fertilizers, and/or pesticides</i>	• <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i> • <i>Keep ample supply of cleanup materials on site.</i> • <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i> • <i>Do not clean surfaces or spills by hosing the area down.</i> • <i>Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge.</i> • <i>Dispose container only after all of the product has been used.</i> • <i>Retain a complete set of safety data sheets (formerly MSDS) on site.</i> • <i>Store industrial chemicals in water-tight containers and provide either cover or secondary containment.</i> • <i>Provide cover when storing fertilizers or pesticides to prevent these chemicals from coming into contact with rainwater.</i> • <i>Restrict amount of pesticide prepared to quantity necessary for the current application.</i> • <i>Do not apply fertilizers or pesticides during or just before a rain event.</i> • <i>Do not apply to stormwater conveyance channels with flowing water.</i> • <i>Comply with fertilizer and pesticide manufacturer's recommended usage and disposal instructions. Document departures from manufacturer's specifications in Attachment J.</i> • <i>Apply fertilizers at the appropriate time of year for the location, and preferably timed to coincide as closely as possible to the period of maximum vegetation uptake and growth.</i> • <i>Follow federal, state, and local laws regarding fertilizer application.</i> • <i>Do not dispose of toxic liquid wastes (solvents, used oils, and paints) or chemicals (additives, acids, and curing compounds) in dumpsters allocated for construction debris.</i>	<i>See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, and Hazardous Materials and Waste Management Section SM-9, and Spill Prevention and Control SM-10</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
	• Ensure collection, removal, and disposal of hazardous waste complies with regulations. Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler. See Material Storage and Handling Use SM-2, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.	
Hazardous waste (Batteries, Solvents, Treated Lumber, etc.)	• Do not dispose of toxic materials in dumpsters allocated for construction debris. • Ensure collection, removal, and disposal of hazardous waste complies with regulations. • Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler. • Segregate and recycle wastes from vehicle/equipment maintenance activities such as used oil or oil filters, greases, cleaning solutions, antifreeze, automotive batteries, and hydraulic and transmission fluids. • Store waste in sealed containers, which are constructed of suitable materials to prevent leakage and corrosion, and which are labeled in accordance with applicable Resource Conservation and Recovery Act (RCRA) requirements and all other applicable federal, state, and local requirements. • All containers stored outside shall be kept away from surface waters and within appropriately sized secondary containment (e.g., spill berms, decks, spill containment pallets). Provide cover if possible. • Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly. • Do not clean surfaces or spills by hosing the area down. • Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.	See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Maintenance SM-12

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
	• <i>Ensure collection, removal, and disposal of hazardous waste complies with manufacturer's recommendations and is in compliance with federal, state, and local requirements.</i> • <i>See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Management, Vehicle and Equipment Maintenance SM-12 for additional requirements.</i>	
<i>Metals and Building Materials</i>	• <i>Inspect construction waste and recycling areas regularly.</i> • <i>Schedule solid waste collection regularly.</i> • <i>If building materials or metals are stored on site (such as rebar or galvanized poles) store under cover under tarps or in containers.</i> • <i>Minimize the amount of material stored on site.</i> • <i>Do not stockpile uncovered metals or other building materials in close proximity to discharge points.</i> • <i>See Solid Waste Management Section SM-6 for additional requirements.</i>	<i>See Solid Waste Management Section SM-6</i>
<i>Contaminated Soil</i>	• <i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9 for additional requirements.</i> • <i>At minimum contain contaminated material soil by surrounding with impermeable lined berms or cover exposed contaminated material with plastic sheets.</i>	<i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Fugitive Dust Control and Dust Control Water</i>	• Do not over spray water for dust control purposes which will result in runoff from the area. • Apply water as conditions require. • Washing down of debris or dirt into drainage, sewage systems, or State waters is not allowed. • Minimize exposed areas through the schedule of construction activities. • Utilize vegetation, mulching, sprinkling, and stone/gravel layering to quickly stabilize exposed soil. • Direct construction vehicle traffic to stabilized roadways. • Cover dump trucks hauling material from the site with a tarpaulin. See Dust Control Section SM-19 for additional requirements.	See Dust Control Section SM-19
<i>Concrete Truck Wash Water</i>	• Disposal of concrete truck wash water via percolation is prohibited. • Wash concrete-coated vehicles or equipment off-site or in the designated wash area. • Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies. • Runoff from the on-site concrete wash area shall be contained in a temporary pit or level bermed area where the concrete can set. • Design the area so that no overflow can occur due to inadequate wash area sizing or precipitation. • The temporary pit shall be lined with plastic to prevent seepage of wash water into the ground. • Allow wash water to evaporate or collect wash water and all concrete debris in a concrete washout system bin. • Do not dump liquid wastes into storm drainage system. • Dispose of liquid and solid concrete wastes in compliance with federal, state, and local standards. • See Waste Management, Concrete Wash and Waste Management Section SM-4 for additional requirements.	See Waste Management, Concrete Wash and Waste Management Section SM-4

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Sediment Track-Out</i>	• <i>Include Stabilized Construction Entrance at all points that exit onto paved roads.</i> • <i>A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.</i> • <i>The pavement shall not be cleaned by washing down the street.</i> • <i>If sweeping is ineffective or it is necessary to wash the streets, wash water must be contained either by construction of a sump, diverting the water to an acceptable disposal area, or vacuuming the wash water.</i> • <i>Use BMPs for adjacent drainage structures.</i> • <i>Remove sediment tracked onto the street by the end of the day in which the track-out occurs.</i> • <i>Restrict vehicle use to properly designated exit points.</i> • <i>Include additional BMPs that remove sediment prior to exit when minimum dimensions cannot be met.</i> <i>See Stabilized Construction Entrance/Exit Section SC-11 for additional requirements.</i>	<i>See Stabilized Construction Entrance/Exit Section SC-11</i>
<i>Irrigation Water</i>	• <i>Consider irrigation requirements.</i> • <i>Where possible, avoid species which require irrigation.</i> • <i>Design, timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.</i> <i>See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation included in SWPPP Attachment A for additional requirements.</i>	<i>See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation</i>
<i>Hydrotesting Effluent</i>	• <i>If work includes removing, relocation or installing waterlines, and Contractor elects to flush waterline or discharge hydrotesting effluent into State waters or drainage systems, the Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form F application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Hydrotesting Activities if necessary. Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i>	<i>Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Dewatering Effluent</i>	<i>If excavation or backfilling operations require dewatering, and Contractor elects to discharge dewatering effluent into State waters or existing drainage systems, Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form G application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Dewatering Activities if necessary. See Site Planning and General Practices, Dewatering Operations Section SM-18 for additional requirements.</i>	<i>See Dewatering Operations SM-18. Site specific BMPs will be included in the NOI/NPDES Permit Form G submittal.</i>
<i>Saw-cutting Slurry</i>	• <i>Saw cut slurry shall be removed from the site by vacuuming.</i> • <i>Provide storm drain protection during saw cutting. See Paving Operations Section SM-20 for additional requirements.</i> <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i>	<i>See Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, Perimeter sediment controls where applicable</i>
<i>Concrete Curing Water</i>	• <i>Avoid overspraying of curing compounds.</i> • <i>Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.</i> <i>See California Stormwater BMP Handbook NS-12 Concrete Curing included in SWPPP Attachment A for additional requirements.</i>	<i>See California Stormwater BMP Handbook NS-12 Concrete Curing</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Plaster Waste Water</i>	• <i>Direct all wastewater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i> • <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i> • <i>Any significant residual materials remaining on the ground after the completion of construction shall be removed and properly disposed. If the residual materials contaminate the soil, then the contaminated soil shall also be removed and properly disposed of.</i> • <i>Plaster waste water shall not be allowed to flow into drainage structures or State waters. See Material, Storage and Handling Use SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.</i>	<i>See Material, Storage and Handling Use Section SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9</i>
<i>Water-Jet Wash Water</i>	• <i>For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical.</i> • <i>See Vehicle and Equipment Cleaning Section SM-11 for additional information.</i> • <i>For Water-Jet Wash Water used to clean impervious surfaces, the runoff shall not be allowed to flow into drainage structures or State Waters.</i>	<i>See Vehicle and Equipment Cleaning Section SM-11</i>
<i>Sanitary/Septic Waste</i>	• <i>Locate Sanitary facilities in a convenient place away from drainage facilities.</i> • <i>Position sanitary facilities so they are secure and will not be tipped over or knocked down.</i> • <i>Wastewater shall not be discharged to the ground or buried.</i> • <i>A licensed service provider shall maintain sanitary/septic facilities in good working order.</i> • <i>Schedule regular waste collection by a licensed transporter.</i> • <i>See Sanitary Waste Section SM-7 for additional requirements.</i>	<i>See Sanitary Waste Section SM-7.</i>

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END OF SECTION 209

STP-0700(098)
209-28a

1/14/22

1 **SECTION 305 – AGGREGATE SUBBASE COURSE**
2

3 Make the following amendments to said Sections:
4

5 **(I)** Amend **305.04 Measurement**, from line 54 to 55 to read as follows:
6

7 **“305.04 Measurement.** The Engineer will measure aggregate subbase
8 course per cubic yard in accordance with the contract documents. The
9 Engineer will compute quantities by the length, width, and depth of the
10 trench to be filled.”
11

12 **(II)** Amend **305.05 Payment**, from line 57 to 66 to read as follows:
13

14 **“305.05 Payment.** The Engineer will pay for the accepted aggregate
15 subbase course at the contract price per cubic yard. Payment will be full
16 compensation for the work prescribed in this section and the contract
17 documents.”
18

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

Pay Item	Pay Unit
Aggregate Subbase Course	Cubic Yard

21
22
23
24
25
26

27 **END OF SECTION 305**

1 **SECTION 411 • PORTLAND CEMENT CONCRETE PAVEMENT**
2

3 Make the following amendments to said Sections:
4

5 (I) Amend **411.04 Measurement**, by revising lines 955 to 961 to read as follows:
6

7 **“411.04 Measurement.** The Engineer will measure portland cement concrete
8 pavement per square yard in accordance with the contract documents. The
9 Engineer will compute quantities by the length and width of the structure to be
10 restored including the concrete curb and gutter. Drilling of the construction joint,
11 dowels, including epoxy and grease, shall be incidental to the pay item.”
12

13 (II) Amend **411.05 Payment**, by revising lines 963 to 975 to read as follows:
14

15 **“411.05 Payment.** The Engineer will pay for the accepted pay item listed below
16 at the contract price per pay unit, as shown in the proposal schedule. Payment
17 will be full compensation for the work prescribed in this section and the contract
18 documents.”

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

21 Pay Item	22 Pay Unit
23 Portland Cement Concrete Pavement with Curb & Gutter	24 Square Yard

25
26 **END OF SECTION 411**
27

DIVISION 600 - MISCELLANEOUS CONSTRUCTION

SECTION 601 - STRUCTURAL CONCRETE

601.01 Description. This section describes structural concrete, which consists of Portland Cement, fine aggregate, coarse aggregate, and water. It may also include adding admixtures for the purpose of entraining air, retarding or accelerating set, tinting, and other purposes as required or permitted. All concrete designs for structural concrete to be placed on HDOT Highway projects must use technology to reduce the embodied carbon footprint of concrete used in the highway infrastructure. e.g., carbon dioxide mineralization or equivalent technology such as C-S-H nanoparticle-based strength-enhancing admixture (CSH-SEA), or technology or material that allows the reduction in the size of the carbon footprint of the mix, e.g., strength improving admixtures, supplementary cementitious materials (SCMs), or other Engineer accepted methods that can reduce the embodied carbon footprint of the concrete.

601.02 Materials.

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

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

601.03 Construction.

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

Sample, test, and inspect concrete to ensure the quality of the components, materials, and concrete using quality control methods and testing. Sampling and testing for quality control must be performed by certified ACI Concrete Field Technician Grade I following the requirements of the standard test methods. Perform quality control tests for the slump, air content, temperature, unit weight, a Box Test for slip form concrete, or other required properties during the production of structural concrete other than concrete for incidental construction. Submit quality control test results.

47 **(B) Design and Designation of Concrete.** Design concrete mixture for con-
48 crete work specified. Submit mix design using State Highways Division form DOT
49 4-151 or an equivalent form accepted by the Engineer. Do not start work until the
50 Engineer accepts the mix design. The Engineer will accept a concrete mix design
51 complying with the information given in Table 601.03-1 - Design of Concrete, and
52 other pertinent requirements.

53 Whenever the concrete's 28-day compressive strength, f'_c , is 4,000 psi or
54 greater, designate concrete by the required minimum 28-day compressive
55 strength.

56
57 The concrete's 28-day compressive strength, f'_c , which is less than 4,000
58 psi listed in Table 601.03-1 – Design of Concrete, is for design information and
59 designation of a class.

60
61 Proportion concrete that is designated by a compressive strength so that
62 the concrete conforms to the required strength.

63
64 Design concrete placed in bridge decks and pavements exposed to traffic
65 wear, with air content of 3 percent, unless otherwise specified, including entrapped
66 and entrained air. Maintain air content for plastic concrete within a tolerance of 1
67 percent, plus or minus, during the work.

68
69 Use Class BD concrete in the bridge deck unless the concrete is designated
70 by compressive strength. Incorporate into the bridge deck concrete: water-reduc-
71 ing, shrinkage-reducing, and migrating corrosion-inhibiting admixtures. Allow also,
72 set-retarding admixtures in the concrete with the capability to vary the degree of
73 retardation without adversely affecting other characteristics of concrete. Submit
74 all the design admixture dosages.

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

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

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

80
81 Structural Concrete Design – The Carbon Dioxide mineralization process is
82 our preferred method for CO₂ footprint reduction for structural concrete. Other
83 Carbon Dioxide reduction options, materials, or technologies may be considered
84 for structural concrete mix designs if a Carbon Dioxide mineralization system on
85 the island is unavailable, or Carbon Dioxide is in short supply. Other options to
86 reduce concrete's Carbon Dioxide footprint includes but are not limited to adding
87 Supplementary Cementitious Materials, admixtures, blended hydraulic cements,
88 or a combination thereof. Additional means and methods of CO₂ footprint reduction
89 not listed herein may be used if their use can be justified and accepted by the
90 Engineer.

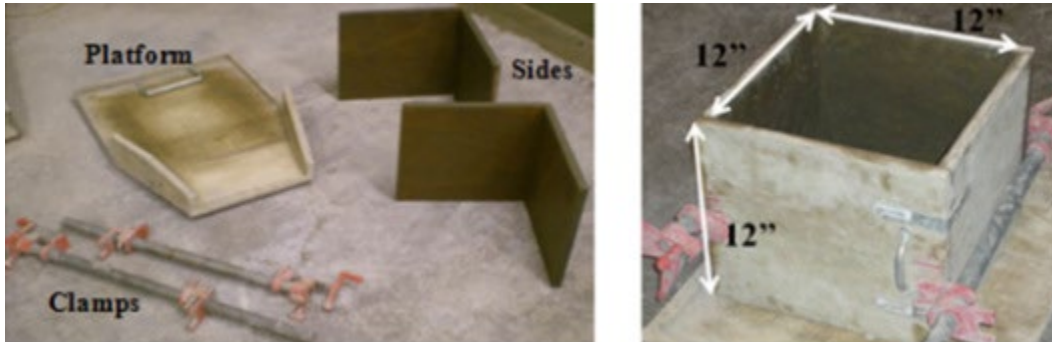
91 The reduced carbon footprint concrete mix design for all islands must have a reduction of Portland Cement content and still comply with the concrete design strength and other durability requirements as specified. See Table 601.03-1 Design of Concrete's specified limits for cement content, water cement ratio, and other properties when using CO₂ mineralization.

96 It should be noted that in some cases the use of SCMs in mixes may not result in
97 it having the same strength curve as their cement counterpart and more curing
98 time will be needed to meet and exceed the design strength. In such cases, the
99 Contractor may request a waiver from the 28-day limit. Submit laboratory test data

with the request to the Engineer. The waiver may be granted on a case-by-case basis, e.g., mass concrete. The Engineer reserves the right to limit the amount of SCMs in the mix or reject the mix design.

Slipform Concrete Design – The Box Test method measures the response of a slip form concrete mixture to vibration and the ability of the concrete to hold a vertical edge, thus determining the workability and suitability of the concrete mixture for slip-formed paving applications

Dimensions of the Box Test



The Figure above shows the components and the constructed inside dimensions. The Box Test used:

4 pcs - ½" nominal thickness or greater HDO Plyform with a hard, semi-opaque surface of thermosetting phenolic resin-impregnated material for the Test Box form, with a length, width, and height such that when the Test Box is constructed must have internal dimensions of 12" X12" X 12".

1 pc - ½" nominal thickness or greater HDO Plyform with a hard, semi-opaque surface of thermosetting phenolic resin-impregnated material approximately 24" X 24" or greater for the platform. It is optional that the platform is constructed as shown in the photos.

4 pcs- 2" X 2" L-brackets to be attached at two opposite external corners to hold the two Plyform pieces in an L-shape. (More brackets may be used if determined it is needed to keep the Test Box forms square, ridged, and in an L-shape.) Screws, glue, etc. if used must not cause bulges or protrude into the interior of the form.

Two each - 1.5ft pipe clamps

1 each - hand scoop

1 each - 1" square head pencil vibrator that must be able to vibrate at a minimum of 12,500 vibrations per minute. Provide a power source for the vibrator. Round-headed or larger vibrators must not be used.

1 each - ruler

1 each – 16-inch by 24-inch L-shaped steel framing square.

1 each – 18 or 24-inch I-Beam Level Spirit Level Tool

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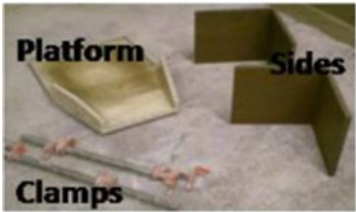
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The Box Test Steps

Sample concrete according to AASHTO R 60 Standard Practice for Sampling Freshly Mixed Concrete.

Dampen the forms and platform with form oil and assemble the Box Test components (forms, platform, and clamps) on a flat and level surface. The assembled 1 ft³ Test Box is held together by the pipe clamps and L-brackets on the platform. Scoop into the box the fresh concrete, each scoop must be uniformly distributed in the box, so each layer is approximately uniformly level. Stop the concrete placement when it reaches a height of approximately 9.5". Do not do any compaction during the placement of the concrete except for the dropping of concrete in the Test Box. With the vibrator at 12,500 vibrations per minute and keeping the head of the vibrator perpendicular to the platform and centered in the box, consolidate the concrete by inserting the 1" square head pencil vibrator. Take three seconds to lower the vibrator into the concrete until it almost reaches the bottom of the box. Do not touch the platform with the vibrator. Upon reaching the proximity of the bottom of the box immediately start raising the vibrator upward taking three seconds to remove the vibrator from the concrete. Do not do any further compaction or finishing of the concrete. Immediately, and carefully remove the pipe clamps from the side of the box, and then carefully with minimal disturbance of the concrete, remove the Box Test forms in an ascending vertical direction. Care must be taken to ensure the concrete will not stick to the L-shaped side wall forms. Immediately do a surface void evaluation and edge slump measurement of the concrete sample.

	Step 1	Gather the different components of the Box Test.
	Step 2	Construct box and place clamps tightly around box. Hand scoop mixture into box until the concrete height is 9.5" (241.3 mm).
	Step 3	Insert vibrator downward for 3 seconds and upward for 3 seconds. Remove vibrator.
	Step 4	After removing clamps and the forms, inspect the sides for surface voids and edge slumping.

Surface Void Evaluations

The grading of the response of a mixture to vibration must be assessed by comparing the surface voids observed on the sides of the box using Figure 3.

The void area for any of the four sides must not exceed what is shown in photo 2 of Figure 3, i.e., the void area must not be similar to the void areas shown in photos 3 and 4 or exceed them, to be considered an acceptable mix design for slip form pavement concrete.

If a mixture responded well to vibration, the overall surface voids should be minimal because the mortar was able to flow and fill these voids, hence the surface would have a small total void area. However, if the sides of the concrete formed by the box test had large amounts of surface voids, the mixture did not acceptably respond to the vibration. If the concrete did not respond acceptably to the vibration the mix design must be adjusted until the voids do not exceed the voids shown in photo 2 of Figure 3.

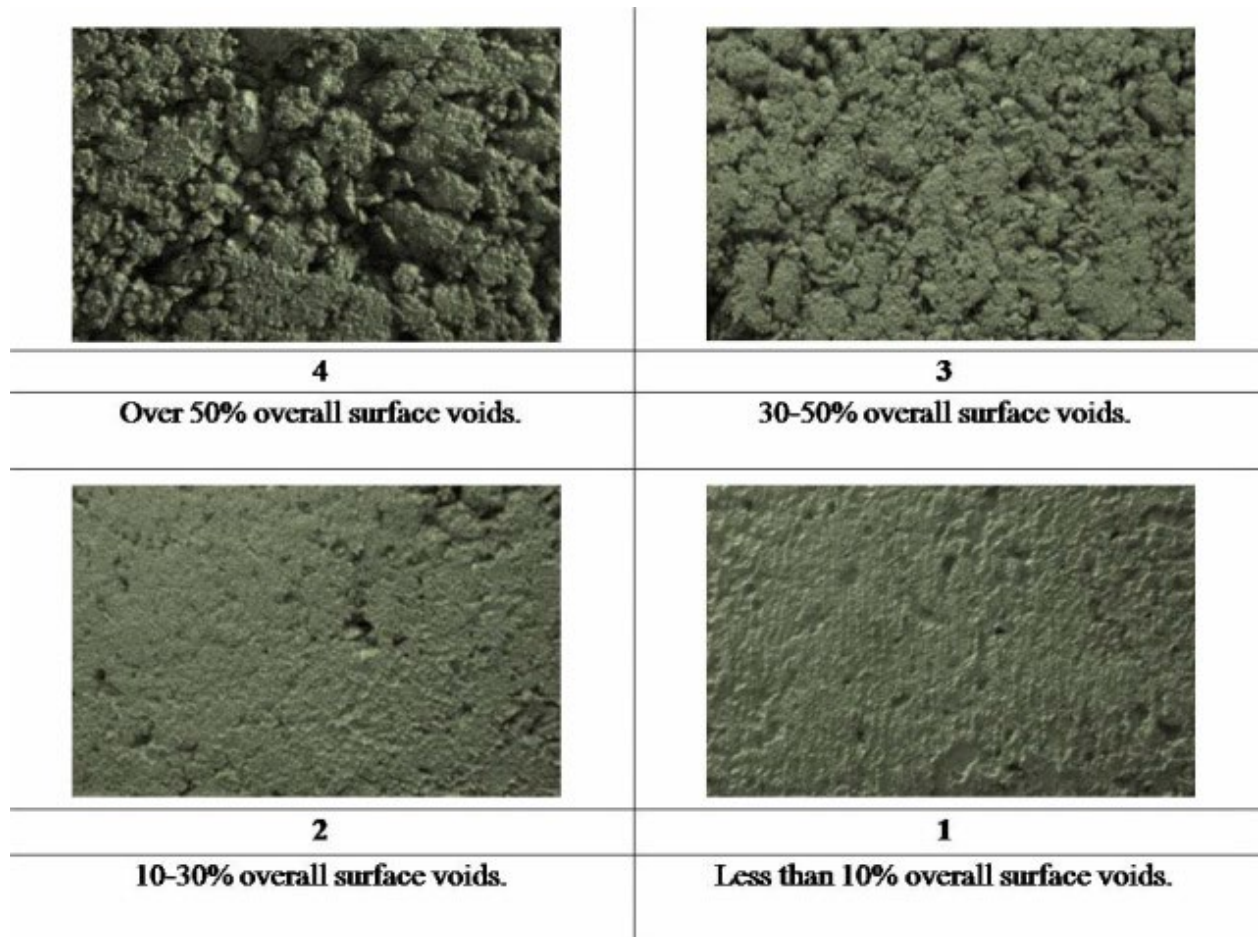


Figure 3 shows the estimated surface voids.

Top or Bottom Edge Slumping

The top or bottom edge slumping must be measured by placing an L-shaped steel framing square straightedge at the point the concrete sample protrudes at each face the most. Use the I-Beam Spirit Level and a tape measure or ruler with the L-shaped steel framing square to measure the distance between the I-Beam Level Spirit Level and the upper surface of the concrete sample along its edge. that is not protruding and is vertical to find the length of the longest extruding point for each face. Do a measurement on each of the four sides, measuring the top and bottom slump of the test sample.

If no vertical face can be found on a side the concrete mix design is not suitable for use in slip forming. If the top or bottom edge slumping exceeds $\frac{1}{4}$ " for any side, the concrete mix design is not suitable for use in slip forming.

Videos of Box Test

<https://youtu.be/XnKbxs3bAoQ>

<https://youtu.be/P6MKXItCiU8>

Verify that the concrete is an acceptable concrete mix design by performing a minimum of two more acceptable consecutive Box Tests that did not exceed the maximum void area and edge slump requirements. If the two acceptable consecutive Box Tests cannot be accomplished, then adjust the concrete mix design and start the testing process over again.

In addition to the Box Test performed during the testing of the mix design in the Contractor's material testing laboratory perform additional Box Tests on production concrete in the field during the test strip or first production pour whichever is earliest. Adjust the mix if the results indicate the concrete does not meet the above requirements. Perform Box Test in the field once a month if pouring is continuous or when the Engineer requests it to be performed.

Use the absolute volume method to proportion concrete materials in accordance with requirements of concrete designated by class, cement content in pounds per cubic yards, or specified 28-day compressive strength. Use absolute volumetric proportioning methods as outlined in the American Concrete Institute (ACI) Standard 211.1, "Recommended Practices for Selecting Proportions for Normal and Heavyweight Concrete".

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

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

TABLE 601.03-2 – STANDARD METHODS	
Sampling Fresh Mixed Concrete	AASHTO T 141
Mass Per Cubic Meter (Cubic Foot) Yield and Air Content (Gravimetric) of Concrete	AASHTO T 121
Slump of Hydraulic Cement Concrete	AASHTO T 119
Air Content of Freshly Mixed Concrete by the Pressure Method	AASHTO T 152
Specific Gravity and Absorption of Fine Aggregate	AASHTO T 84
Specific Gravity and Absorption of Coarse	AASHTO T 85

Aggregate	
Temperature of Freshly Mixed Portland Cement Concrete	ASTM C1064
Making and Curing Concrete Test Specimens in the Field	AASHTO T 23
Compressive Strength of Molded Concrete Cylindrical Specimens	AASHTO T 22 (4-inch by 8-inch or 6-inch by 12-inch cylinders)
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	AASHTO T 97

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

(1) When past performance records are available, furnish the following documented performance records:

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

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

The Engineer will analyze performance records to establish the standard deviation.

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

Unless sufficient performance records are available from other projects at DOT Materials Testing and Research Branch (MTRB), submit test performance records or trial test reports for prequalifications, based on data of the most recent

tests made on the concrete of the proposed mix design. The data must be from tests that have been performed within one year of the proposed use and done at an accredited material testing laboratory by certified material testing personnel.

Include the following information in test data and trial batch test reports: date of mixing; mixing equipment and procedures used; the size of batch in cubic yards and weight, type, and source of ingredients used; slump of concrete; air content of concrete when using an air-entraining agent; the age of the sample at the time of testing; and strength of concrete cylinders or beams tested.

Show that concrete strength tests equal or exceed minimum average strength in trial test reports. The test is an average of 28-day test results of five consecutive concrete cylinders or concrete beams taken from a single batch. No cylinder or beam must have a strength less than 85 percent of the minimum average strength.

Submit test data and trial test reports signed by an official of an accredited laboratory that performed tests.

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

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

(1) Portland Cement. Either sacked or bulk cement may be used. Do not use a fraction of the sack of cement in the concrete batch unless cement is weighed.

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

Batching accuracy must be within 1 percent, plus or minus, of the required weight.

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

(3) Aggregates. When storing and stockpiling aggregates, avoid

separation of coarse and fine particles within each size, and do not intermix various sizes before proportioning. Protect stored or stockpiled aggregates from dust or other foreign matter. Do not stockpile together, aggregates from different sources and of different gradations.

When transporting aggregates from stockpiles or other sources to batching plant, ensure uniform grading of material is maintained. Do not use aggregates that have become segregated or mixed with earth or foreign matter. Stockpile or bin aggregates at least 12 hours before batching. Produce or handle aggregates by hydraulic methods and wash and drain aggregates. If aggregates exhibit high or non-uniform moisture content, the Engineer may order storage or stockpiling for more than 12 hours or remixing of the stockpile, or other remedial methods. Keep using remedial methods until moisture content problems are resolved. When there is clay or dirt on the aggregate wash the aggregate until they are in a quantity that no longer affects the concrete mix and is accepted by the Engineer.

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

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

(4) Admixtures. Ensure that all admixtures used are compatible with all the other admixtures used in the concrete mix. Store, proportion, and dispense admixtures in accordance with the following provisions:

(a) Liquid Admixtures. Dispense chemical admixtures, in liquid form, e.g., air-entraining admixtures, and corrosion inhibiting admixtures. Use mechanical dispensers for liquid admixtures with sufficient capacity to measure the prescribed quantity for each batch of concrete. Include a graduated measuring unit in each dispenser to measure liquid admixtures to within 5 percent, plus or minus, of the prescribed quantity for each batch. Read graduations accurately from point of measuring unit, and control proportioning operations to permit a visual check of batch accuracy before discharging. Mark each measuring unit clearly for type and quantity of admixture.

Arrange with the supplier to provide a sampling device consisting of a valve located in a safe and accessible location for

sampling admixtures. Sampling is not required if not otherwise provided.

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

When using liquid admixtures in concrete that are completely mixed in paving or continuous mixers, operate dispensers automatically with batching control equipment. Equip such dispensers with an automatic warning system that will provide visible or audible signals at the point where proportioning operations are controlled, when the following occurs: quantity of admixture measured for each batch of concrete varies from pre-selected dosage by more than 5 percent, or the entire contents of measuring unit from the dispenser are not emptied into each batch of concrete.

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

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

(b) Mineral Admixtures. Protect mineral admixtures from exposure to moisture or other deleterious conditions until used. Pile sacked material of each shipment to permit access for tally, inspection, and identification.

Provide adequate facilities to ensure that mineral admixtures meeting specified requirements are kept separate from other mineral admixtures and that only specified mineral admixtures can enter the work's concrete mix. Provide safe and suitable facilities for sampling mineral admixtures at weigh hopper or in the feed line immediately in advance of the hopper.

Incorporate mineral admixtures into the concrete using equipment complying with the requirements for Portland Cement weigh

hoppers and charging and discharging mechanisms specified in ASTM C94 and Subsection 601.03(C) - Batching.

When concrete is completely mixed in stationary paving or continuous mixers, weigh mineral admixture in a separate weigh hopper. Introduce mineral admixture and cement simultaneously into the mixer, proportionately with aggregate.

When interlocks are required for cement-charging mechanisms, and cement and mineral admixtures are weighed cumulatively, interlock their charging mechanisms to prevent the introduction of mineral admixture until the mass of cement in the weighing hopper is within tolerances specified in Subsection 601.03(C)(1) - Portland Cement.

In determining the maximum quantity of free water that may be used in concrete, consider mineral admixture to be cement.

(5) Bins and Scales. At the batching plant, use individual bins, hoppers, and scales for each aggregate size. Include a separate bin, hopper, and scale for bulk cement and fly ash.

Except when proportioning bulk cement for pavement or structures, the cement weigh hopper may be attached to a separate scale for individual weighing or to an aggregate scale for cumulative weighing. If cement is weighed cumulatively, weigh cement before other ingredients.

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

Use a springless-dial or beam-type batching scales. When using beam-type scales, make provisions to show the operator that the required load in the weighing hopper is approaching. Use devices that show conditions within the last 200 pounds of load and within 50 pounds of overload.

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

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

(6) Batching and Hauling. When mixing is to be performed at the work site, transport aggregates from batching plant to the mixer in batch boxes,

vehicle bodies, or other containers of adequate capacity and construction. Use partitions to separate batches and prevent spilling from one compartment to another while in transit or during dumping.

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

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

(D) Mixing. Mix concrete in mechanically operated mixers. When accepted by the Engineer, batches that do not exceed 1/3 cubic yard may be hand-mixed in accordance with methods described at end of this subsection.

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

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

Equip central or truck mixers with an attachment for automatically timing the mixing of each concrete batch. The timing device must include an automatic feature for locking the discharge chute and a device for warning the operator when the required mixing duration has been met. If the timing or locking device fails to operate, immediately furnish a clock or watch that indicates seconds, to the mixer operator. If the timing device is not repaired within three days after becoming

483 inoperative, shut down batching operation until the timing device is repaired.
484

485 For stationary mixers, use mixing time between 50 seconds and 5 minutes.
486 Select mixing time, as necessary, to produce concrete that meets uniformity crite-
487 ria when tested in accordance with Section 11.3.3 of ASTM C94. The Contractor
488 may designate mixing time for which uniformity tests are to be performed, provided
489 mixing time is not less than 50 seconds or more than 5 minutes. Before using
490 concrete for pavements or structures, mix concrete to meet specified uniformity
491 requirements. The Contractor must furnish labor, sampling equipment, and mate-
492 rials required for conducting uniformity tests, including the Box Test, and the Con-
493 tractor's quality control for the concrete mixture. The Engineer will not furnish for
494 the Contractor's quality control, testing equipment, e.g., scales, cubic measure,
495 and air meter; and will not perform the Contractor's quality control tests. The En-
496 gineer will not pay separately for the Contractor's quality control, e.g., labor, equip-
497 ment, materials, or testing, but will consider the costs incidental to concrete. After
498 batching and mixing operational procedures are established, the Engineer will not
499 allow changes in procedures without the Contractor re-establishing procedures by
500 conducting uniformity tests. Repeat mixer performance tests whenever the ap-
501 pearance of concrete or coarse aggregate content of samples is not complying
502 with the requirements of ASTM C94. For truck mixers, add four seconds to the
503 specified mixing time if timing starts as soon as the skip reaches its maximum
504 raised position.
505

506 Unless otherwise indicated in the Contract Documents or accepted by the
507 Engineer, concrete must be mixed at proportioning plant. Operate mixer at agit-
508 ating speed while in transit. Concrete may be truck-mixed only when cement or
509 cement and mixing water are added at the point of delivery. Begin mixing truck-
510 mixed concrete immediately after the introduction of mixing water to cement and
511 aggregates, or introduction of cement to aggregates.
512

513 Inclined-axis, revolving drum truck mixers must comply with Truck Mixer,
514 Agitator and Front Discharge Concrete Carrier Standards TMMB 100-01, 15th Re-
515 vision, or later published by Truck Mixer Manufacturers Bureau. Truck mixers must
516 produce a thoroughly mixed and uniform mass of concrete and must discharge
517 concrete without segregation.
518

519 The manufacturer's standard metal rating plate must be attached to each
520 truck mixer, stating maximum rating capacity in terms of volume of mixed concrete
521 for various uses, and maximum and minimum mixing speeds. When using truck
522 mixers for mixing, adhere to the maximum capacity shown on the metal rating plate
523 for the volume of concrete in each batch.
524

525 Operate truck mixers at the mixing speed designated by the manufacturer,
526 but at not less than 6 or more than 18 revolutions per minute. Mix truck-mixed
527 concrete initially between 70 and 100 revolutions at manufacturer-designated mix-
528 ing speed, after ingredients, including water, are in the mixer. Water may be added

to the mixture not more than two times after the initial mixing is completed. The addition of water at the project site must comply with the requirements of Subsection 503.03. Each time that water is added, turn the drum an additional 30 revolutions or more at mixing speed until the concrete is mixed uniformly.

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

When accepted by the Engineer, concrete batches not exceeding 1/3 cubic yard may be hand-mixed on a watertight, level platform. Measure the proper amount of coarse aggregate in measuring boxes and spread it on the platform. Spread fine aggregate on that coarse aggregate layer. Limit coarse and fine aggregate layers to a total depth of one foot. Spread dry cement on this mixture. Turn whole mass not less than two times dry. Add sufficient clean water, and distributed it evenly. Turn whole mass again, not less than three times, not including placing in carriers or forms. Mortar mixers of appropriate size may be used when accepted by the Engineer.

(E) Transporting Mixed Concrete. Transport central-mixed concrete to the delivery point in truck agitators or truck mixers operating at speed designated by the equipment manufacturer as agitating speed; or in non-agitating hauling equipment, provided consistency and workability of mixed concrete upon discharge at the delivery point suitable for placement and consolidation in place. The mixed concrete after hauling to the delivery point must comply with the uniformity criteria when tested as specified in Section 12.5 of ASTM C94.

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

Bodies of non-agitating hauling equipment must be smooth, watertight, metal containers equipped with gates to permit control of concrete discharge. Protect open-topped haul vehicle against the weather and wind with cover accepted by the Engineer.

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

When a truck mixer or agitator is used for transporting central-mixed concrete to the delivery point, complete discharge within 1-1/2 hours, after the introduction of mixing water to cement and aggregates, or cement to aggregates. For

truck-mixed concrete, complete concrete discharge within 1-1/2 hours. This time limitation is permitted to be waived by the Engineer if after the 1-1/2-hour time limit has been reached, the concrete has a slump that it can be placed, without the addition of water to the batch and hydration of the concrete has not started, i.e., the temperature of the concrete is less than 90 degrees F or the required maximum temperature of the concrete. Also, the set time is increased by the use of a retarder in the mix design and acceptance of the increased set time is obtained before use from the Engineer.

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

- (1) Name of concrete plants.
- (2) Serial number of the ticket.
- (3) Date and truck number.
- (4) Name of Contractor.
- (5) Specific project, route, or designation of job (name and location).
- (6) Specific class or designation of concrete in accordance with Contract Documents.
- (7) Quantity of concrete in cubic yards.
- (8) Time of loading batch or mixing of cement and aggregates.
- (9) Water added by the receiver of concrete and receiver's initials.
- (10) Information that is necessary to calculate the total mixing water added by the producer. Total mixing water includes free water on aggregates, water, and water added by the truck operator from the mixer tank at the project site.
- (11) The amount of water held back from the batched concrete mix that can be added to the concrete mix at the project and still not cause the mix to exceed the accepted mix design water to cement ratio.
- (12) Readings of non-resettable revolution counters of truck mixers after the introduction of cement to aggregates, or introduction of mixing water to cement aggregates

(13) Supplier's mix number or code and include the mix design name.

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

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

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

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

TABLE 601.03-3 - SLUMP FOR CONCRETE		
Type of Work	Nominal Slump Inches	*Maximum Slump Inches
Concrete Pavements	0 – 3	3-1/2
Reinforced Concrete Structures:		
Sections Over 12 Inches	0 – 4	5
Sections 12 Inches Thick or Less	2 – 5	6
Non-Reinforced Concrete Facilities	1 – 3	4
Concrete Placed Underwater	6 – 8	9
Bridge Decks	0 – 3	3-1/2

*A waiver to the maximum slump requirement may be requested from the Engineer. Submit justification for the granting of the waiver request along with how the mix design's components ensure that the mix will not segregate.

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

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

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

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

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

601.04 Measurement. The Engineer will measure concrete in accordance with the applicable sections.

601.05 Payment. The Engineer will pay for the accepted concrete under the applicable sections.

END OF SECTION 601

1 **SECTION 602 – REINFORCING STEEL**
2

3 Make the following amendment to said Section:
4

- 5 **(I)** Amend **602.03(D) Placing and Fastening** by adding following
6 paragraph after line 114 to read:
7

8 “Welded-wire fabric must not be laid on the ground and “pulled up” after
9 the concrete is placed or “walked in” after placing the concrete or using
10 small piles of fresh concrete. Use supports tied to the WWF, e.g. precast
11 concrete spacer blocks to maintain the proper elevation of the WWF.
12 Plastic spacers must not be used. The number of precast concrete spacer
13 blocks must be used in a quantity that will prevent sagging, bending, or
14 when walked upon, and still, maintain the required clearances.”
15

16
17 **END OF SECTION 602**
18

1 **SECTION 623 – TRAFFIC SIGNAL SYSTEM**

2

3 Make the following amendments to said Section:

- 4
- 5 (I) Amend **623.04 Measurement** by revising lines 578 to 579 to read as
- 6 follows:

7

8 **“623.04 Measurement.** The Engineer will count the Concrete Base for

9 Traffic Cabinets and the Pull Boxes installed, and measure the installed

10 Conduits in feet for the Traffic Signal System, in accordance with the

11 contract documents. Furnish and installation of copper ground rod for

12 each of the Concrete Base for Traffic Cabinets shall be incidental to the

13 pay item.”

- 14
- 15 (II) Amend **623.05 Payment** by revising lines 581 to 594 to read as follows:

16

17 **“623.05 Payment.** The Engineer will pay for the accepted pay items

18 listed below at the contract price per pay unit, as shown in the proposal

19 schedule. Payment will be full compensation for the work prescribed in

20 this section and the contract documents.”

21

22 The Engineer will pay for the following pay item when included in

23 the proposal schedule:

24

25 Pay Item	26 Pay Unit
27 Concrete Base for Traffic Cabinet	Each
28 Type A Pull Box	Each
29 One 1” PVC Conduit Schedule 80	Linear Foot
30 Two 2” PVC Conduit Schedule 40, Concrete Jacketed	Linear Foot
31 One 2” PVC Conduit Schedule 80	Linear Foot

32

33 The Engineer will pay for the accepted hauling and stockpiling of

34 salvaged materials and equipment off the right-of-way, as ordered by

35 the Engineer, in accordance with Subsection 104.02 - Changes.

36

37

38 **END OF SECTION 623**

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(I) Amend 634.04 Measurement by replacing lines 60 to 61 to read:

(II) Amend **634.05 Payment** by replacing lines 65 to 68 to read:

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

Pay Item	Pay Unit
Portland Cement Concrete Sidewalk	Square Yard

END OF SECTION 634

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

2
3 **SECTION 636 – E-CONSTRUCTION**
4
5

6 **636.01 Description.** This section specifies requirements for performing the
7 Project in a “paperless” manner, using electronic tools for all submittals,
8 communications, quantity tracking, testing and sampling, scheduling, quality
9 control, and performance monitoring.

10
11 **636.02 General Requirements.** The Contractor shall implement the use of the
12 E-Construction platform, as provided by the HDOT and directed by the Engineer,
13 for use throughout the project. Paper-based or hard copy submittals will not be
14 accepted.

15
16 This Special Provision shall take precedence over all other Specification
17 sections with respect to providing and receiving paper copy communications,
18 submittals, and any project records. Where conflicts exist, and a decision between
19 a hard-copy item and a corresponding electronic version is needed, the electronic
20 version shall be selected, unless otherwise directed by the Engineer.

21
22 **636.03 Construction**
23

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Ticket data shall include the following:

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

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

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

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

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

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

(b) Running daily total of net weight of material (or volume for ready mix concrete) being transported to the nearest 0.01 ton or cubic yard.

(c) Each material ticket shall contain the following:

a. General Ticket information (All Materials)

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

b. Asphalt Mix

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

c. Portland Cement Concrete

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

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7. Truck Revolution

d. Construction Aggregates:

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

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

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

636.04 Measurement. The Engineer will measure additional E-Construction programs, additional licenses, or additional equipment, if ordered by the Engineer, on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

636.05 Payment. The Engineer will pay for the additional E-Construction programs, additional licenses, or additional equipment, on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

The Engineer may withhold progress payment until the Contractor is in compliance with all E-Construction requirements.

Pay Item	Pay Unit
Additional E-Construction Programs, additional licenses or additional equipment	Force Account

An estimated amount for force account may be allocated in the proposal schedule under “Additional E-Construction Programs, additional licenses or additional equipment.” The actual amount to be paid will be the sum shown on accepted force account records.

END SECTION 636

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(I) Amend **641.02(B) Fertilizer** by revising the section from line 33 to 36 to read:

(II) Amend **641.03(A) Seeding** by revising the first paragraph from line 100 to 103 to read:

(III) Amend **641.04 Measurement**, from line 173 to 174 to read as follows:

(IV) Amend 641.05 Payment, from line 176 to 185, to read as follows:

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

END OF SECTION 641

Amend Section 645 - WORK ZONE TRAFFIC CONTROL to read as follows:

SECTION 645 - WORK ZONE TRAFFIC CONTROL

645.01 Description. This section describes the following:

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

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

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

645.02 Materials.

Signs	750.01
Sign Posts	750.02
Fasteners for Signs and Route Markers	750.03
Reflector Marker	750.07
Flexible Delineator Posts and Reflectors	750.08
Traffic Delineators	750.09
Preformed Pavement Marking Tape	755.04

Submit electronic crashworthy documentation, including but not limited to, drawings in pdf and CADD, crash test reports, and FHWA eligibility letters certifying compliance with MASH 2016, for signs, sign supports, barricades, tubular markers, cones, vertical panels, and other traffic control devices. Only devices that are

645.03

deemed crashworthy will be allowed.

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

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

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

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

Furnish two police officers for each location that requires work zone traffic control. If the Traffic Control Plan (TCP) is included in the contract documents, furnish number of police officers indicated in the TCP, whichever is greater.

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

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

Submit TCP and schedule at least 15 working days before work starts. Submit modifications and deviations from accepted TCP and schedule at least 15 working days before start of work requiring modification or deviation. Illegible TCP will not be accepted.

Include the following in TCP and schedule:

- (1) Signs (type, size, designation, and placement).
- (2) Traffic movements shown by arrows.
- (3) Positions of flaggers and police officers.

(4) Barricades, cones, tubular markers, and additional traffic control devices and measures necessary for protection of work and public safety; and placement, spacing, distances, and reference points for traffic control devices.

(5) Layout, drawn to scale, of traffic control devices, including information needed to layout TCP.

(6) Brief description of work.

(7) Dates of work.

(8) Times of day affected.

(9) Proposed public information sign.

(10) Proposed news release.

Place sign or device situated farthest upstream from work zone first. Then place others progressively downstream toward work zone.

Extend cones or tubular markers to point where cones or tubular markers are visible to approaching traffic.

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

Keep barricades, construction and warning signs, and other traffic control devices in good condition. Repair, clean, or replace barricades, signs, or other devices as required to maintain effectiveness and appearance. The Engineer alone will decide suitable condition of each barricade, sign, or other traffic control device.

Remove or cover regulatory and warning signs that conflict with TCP. Restore signs upon completion of work or as ordered by the Engineer. Affix object markers to post(s) of covered sign.

Promptly remove or cover construction and warning signs that are not applicable or not in use.

For sign covers, fully covers signs as indicated in the Acceptable category of the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. Covers that are deemed to be in the Marginal or Unacceptable categories will not be accepted. Covers that are fabricated from rigid materials will also not be accepted unless it is certified to be MASH 2016 compliant.

Promptly remove traffic control devices that are no longer needed.

645.03

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

Maintain abutting owners' existing access until replacement access is usable. Obtain permission from abutting owners, including conditions for closing existing access. Submit copy of agreement with abutting owners before beginning work in the affected area.

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

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

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

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

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

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

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

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

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

(C) **Barricades.**

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

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

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

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

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

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

Retroreflectorize both vertical faces of each barricade rail.

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

(a) Use orange and white stripes for the following conditions:

1. Construction work.
2. Detours.
3. Maintenance work.

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

1. On roadways with no outlet, such as dead-ends and cul-de-sacs.

2. Ramps or lanes closed for operational purposes.

3. Permanent or semi-permanent closure or termination of roadway.

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

Clean and repair barricades before relocating to other locations.

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

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

Clean delineators prior to relocating to new location.

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

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

Clean cones prior to relocating to new location.

(F) **Lane Closures.** Lane closures will be allowed only from 8:30 a.m. to 3:00 p.m., Monday through Friday. Exceptions to lane closure hours specified require written acceptance by the Engineer. Placement and removal of all work zone devices within the travel lanes, such as arrow boards, cones, etc., are restricted to allowable closure times. No increase in contract price or contract time will be given for lane closure restrictions specified.

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

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

(2) Holidays (Midnight to Midnight).

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

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

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

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

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

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

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

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

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

(1) Detours - 8 weeks before implementing detours.

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

Include the following with detour and lane closure requests:

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

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

(3) Publication schedule for legal notices.

(4) Plan showing proposed informational signs.

(5) Plan showing lane changes or detours in accordance with accepted TCP, including details at beginning of multi-lane highway lane changes and detours.

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

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

(G) **Advisory Signs.** Submit advisory sign shop drawings. Construct, install, maintain, and remove two advisory signs as ordered by the Engineer. Place signs at locations designated by the Engineer. Provide signs, minimum 8 feet wide by 4 feet high, with black letters on orange background, and with three 4.00 pounds/foot flanged channel posts for each sign.

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

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

- (1) Detours.
- (2) Lane closure.

(3) Permanent road closure.

(4) Permanent new route that changes previous route.

Include the following information:

(1) Map of traffic pattern change limits.

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

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

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

Quality of map shall conform to the following requirements:

(1) No freehand printing or penciling.

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

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

(4) Text specifications.

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

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

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

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

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

(5) Line Thickness.

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

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

645.04

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

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

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

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

645.04 Measurement.

(A) Traffic control as specified in Subsection 645.03 - Construction will be measured on a contract lump sum (LS) basis and will not include any work performed under other specific traffic control contract bid items. Measurement for payment will not apply.

(B) If the proposal specifies "Arrow Board", the Engineer will measure the arrow board per EACH furnished, installed and maintained per day.

(C) If the proposal specifies "Changeable Portable Message Sign", the Engineer will measure the arrow board per EACH furnished, installed and maintained per day.

(D) "Cones" will be considered incidental to traffic control Measurement for payment will not apply.

(E) "Traffic Delineators" will be considered incidental to traffic control. Measurement for payment will not apply.

(F) "Construction Signs" will be considered incidental to traffic control.

(G) The Engineer will measure additional police officers, additional traffic control devices, and advertisement, if ordered by the Engineer, on a force account basis, in accordance with Subsection 109.08 - Force Account Provisions and Compensation.

(H) If the proposal specifies "Drum", they will be considered incidental to traffic control.

645.05 Payment. The Engineer will pay for the accepted traffic control, traffic control device, police officers, flaggers, additional traffic control devices, specific traffic control contract bid items and advertisement 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.

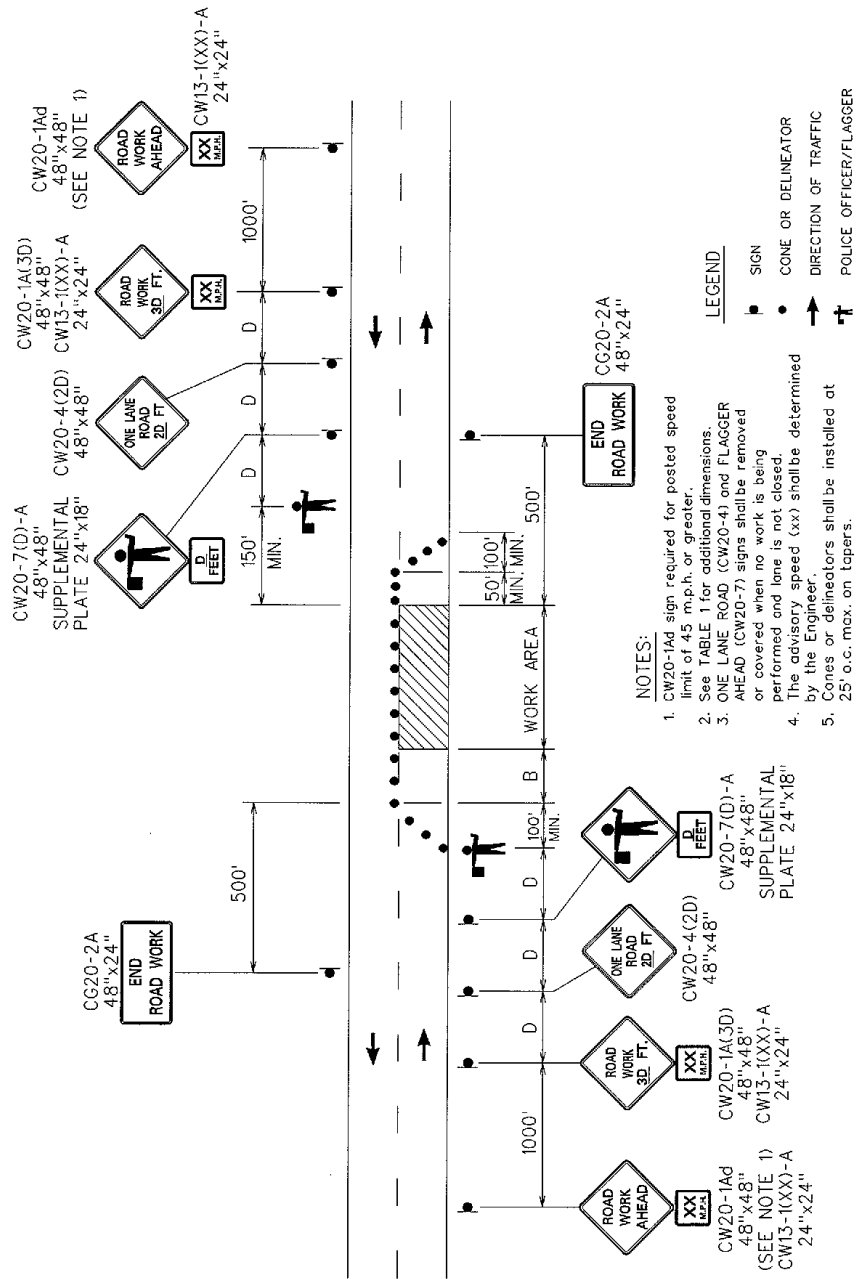
Costs associated with the provision of uniformed law enforcement to maintain safe and efficient travel through highway work zones and their payment terms are explained in more detail in Section III. D. of HDOT's WORK ZONE SAFETY MANAGEMENT GUIDELINES.

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

Pay Item	Pay Unit
Work Zone Traffic Control	LS
Additional Police Officers, Additional Traffic Control Devices, and Additional Advertisement	FA

An estimated amount for the force account may be allocated in the proposal schedule under "Additional Police Officers And Additional Traffic Control Devices", but the actual amount to be paid will be the sum shown on the accepted force account records, whether this sum be more or less than the estimated amount allocated in the proposal schedule.

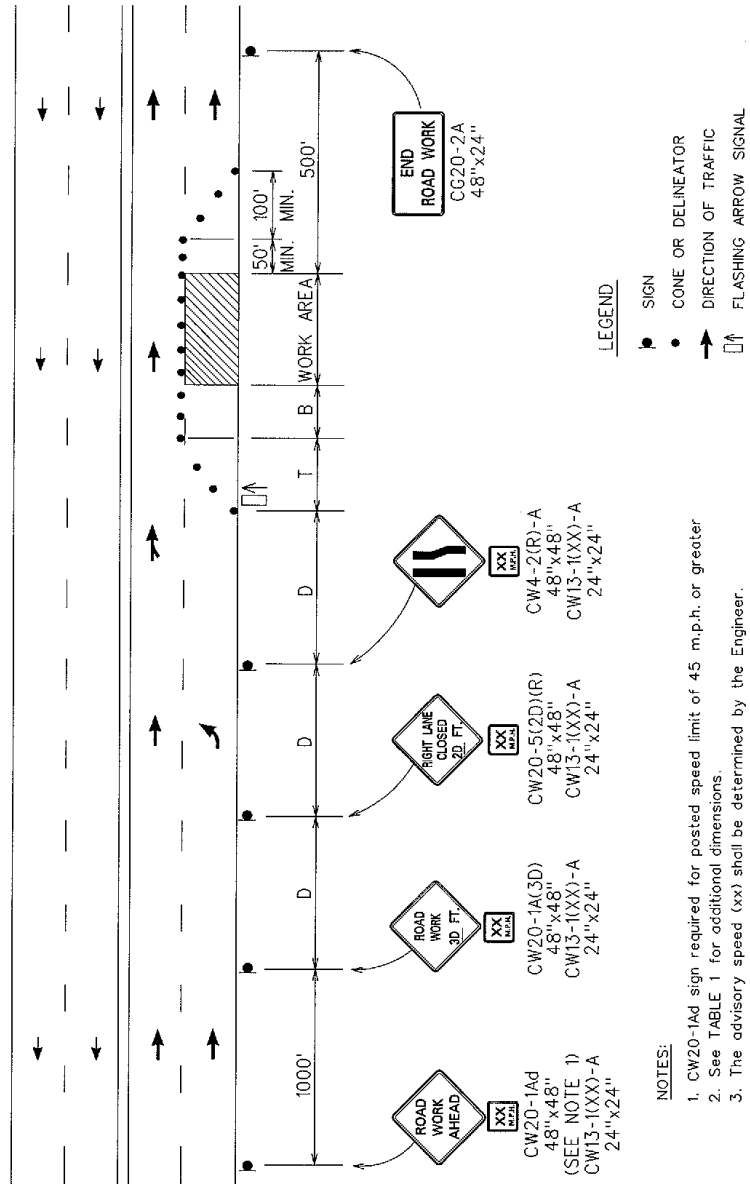
The Engineer will not pay for request submittals. The Engineer will not consider claims for additional compensation of late submittals or requests by Contractor.



TWO-LANE HIGHWAY - ONE LANE CLOSED
FIGURE 1 - TRAFFIC CONTROL PLAN

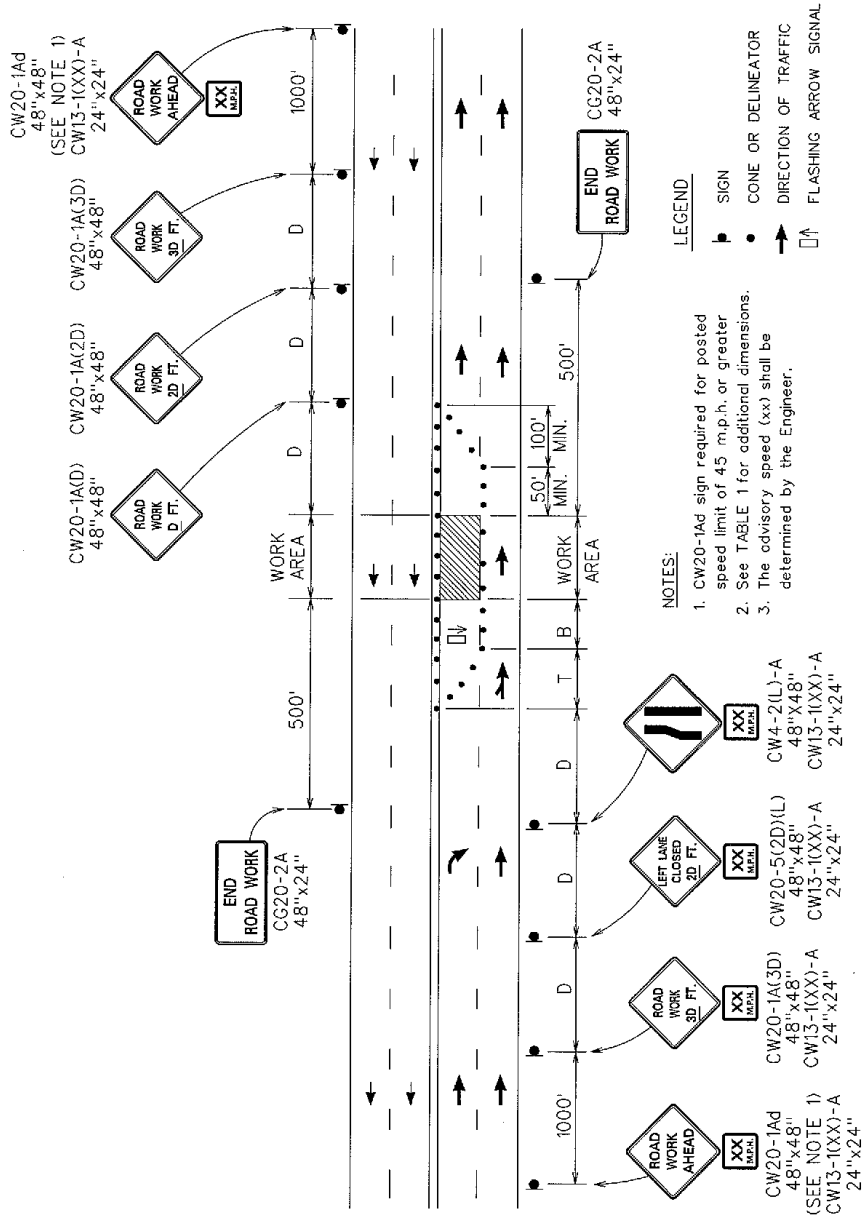
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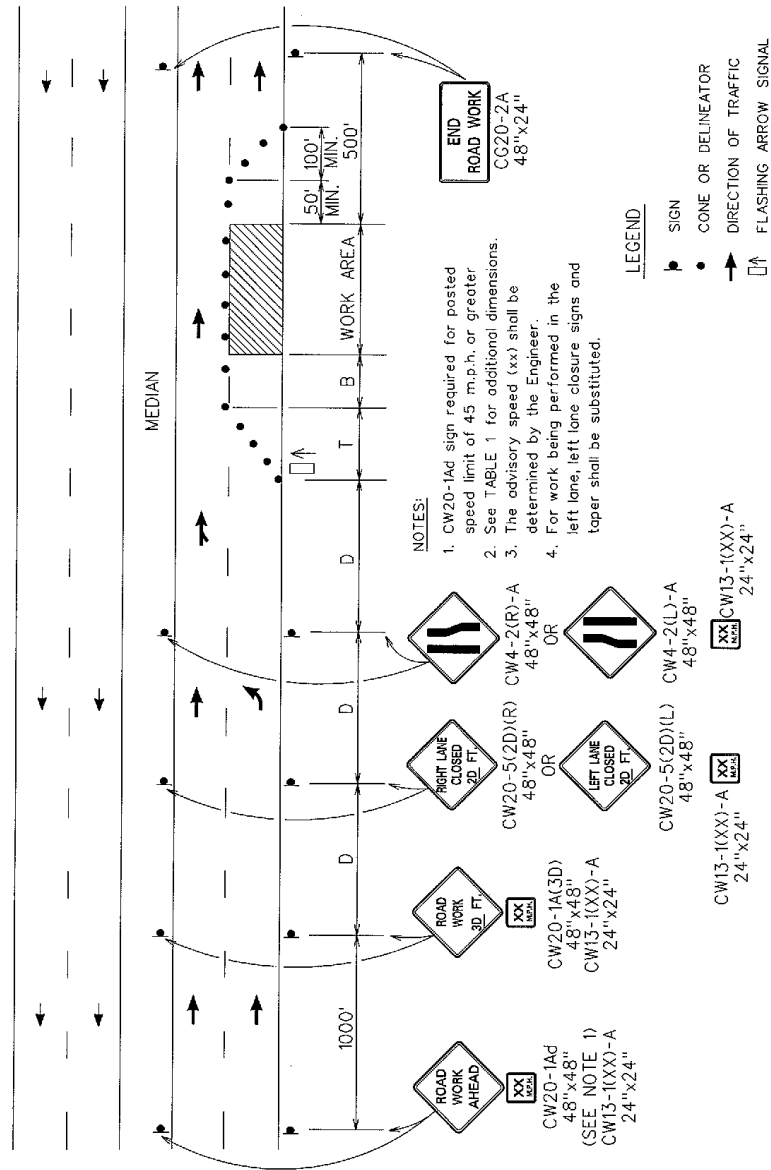
MULTILANE UNDIVIDED HIGHWAY - RIGHT LANE CLOSED

FIGURE 2 - TRAFFIC CONTROL PLAN



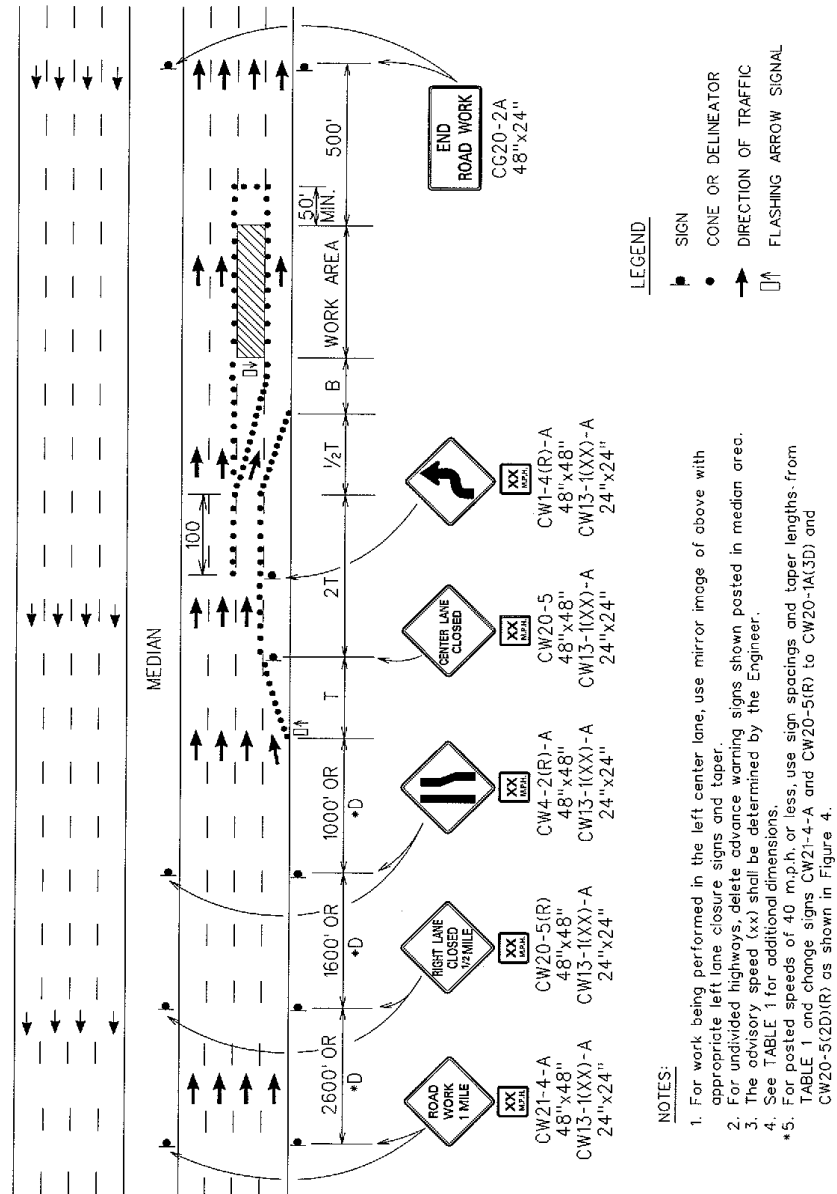
MULTILANE UNDIVIDED HIGHWAY - LEFT LANE CLOSED

FIGURE 3 - TRAFFIC CONTROL PLAN



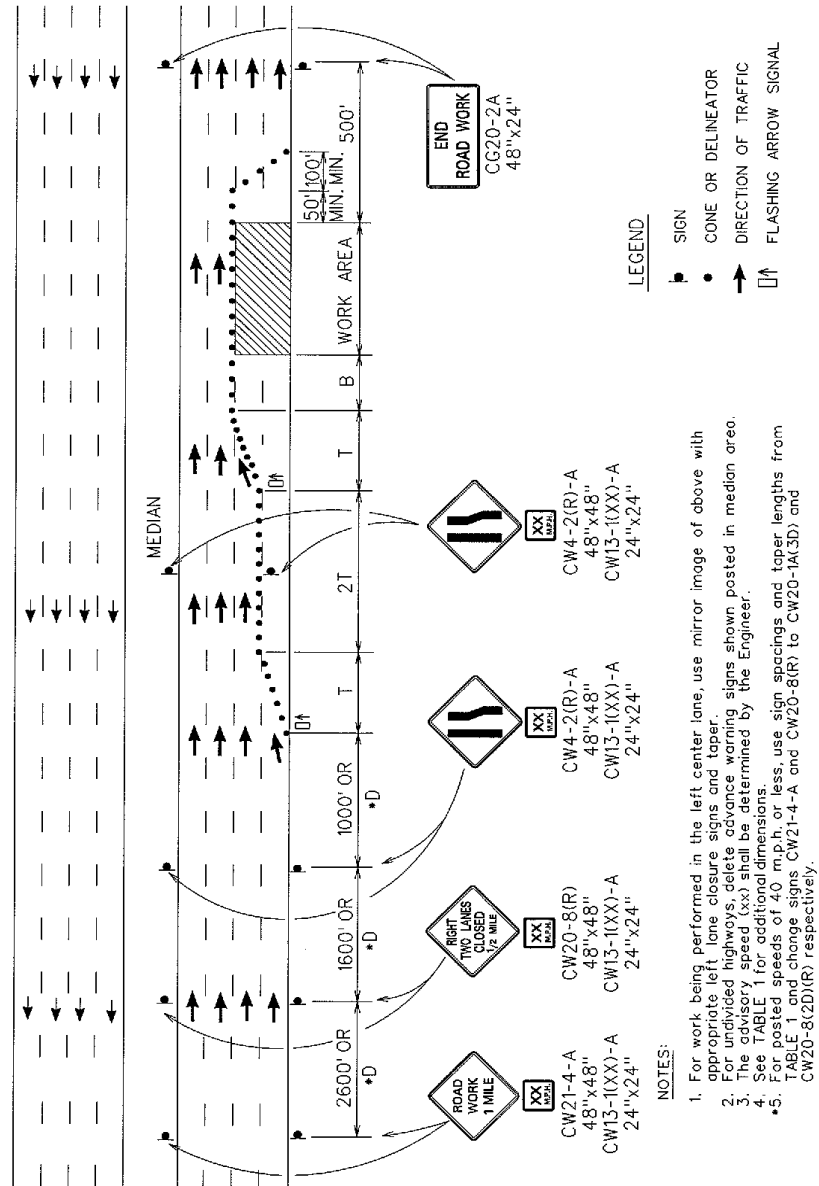
MULTILANE DIVIDED HIGHWAY - ONE LANE CLOSED

FIGURE 4 - TRAFFIC CONTROL PLAN



MULTILANE HIGHWAY - CENTER LANE CLOSED

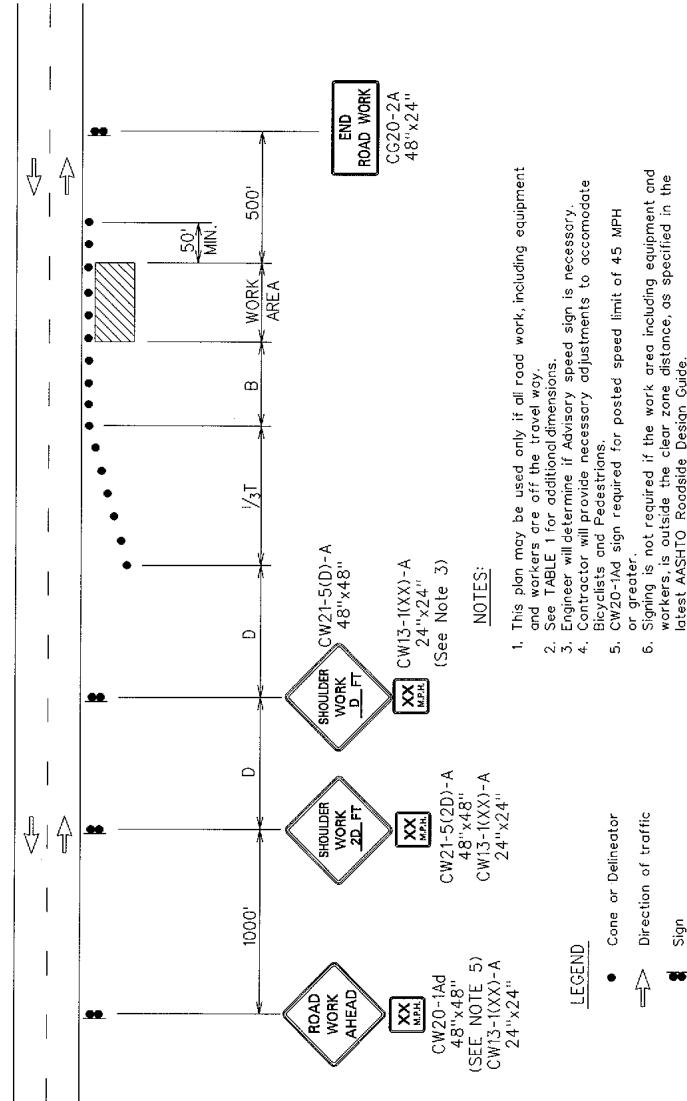
FIGURE 5 - TRAFFIC CONTROL PLAN



MULTILANE HIGHWAY - MULTIPLE LANE CLOSED

FIGURE 6 - TRAFFIC CONTROL PLAN

485



R10/96

WORKING ON SHOULDER OR ROADSIDE
FIGURE 7 - TRAFFIC CONTROL PLAN

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END OF SECTION 645

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

2
3 **“SECTION 671 – PROTECTION OF THREATENED AND ENDANGERED**
4 **SPECIES**

5
6 **671.01 Description.** The endangered Hawaiian hoary bat or ‘ōpe‘ape‘a
7 (*Lasiurus cinereus semotus*) may roost, forage, and rear young in the general
8 vicinity of the proposed project. The project site is located in a known flight corridor
9 for the endangered Hawaiian petrel or ‘ua‘u (*Pterodroma sandwichensis*), the
10 endangered Hawai‘i distinct population segment (DPS) of the band-rumped storm-
11 petrel or ‘ake‘ake (*Oceanodroma castro*), and the threatened Newell’s shearwater
12 or ‘a‘o (*Puffinus auricularis newelli*), hereinafter referred to as Hawaiian seabirds.
13 Endangered Hawaiian waterbirds, including the Hawaiian stilt or ae‘o (*Himantopus*
14 *mexicanus knudseni*), the Hawaiian coot or ‘alae ke‘oke‘o (*Fulica americana alai*),
15 the Hawaiian gallinule or ‘alae ‘ula (*Gallinula galeata sandvicensis*), and the
16 Hawaiian duck or koloa (*Anas wyvilliana*) are known to be in the general vicinity of
17 the project and may be attracted to the project staging areas even in sub-optimal
18 locations if water is present. Also to be considered is the threatened Hawaiian
19 goose or nēnē (*Branta [=Nesochen] sandvicensis*) which may use the construction
20 staging areas or areas adjacent to the roadway. The endangered Hawaiian monk
21 seal or ‘īlio holo i ka uaua (*Neomonachus schauinslandi*) and sea turtles, including
22 the endangered Hawksbill Sea Turtle or ‘ea (*Eretmochelys imbricate*), and the
23 threatened Central North Pacific DPS of the Green Sea Turtle or honu (*Chelonia*
24 *mydas*) are in the general vicinity of the proposed project and may transit or visit
25 the proposed project area.

26
27 The Contractor shall protect these threatened and endangered species
28 throughout the construction duration.

29
30 **671.02 Materials.** None

31
32 **671.03 Construction.**

33
34 **(A) Pre-Construction and Construction Requirements.** Comply with
35 the following conditions and the notes in the Contract Plans:

36
37 **(1) Hawaiian Hoary Bat.** Hawaiian hoary bats nest in both
38 native and non-native woody vegetation.

39
40 The Contractor shall incorporate these measures to avoid and
41 minimize project-related adverse effects to the Hawaiian hoary bat:

42
43 **(a)** There shall be no disturbance, removal, or trimming of
44 woody plants greater than 15 feet (4.6 meters) tall
45 during the bat birthing and pup rearing season (June 1
46 through September 15).

47
48 **(b)** Barbed wire shall not be used for fencing.

49
50 **(2) Hawaiian Seabirds.** Hawaiian seabirds may traverse the
51 project area at night during breeding, nesting and fledgling season,

which extends from March 1 through December 15. Permanent lighting poses a very high risk of seabird attraction so new highway lighting should not be installed to protect seabird flyways and preserve the night sky. Additional or increased lighting exacerbates the problem of Newell's shearwater fallout.

Fallout shall be defined as the occurrence of seabirds being harmed, injured or killed and falling to the ground due to: 1) collision with structures such as wires, poles, or other objects; 2) light attraction and the resulting collision with structure associated with or near the light sources; or, 3) the exhaustion from circling the light source.

If nighttime work will be required in conjunction with the development of the project, the Contractor shall incorporate these measures to avoid and minimize project-related adverse effects to Hawaiian seabirds:

(a) Before beginning any work at the project site, the Contractor shall:

- i. Collect information regarding the protection of seabirds and seabird fallout.
- ii. Submit to the Engineer for acceptance a protection of seabirds training plan including a detailed description of information and materials the Contractor intends to use in the training classes. The training plan shall be submitted to the Engineer for acceptance at least 15 days in advance of the class. If the Engineer rejects the training plan, the Contractor shall revise and promptly propose another training plan.
- iii. Disseminate information regarding the protection of seabirds and seabird fallout by conducting training classes for all employees, subcontractors, suppliers and other personnel working on the project, including HDOT personnel, on such topics as the Save Our Shearwater (SOS) program, proper use of temporary lighting, procedures to store and report downed seabirds, and the consequences of non-compliance with the laws regarding threatened and endangered seabirds. The Engineer may request for additional topics related to seabirds to be included in the training classes.

Training classes shall be taught by authorized representatives of the USFWS, the

Department of Land and Natural Resources, the SOS program or other qualified personnel accepted by the Engineer.

- iv. Furnish the Engineer with evidence that the Contractor has held training classes, including the dates of the classes, identify who conducted the training, and the content and nature of the training.

(b) The Contractor shall comply to the following construction requirements:

- i. As directed by the Engineer, the Contractor shall conduct additional training classes during the project to update all employees, subcontractors, suppliers, HDOT personnel and other personnel on new and/or updated information regarding the protection of seabirds and seabird fallout.
- ii. No permanent streetlights shall be installed as part of the project.
- iii. All temporary lights used for night work (between sunset and sunrise) shall contain less than 2% wavelengths less than 550 nm, and shall be downward-facing and shielded so the bulb can only be seen from below. Temporary lights shall include but are not limited to flood lights, light towers, lights for construction equipment and other lights as determined by the Engineer. All traffic control devices, including warning lights, arrow boards, portable changeable message signs and other lighting device as determined by the Engineer shall be shielded.
- iv. Nighttime construction and the use of all temporary lights shall cease during the peak seabird fledgling period (September 15 through December 15).
- v. The Contractor shall furnish and maintain a small (approximately 10" x 12" x 19"), portable cat kennel on site to temporarily hold a downed seabird. The Contractor shall obtain acceptance of the cat kennel from the Engineer prior to use.

146 vi. If a downed dead seabird is found, the Contractor
147 shall contact the USFWS (Ms. Megan Laut at 808-
148 792-9400) within 24 hours.

149
150 vii. If the downed seabird is alive, the Contractor shall:

151
152 I. Pick up the seabird from behind as soon
153 as possible using a clean towel, t-shirt or cloth
154 by gently wrapping it around its back and wings.

155
156 II. Place the seabird in the cat kennel and
157 immediately contact the SOS Program
158 Coordinator at 808-635-5117 for further
159 instructions on where to deliver the seabird.

160
161 III. Deliver the seabird to the location
162 determined by the coordinator of the SOS
163 program and as directed by the Engineer.

164
165 IV. Keep the seabird in a cool, quiet location
166 and out of direct sunlight with adequate
167 ventilation.

168
169 V. The Contractor and any personnel on-
170 site shall not feed, provide water, handle or
171 release the seabird.

172
173 viii. The Contractor shall maintain records of all downed
174 seabirds for the duration of the project. The records
175 shall include the date, time, location and condition
176 (dead or alive) the seabird was found and delivered.
177 Submit a copy of the records to the Engineer after
178 finding each and every downed seabird.

179
180 **(3) Hawaiian Waterbirds.** Hawaiian waterbirds occupy fresh
181 and brackish water marshes, coastal estuaries and natural or
182 manmade ponds. Hawaiian stilts also occupy areas with ephemeral
183 or persistent standing water, conditions of which can be found in
184 culverts and drainage structures. Because this project occurs near
185 water, threats to these species from this project may include
186 predation, reduced reproductive success, disturbance from human
187 activity and injury or mortality from vehicle strikes.

188
189 The Contractor shall incorporate these measures to avoid and
190 minimize project-related adverse effects to Hawaiian waterbirds:

191
192 **(a)** In areas where known presence of Hawaiian
193 waterbirds occurs, post, implement and enforce reduced

194 speed limits, and inform project personnel and Contractors of
195 the presence of these endangered species on-site.

196
197 **(b)** Because water resources occur in the project site,
198 employ U.S. Fish and Wildlife Service (USFWS) Best
199 Management Practices for Work in Aquatic Environments.

200
201 **(c)** Where appropriate habitat occurs within the vicinity of
202 the project area, survey for Hawaiian waterbirds and nests
203 prior to initiation of project work using survey biologists
204 familiar with the species' biology. Survey biologists should be
205 trained and capable of identifying adults and juveniles of each
206 species, nesting behaviors, and nests. Repeat surveys again
207 within 3 days of project initiation and after any subsequent
208 delay of work of 3 or more days (during which the birds may
209 attempt to nest).

210
211 i. Surveys for species and nests should be repeated
212 when a delay of work occurs that is three days or
213 more (during which the birds may attempt to nest).

214
215 ii. If a nest or active brood is found, contact USFWS
216 within 24 hours for further guidance.

217
218 iii. Establish and maintain a 100-ft buffer around all
219 active nests and/or broods until the
220 chicks/ducklings have fledged. Do not conduct
221 potentially disruptive activities or habitat alteration
222 within this buffer.

223
224 iv. A biological monitor that is familiar with the species'
225 biology shall be present on the project site during
226 all construction or earth moving activities until the
227 chicks/ducklings fledge to ensure that Hawaiian
228 waterbirds and nests are not adversely affected.

229
230 **(d)** A biological monitor is required during Hawaiian stilt
231 nesting season from February 15 through August 31.

232
233 i. A biological monitor that is familiar with the species
234 biology and approved by the Federal Highways
235 Administration will conduct Hawaiian stilt nest
236 surveys where appropriate habitat occurs within the
237 proposed maintenance site prior to cleaning
238 culverts and drainage structures.

- 240 ii. Surveys will take place within three days of project
241 initiation and after any subsequent delay of work of
242 three or more days (during which the birds may
243 attempt to nest).

244
245 **(4) Hawaiian Goose.** Hawaiian goose or nēnē uses various
246 habitat types. Threats to the species from this project include
247 disturbance from human presence, and injury and mortality from
248 vehicle strikes. An increased human presence at the project site
249 could disturb nēnē nesting, foraging, or loafing in the area.

250
251 The Contractor shall incorporate these measures to avoid and
252 minimize project-related adverse effects to the nēnē:

- 253
254 (a) Nēnē in or near the project area shall not be
255 approached, fed, or disturbed in any way.
256
257 (b) All food and or beverage waste shall be disposed of in
258 appropriate, covered trash receptacles.
259
260 (c) If nēnē are observed loafing, foraging, or otherwise
261 present within the project area during the breeding
262 season (September 1 through April 30), a trained
263 biologist familiar with nēnē nesting behavior will survey
264 the area in and around the project area for nests prior
265 to work each day. Surveys will be repeated after any
266 subsequent delay of work of three or more days (during
267 which the birds may attempt to nest).
268
269 (d) If a nest is identified within a radius of 150 feet of the
270 project area, or a previously undiscovered nest is found
271 within the 150-foot radius after work begins, all work
272 shall cease and the USFWS will be contacted
273 immediately for further guidance.
274
275 (e) Reduced speed limits shall be posted and
276 implemented in areas where nēnē are known to be
277 present, and project personnel and Contractors will be
278 informed of the presence of endangered species on-
279 site.
280
281 (f) There shall be no feeding of birds or dogs on the
282 project site.

283
284 **(5) Hawaiian Monk Seal.** The Contractor shall incorporate these
285 measures to avoid and minimize project-related adverse effects to
286 the Hawaiian monk seal:

- 287
288 (a) All regular on-site staff shall be trained to identify the
289 Hawaiian monk seal and trained on appropriate steps to
290 take if this species is present on-site.

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- (b) Construction activities shall not take place if a Hawaiian monk seal is in the construction area or within 150 feet of the construction area. Construction can only begin after the animal voluntarily leaves the area. If a monk seal/pup pair is present a minimum 300-foot buffer shall be observed. If a Hawaiian Monk Seal is noticed after work has already begun, that work may continue only if, in the best judgment of the Biological Monitor, that there is no way for the activity to adversely affect the animal(s).
 - (c) Any construction-related debris that may pose an entanglement threat to Hawaiian monk seals shall be removed from the construction area at the end of each day and at the conclusion of the construction project.
 - (d) Workers shall not attempt to feed, touch, ride, or otherwise intentionally interact with any listed species.

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(6) Sea Turtles. Sea turtles may nest on any sandy beach in the Pacific Islands. Nesting occurs on beaches from May through September, peaking in June and July, with hatchlings emerging through November and December. Construction can compact and erode sand and sediments, destroy sea turtle nests, erode beaches, create runoff of contaminants, and create light that disorients hatchlings and deters nesting. Off-road vehicle traffic on beaches, including construction equipment, directly affecting sea turtles and their nests by crushing individuals and degrading habitat with erosion and compacting sand and sediment.

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To avoid and minimize project-related adverse effects to sea turtles and their nests, incorporate these conservation measures:

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- (a) No vehicle use or modifying the beach/dune environment during the sea turtle nesting or hatching season, which extends from May through December.
 - (b) Employ U.S. Fish and Wildlife Service Recommended Standard Best Management Practices when working in aquatic environments.
 - (c) Remove any project-related debris, trash, and equipment from the beach or dune if not actively in use.
 - (d) Do not stockpile project-related materials in the intertidal zone, reef flats, stream channels, or river channels.

339
340

Optimal turtle nesting habitat is a dark beach, free of barriers that could restrict sea turtle movement. Lighting and human

341 presence deters nesting turtles from approaching, laying eggs, and
342 successfully nesting. Artificial light disorients sea turtles and they
343 become exhausted, causing them to nest in inappropriate locations,
344 such as at or below the high tide line. Artificial lighting also disorients
345 hatchlings as they emerge from nests. Sea turtles need darkness on
346 beaches so they can successfully navigate back to the ocean. In-
347 water work at night shall be avoided, unless emergency maintenance
348 and repair of erosion and sediment controls are necessary to meet
349 permit conditions.

350
351 The Contractor shall incorporate these measures to avoid and
352 minimize project-related adverse effects to sea turtles and their
353 young from lighting:
354

355 (a) Avoid nighttime work during the nesting and hatching
356 season, which extends from May through December.

357
358 (b) Minimize the use of lighting and shield all project-
359 related lights to ensure this light is not visible from any beach.

360
361 (c) If full shielding of light is not possible, or if you require
362 the use of headlights, fully enclose the light source using light
363 filtering tape or filters.
364

365 **(7) Essential Fish Habitat.** The Contractor shall incorporate
366 these measures to avoid and minimize project-related adverse
367 effects to essential fish habitat:
368

369 (a) Contractor shall conduct a pre-construction biological
370 survey to determine whether infrastructure materials (e.g,
371 riprap, piles, boulders) are colonized with benthic
372 communities. If infrastructure materials (e.g, riprap, piles,
373 boulders) that are colonized with benthic communities will be
374 removed or destroyed as part of permitted activities,
375 Contractor shall prepare relocation plan for HDOT approval,
376 and relocate these materials to an appropriate receiving site.

377
378 (b) The Contractor shall prevent debris from falling into the
379 water.
380

381 **(B) Compliance Requirements.** The Contractor shall protect all
382 species noted above for the duration of construction. Failure to
383 comply with the construction requirements, harm or a taking of an
384 individual during the construction duration shall be enforceable by
385 the USFWS as set forth by the Endangered Species Act. Resultant
386 penalties and/or fines shall be at the Contractor's expense without
387 cost or liability to the State.

671.03 Measurement. The Engineer will measure the work required for the protection of threatened and endangered species on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation and as ordered by the Engineer.

671.04 Payment. The Engineer will pay for the accepted protection of threatened and endangered species on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation. Payment will be full compensation for the work prescribed in this section, by the Engineer, and in the contract documents.

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

Pay Item	Pay Unit
Protection of Threatened and Endangered Species	Force Account

An estimated amount may be allocated in the proposal schedule under “Protection of Threatened and Endangered Species”, but the actual amount to be paid will be the sum shown on the accepted force account records, whether this sum be more or less than the estimated amount allocated in the proposal schedule.”

END OF SECTION 671

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(I) Amend **699.03 Applicability** by revising from lines 21 to 24 to read as follows:

(II) Amend **699.05 Payment** by revising from lines 44 to 47 to read as follows:

Pay Item	Pay Unit
“Mobilization (Not to exceed 6 percent of the sum of all items excluding the bid price of this item)	Lump Sum”

STP-0700(098)
699-1a

10/03/11

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); PILEDRIERS; 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
LINE CONSTRUCTION: CABLE SPLICERS.....	\$ 63.90	33.38
LINE CONSTRUCTION: GROUNDMEN/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 (GUNIT); 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 TIED 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, 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.....\$ 61.32

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

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

1.75.....\$ 58.52

35.68

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

1.75.....\$ 59.17

35.68

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

1.75.....\$ 59.49

35.68

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 TIED 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

LAB00368-001 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

LAB00368-002 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 PERFORMANCE 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

LAB00368-003 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 WATERPOND, 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

**PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

PROJECT: INTELLIGENT TRANSPORTATION SYSTEMS
KAUAI, PART 1
DISTRICT OF WAIMEA, KOLOA, AND LIHUE
ISLAND OF KAUAI

**FEDERAL-AID
PROJECT NO.:** STP-0700(098)

COMPLETION TIME: ONE HUNDRED EIGHTY (180) Working days from the
Start Work Date from the Department.

DBE PROJECT GOAL: None specified.

DESIGN PROJECT MANAGER:

NAME: Joel Bautista
ADDRESS: 1720 Haleukana St. Lihue, Kauai, Hawaii 96766
PHONE NO.: (808) 241-3015
EMAIL: joel.o.bautista@hawaii.gov
FAX NO.: (808) 241-3011

ELECTRONIC SUBMITTAL: Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Do not include confidential and/or proprietary documents with the proposal. See SPECIAL PROVISIONS 102.09 Delivery of Proposal 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

ALL WORK IN THE VICINITY OF TRAFFIC CONTROLLED ROAD INTERSECTIONS

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
202.0300	Removal of Concrete Structures	32	SY	\$ _____	\$ _____
204.0300	Trench Excavation	475	CY	\$ _____	\$ _____
204.0305	Trench Backfill	463	CY	\$ _____	\$ _____
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	LS	LS	LS	\$ _____
209.0200	Additional Water Pollution, Dust, and Erosion Control	FA	FA	FA	\$ <u>20,000.00</u>
305.0300	Aggregate Subbase Course	15	CY	\$ _____	\$ _____
411.0300	Portland Cement Concrete Pavement with Curb & Gutter	8	SY	\$ _____	\$ _____
623.0315	Concrete Base for Traffic Cabinet	28	EA	\$ _____	\$ _____
623.0370	One 1" PVC Conduit Schedule 80	500	LF	\$ _____	\$ _____
623.0371	Two 2" PVC Conduit Schedule 40, Concrete Jacketed	25	LF	\$ _____	\$ _____
623.0372	One 2" PVC Conduit Schedule 80	3455	LF	\$ _____	\$ _____
623.0600	Type A Pullbox	3	EA	\$ _____	\$ _____
634.0100	Portland Cement Concrete Sidewalk	24	sy	\$ _____	\$ _____
636.1000	Additional E-Construction Program, Additional Licenses, or Additional Equipment	FA	FA	FA	\$ <u>10,000.00</u>
641.0100	Hydro-Mulch Seeding	343	SY	\$ _____	\$ _____

STP-0700(098)
3/5/2026

PROPOSAL SCHEDULE

ALL WORK IN THE VICINITY OF TRAFFIC CONTROLLED ROAD INTERSECTIONS

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
643.0100	Maintenance of Existing Landscape Areas	FA	FA	FA	\$ <u>20,000.00</u>
645.1000	Work Zone Traffic Control	LS	LS	\$ _____	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Additional Advertisements	FA	FA	FA	\$ <u>50,000.00</u>
648.1000	Field Posted Drawing	LS	LS	\$ _____	\$ _____
671.1000	Protection of Threatened and Endangered Species	FA	FA	FA	\$ <u>10,000.00</u>
699.1000	Mobilization (Not to Exceed 6% of the Sum of All Items Excluding the Bid Price of this Item)	LS	LS	\$ _____	\$ _____

Total Amount for Comparison of Bids \$ _____

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The Total Amount for Comparison of Bids shall be used to determine the lowest responsible bidder.
3. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
4. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.

PROPOSAL SCHEDULE

ALL WORK IN THE VICINITY OF TRAFFIC CONTROLLED ROAD INTERSECTIONS

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
NOTE: 5. Bidders shall submit and <u>upload the complete proposal to HlePRO</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 HlePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HlePRO. <u>FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.</u> If there is a conflict between the specification document and the HlePRO solicitation, the specifications shall govern and control, unless otherwise specified.					

1 **PROPOSAL SCHEDULE**

2
3 The bidder is directed to Subsection 105.16 – Subcontracts.

4
5 The bidder's attention is directed to Sections 696 - Field Office and Project
6 Site Laboratory and 699 - Mobilization for the limitation of the amount bidders are
7 allowed to bid.

8
9 If the bid price for any proposal item having a maximum allowable bid
10 indicated therefore in any of the contract documents is in excess of such a
11 maximum amount, the bid price for such proposal item shall be adjusted to reflect
12 the limitation thereon. The comparison of bids to determine the successful bidder
13 and the amount of contract to be awarded shall be determined after such
14 adjustments are made, and such adjustments shall be binding upon the bidder.

15
16 The bidder is directed to Section 717 – Cullet and Cullet-Made Materials
17 regarding recycling of waste glass.

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
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

Contents

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)

Chapter 104, HRS Compliance Certificate

C O N T R A C T

THIS AGREEMENT, made this day _____, by and between the
STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE",
and «CONTRACTOR», «STATE_OF_INCORPORATON», whose business/post office
address is «ADDRESS» hereinafter referred to as "CONTRACTOR",

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the
CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish
and pay for all labor and materials necessary for

“«PROJECT_NAME_AND_NO»”,

or such a part thereof as shall be required by the STATE, the total amount of which labor,
materials and construction shall be computed at the unit and/or lump sum prices set forth in the
attached proposal schedule and shall be the sum of «BASIC»----- DOLLARS

(\$«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC_NUMERIC»

which shall be provided from the following funds:

Federal Funds.....
State Funds.....
TOTAL AMOUNT.....

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT NO ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING DAYS», from the date indicated in the notice to proceed from the STATE, subject, however, to such extensions as may be provided for under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»-----DOLLARS (\$«BASIC NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA NUMERIC») is hereby provided for extra work and shall be provided from the following funds:

Federal Funds.....
 State Funds.....
 Total.....

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sum of ----«FEDERAL_BASIC»----DOLLARS (\$«FEDERAL_BASIC_NUMERIC») and ----«FEDERAL_EXTRAS»----DOLLARS (\$«FEDERAL_EXTRAS_NUMERIC»), a portion of the contract price and extras, respectively, shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly
executed the day and year first above written.

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

Signature

Print name

Print Title

Date

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

_____ DOLLARS (\$ _____), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on
_____, for the following project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

(State/County entity)

its successors and assigns, as 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 Oblige 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 Oblige, 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 Oblige, 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 Oblige, 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 Oblige 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 Oblige, 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 Oblige, 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, <i>if known</i>:	9. Award Amount, <i>if known</i>: \$	
10. a. Name and address of Lobbying Entity (<i>if individual, last name, first name, MI</i>): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (<i>check all that apply</i>): \$ _____ ☐ actual ☐ planned	13. Type of Payment (<i>check all that apply</i>): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (<i>check all that apply</i>): ☐ 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. 276g, 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 _____