



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

**SPECIAL PROVISIONS
PROPOSAL
CONTRACT AND BOND**

FOR

**FENCING REPAIRS
AT VARIOUS LOCATIONS**

PROJECT NO. HWY-OM-2027-39

ISLAND OF OAHU

FY 2027

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

The receiving of bids for **FENCING REPAIRS AT VARIOUS LOCATIONS, ISLAND OF OAHU, PROJECT NO. HWY-OM-2027-39**, 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, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HiePRO.

HiePRO OFFER DUE DATE AND TIME is November 6, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HiePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of fencing repairs on the Island of Oahu on an open end, “as-needed” basis.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering "A", or Specialty Contractors "C-32" license **at the time of bidding.**

A virtual pre-bid conference is scheduled for October 21, 2026, at 10:00 a.m. HST. Interested bidders shall contact Jennifer Russell, Project Manager, directly at

jennifer.t.russell@hawaii.gov, no later than one working day 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 23, 2026, at 2:00 p.m., HST**. RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

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

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

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

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of HRS § 11-355, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract

if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

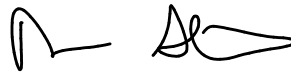
Protests. Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with HRS § 103D-701 and Hawaii Administrative Rules § 3-126.

Bidders are hereby notified that the Department of Transportation shall affirmatively ensure that contracts entered into pursuant to this advertisement shall be awarded to the lowest responsible bidder without discrimination on the basis of race, color, national origin, sex, age, disability, or any other protected status recognized under applicable State and federal law.

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 Jennifer Russell, Project Manager, by phone at (808) 692-7572 or by email at jennifer.t.russell@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: October 16, 2026

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INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS

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

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		
134		

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 period 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 PERIOD.

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 Period - The number of months provided for completion of the contract, inclusive of authorized time extensions. Contract time shall commence on the Notice to Proceed Date.

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 a work order, 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 work order requires completion by a certain date, the work shall be completed by that date.

Contracting Officer - See Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) All traffic lanes (including shoulders, ramps, sidewalks and bike paths) are in their final configuration as designed and the final wearing surface has been installed;
- (2) All operational and safety devices have been installed in accordance with the contract documents including guardrails, end treatments, traffic barriers, required signs and pavement markings, drainage, parapet, and bridge and pavement structures;
- (3) All required illumination and lighting for normal and safe use and operation is installed and functional in accordance with the contract documents;
- (4) All utilities and services are connected and working;
- (5) The need for temporary traffic controls or lane closures at any time has ceased, except for lane closures required for routine maintenance;
- (6) The building, structure, improvement or facility can be used for its intended purpose.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 101

1 Make this section a part of the Standard Specifications:

2
3 **"SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**
4

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

9 In accordance with HRS Chapter 103D-310, the Department may require
10 any prospective bidder to submit answers to questions contained in the 'Standard
11 Qualification Questionnaire For Prospective Bidders On Public Works Contracts'
12 furnished by the Department, properly executed and notarized, setting forth a
13 complete statement of the experience of such prospective bidder and its
14 organization in performing similar work and a statement of the equipment proposed
15 to be used, together with adequate proof of the availability of such equipment.
16 Whenever it appears to the Department, from answers to the questionnaire or
17 otherwise, that the prospective bidder is not fully qualified and able to perform the
18 intended work, the Department will, after affording the prospective bidder an
19 opportunity to be heard and if still of the opinion that the bidder is not fully qualified
20 to perform the work, refuse to receive or consider any bid offered by the
21 prospective bidder. All information contained in the answers to the questionnaire
22 shall be kept confidential. Questionnaire so submitted shall be returned to the
23 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 faithfully
30 and diligently previous contracts with the State.
31

32 **102.02 Contents of Proposal Forms.** The Department will furnish prospective
33 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.

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 is solely on the construction contract documents.

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

- 95
96 (1) The nature and location of the work;
97
98 (2) The character, quality, and quantity of materials;
99
100 (3) The difficulties to be encountered; and
101
102 (4) The kind and amount of equipment and other facilities needed.
103

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

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

119 **102.06 Preparation of Proposal.** The submittal of its proposal shall be on
120 forms furnished by the Department. The bidder shall specify in words or figures:
121

- 122 (1) A unit price for each pay item with a quantity given;
123
124 (2) The products of the respective unit prices and quantities;
125
126 (3) The lump sum amount; and
127
128 (4) The total amount of the proposal obtained by adding the amounts of
129 the several items.
130

131 The words and figures shall be in ink or typed. If a discrepancy occurs
132 between the prices written in words and those written in figures, the prices written
133 in words shall govern.
134

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

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

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

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

155 **102.07 Irregular Proposals.** The Department may consider proposals
156 irregular and may reject the proposals for the following reasons:
157

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

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

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

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

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

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

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 total amount bid per area.

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

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

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

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

102.10 Withdrawal or Revision of Proposals. Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed, 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 via email no later than the RFI deadline in the Notice to Bidders.

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

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

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

102.15 Preferences.

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

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

The following provisions apply to this Apprenticeship Program.

(1) Definitions

(a) “Apprenticeable trade”, HRS Section 103-55.6 (c), shall have the same meaning as ‘apprenticeable occupation’ pursuant to Hawaii Administrative Rules (HAR) Section 30-1-5.

(b) “Department” means the department of labor and industrial relations.

(c) “Director” means the director of labor and industrial relations.

(d) “Employ” means the employment of a person in an employer-employee relations.

(e) “Governmental body” means as defined in HRS Section 103D-104.

(f) “Party to an apprenticeship agreement” means party to a registered apprenticeship program with the department of labor and industrial relations.

(g) “Preference” means the 5% by which the qualified bidder's offer amount would be decreased for evaluation purposes.

(h) “Public work” shall be as defined in HRS Section 104-2 and HAR Section 12-22-1.

(i) “Registered apprenticeship program” means a

362 construction trade program approved by the department
363 pursuant to HAR Section 12-30-1 and Section 12-30-4.
364

365 **(j)** “Sponsor” means an operator of an apprenticeship
366 program and in whose name the program is approved and
367 registered with the department of labor and industrial relations
368 pursuant to HAR Section 12-30-1.
369

370 **(k)** Offeror – Entity/bidder submitting a proposal to
371 undertake a project.
372

373 **(l)** Procurement Officer – Director of Transportation or his
374 authorized representative.
375

376 **(2)** Qualification Procedures
377

378 **(a)** Any bidder seeking the preference must be a party to
379 an apprenticeship agreement registered with the department
380 at the time the offer is made for each apprenticeable trade the
381 bidder will employ to construct the public works projects for
382 which the offer is being made.
383

384 1. The apprenticeship agreement shall be
385 registered and conform to the requirements of HRS
386 Chapter 372.
387

388 2. Subcontractors do not have to be a party to an
389 apprenticeship agreement for the bidder to obtain the
390 preference.
391

392 3. The bidder is not required to have apprentices
393 in its employ at the time of submittal of an offer to
394 qualify for the preference.
395

396 **(b)** The department shall:
397

398 1. Develop and maintain a list of construction
399 trades in registered apprenticeship programs which
400 conform to HRS Chapter 372; and
401

402 2. Electronically post the list, including any
403 amendments, on the department website
404 (<http://labor.hawaii.gov>).
405

406 **(c)** Bidder is responsible to comply with all submission
407 requirements for registration of its apprenticeship program

before requesting a preference.

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

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

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

(3) Solicitation Procedures

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

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

1. Allow bidder seeking to claim the preference to state the trades the bidder will employ to perform the work;
2. For each trade to be employed to perform the

work, the bidder shall submit a completed signed original *Certification Form 1* verifying participation in an apprenticeship program registered with the department;

3. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the department's list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and

4. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. Previous certifications shall not apply unless allowed by the solicitation.

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

(4) Evaluation and Contract Award

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

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

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

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

(5) Contract Administration

500
501 (a) For the duration of a contract awarded utilizing the
502 apprenticeship preference, the contractor shall certify each
503 month that work is being conducted on the project, that it
504 continues to be a participant in the relevant apprenticeship
505 program for each trade it employs.
506

507 (b) Monthly certification shall be made on *Monthly*
508 *Certification Form 2* prepared and made available by the
509 department, be a signed original by the respective
510 apprenticeship program sponsors authorized official, and
511 submitted by the contractor with its monthly payment
512 requests.
513

514 (c) Should the contractor fail or refuse to submit its
515 monthly certification forms, or at any time during the
516 construction of the project, cease to be a part to a registered
517 apprenticeship agreement for each apprenticeable trades the
518 contractor employs, or will employ, the contractor will be
519 subject to the following sanctions:
520

521 1. Withholding of the requested payment until the
522 required form(s) are submitted;
523

524 2. Temporary or permanent cessation of work on
525 the project, without recourse to breach of contract
526 claims by the contractor; provided the agency shall be
527 entitled to restitution for nonperformance or liquidated
528 damages claims; or
529

530 3. Proceed to debar or suspend pursuant to HRS
531 Section 103D-702.
532

533 (d) If events such as "acts of God," acts of a public enemy,
534 acts of the State or any other governmental body in its
535 sovereign or contractual capacity, fires, floods, epidemics,
536 freight embargoes, unusually severe weather, or strikes or
537 other labor disputes prevent the contractor from submitting
538 the certification forms, the contractor shall not be penalized as
539 provided herein, provided the contractor completely and
540 expeditiously complies with the certification process when the
541 event is over.
542

543 This subsection shall not apply when its application will disqualify the
544 State from receiving federal funds or aid.
545

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

548
549 **(D) Preference to Hawaii Bidder(s)/Offeror(s).** In accordance with
550 HRS §103D-302, the Hawaii bidder preference is applicable to this
551 solicitation, for evaluation purposes only. Bidders (or offerors) desiring to
552 qualify for the five per cent (5%) preference shall submit a completed Hawaii
553 Bidder/Offeror Preference Certification Form (Form SPO-081) with each bid
554 at or before the time set for receipt of bids. Certifications submitted for
555 previous or other solicitations will not be accepted.

556
557 **(E) Evaluation Procedures and Contract Award.** For bid evaluation,
558 the Engineer will evaluate the bids by applying the applicable preferences
559 selected by the bidders according to the contract. The Engineer will base
560 the calculations for adjustments upon the original bid prices offered. If more
561 than one preference applies, the evaluated bid price shall be the sum of the
562 original bid price plus applicable preference adjustments.

563
564 The Engineer will award the contract to the responsible bidder
565 submitting the responsive bid with the lowest evaluated bid price. The
566 contract amount of the contract awarded shall be the original bid price
567 offered exclusive of any preference.

568
569 **102.16 Certification for Safety and Health Program for Bids in excess**
570 **of \$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror, by
571 signing and submitting this proposal, certifies that a written safety and health plan
572 for this project will be available and implemented by the notice to proceed date for
573 this project. Details of the requirements of this plan may be obtained from the
574 State Department of Labor and Industrial Relations, Occupational Safety and
575 Health Division (HIOSH).

576
577 **102.17 Addenda.** Addenda issued shall become part of the contract
578 documents. Addenda to the bid documents will be provided to all prospective
579 bidders via HlePRO. Each addendum shall be an addition to the contract
580 documents. The terms and requirements of the bid documents (i.e., drawings,
581 specifications and other bid and contract documents) cannot be changed prior to
582 the bid opening except by a duly issued addendum."

583
584
585
586
587 **END OF SECTION 102**
588

1 Make this section a part of the Standard Specifications:

2
3 **"SECTION 103 - AWARD AND EXECUTION OF CONTRACT**

4
5
6 **103.01 Consideration of Proposals.** The Department will compare the
7 proposals in terms of the summation of the products of the approximate quantities
8 and the unit bid prices after the submittal date and time established in HlePRO. If
9 a discrepancy occurs between the unit bid price and the bid price, the unit bid price
10 shall govern.

11
12 The Department reserves the right to reject proposals, waive technicalities
13 or advertise for new proposals, if the rejection, waiver, or new advertisement favors
14 the Department.

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

24
25 **(1) Requirement for Award.** The Bidder, as proof of compliance
26 with the requirements of section 103D-310(c), HRS, upon award of
27 a contract made pursuant to section 103D-302, HRS, shall provide
28 the documents listed below. The documents shall be submitted
29 promptly to the Department. If a valid certificate/clearance is not
30 submitted on a timely basis upon award, the Bidder may be deemed
31 non-responsible. See also Subsection 108.03 – Preconstruction
32 Data Submittal.

33
34 **(A) Tax Clearance.** Pursuant to §103D-310(c), 103-53 and 103D-328,
35 HRS, the bidder shall submit a tax clearance certificate from the State of
36 Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service
37 (IRS), subject to section 103D-328, HRS, current within six months of
38 issuance date.

39
40 FORM A6, TAX CLEARANCE CERTIFICATE, is available at
41 the following website:

42
43 <https://tax.hawaii.gov/>

44
45 To receive DOTAX Forms by fax or mail, phone
46 (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 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 that there are 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.

This contract, to be awarded, is considered a requirements contract, as the fencing repairs by the Contractor will be made on an "as-needed" basis during the 24-month contract period. The State gives no assurance as to the number of services it will purchase.

The bidder must maintain an office on the Island of Oahu to be awarded the contract.

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 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 inure 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.

In as much as the contract to be executed is a price-term, open end, or requirements contract under which the contract price, or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the performance and payment bond amounts required for the work at each Area shall be as follows:

<u>Proposal</u>	<u>Security Amount</u>
A – Area 1	\$125,000.00
B – Area 2	\$125,000.00
C – Area 3	\$125,000.00
D – Area 4	\$125,000.00

The above amounts represent the performance and payment bond amounts required for the initial term of the contract. If work orders issued during the initial contract term exceed the original bond requirements, the procurement officer shall require additional performance and payment bonds to cover said work orders.

The contract bond required shall be furnished by the Contractor for the term of the contract. The bond of the contract shall be submitted to the State, or such additional time as may be granted by the State.

If the contract is extended beyond the initial term, the State shall require new bonds for each subsequent term. Such performance and payment bonds for each subsequent term, may be extensions of the original bond(s) by endorsements

184 thereto, provided that, as to any claims which may have arisen or may arise while
185 said bonds were in effect, said bonds shall remain in full force and effect.

186
187 **103.06 Execution of the Contract.** The contract bond and HRS Chapter 104
188 - Compliance Certificate, similar to a copy of the same annexed hereto, shall be
189 executed by the successful bidder and returned within ten days after the award of
190 the contract or within such further time as the Director may allow after the bidder
191 has received the contract for execution.

192
193 The contract shall not bind the Department unless said parties execute the
194 contract and the Director of Finance endorses the bidder's certificate in
195 accordance with HRS Section 103-39.

196
197 **103.07 Failure to Execute Contract.** Failure to execute the contract and file
198 acceptable bonds shall be cause for the cancellation of the award in accordance
199 with Subsection 103.06 - Execution of the Contract. Also, the Contractor forfeits
200 the proposal guaranty which becomes the property of the Department. This is not
201 a penalty, but liquidated damages sustained by the State. The Department may
202 then make award to the next lowest responsible and responsive bidder, or the
203 Department may readvertise and construct the work under contract.”

204
205
206
207
208 **END OF SECTION 103**

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(I) Amend Subsection 104.01 – Intent of Contract, Duty of Contractor by adding the following after line 10:

The Contractor will be required to respond to a fencing work request within 48 hours after notification.

The Contractor shall repair damaged fencing and install new fencing as requested by the Department from time to time during the term of the contract. Payment will be made for the actual work completed as provided for in the contract documents.”

“104.06 Methods of Price Adjustment. Any adjustment in the contract price pursuant to a change or claim shall be made in one or more of the following ways:

(2) By unit prices or other price adjustments specified in the contract or subsequently agreed upon before commencement of the pertinent performance.

(4) In any other lawful manner as the parties may mutually agree upon before commencement of the pertinent performance.

(5) At the sole option of the Engineer, work may be paid for on a force account basis in accordance with Subsection 109.06 - Force Account Provisions and Compensation.

(6) By the cost variations attributable to the events or situations with adjustment of profit and fee, all as specified in the contract or subsequently agreed upon before commencement of the pertinent performance.

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

(A) For change orders with value not exceeding \$50,000 by documented actual costs of the work, allowing for overhead and profit as set forth in Section 109.05 - Allowances for Overhead and Profit. A change order shall be issued within fifteen days of submission by the contractor of proper documentation of completed force account work, whether periodic (conforming to the applicable billing cycle) or final. The Engineer shall return any documentation that is defective, to the contractor within fifteen days after receipt, with a statement identifying the defect; or

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

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

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

95
96 “(4) The Contractor shall contact the Hawaii One Call Center at 811 prior
97 to any excavation in a public right of way or on private property.”
98

99 **(IV) Amend Section 104 – Scope of Work** by adding the following after line
100 318:
101

102 **“104.13 Performance of Work.** The Contractor shall perform work
103 satisfactorily in the judgment of the Engineer during the contract period. If it
104 appears at any time that the work contracted to be performed is not satisfactory,
105 the Engineer may require the Contractor to furnish and place in operation such
106 additional force and equipment as the Engineer shall deem necessary to bring
107 the work up to satisfactory status. In the case the Contractor fails to comply after
108 five (5) working days from the date of the receipt of such a written order from the
109 Engineer, the Engineer may employ a working force and equipment and change
110 the Contractor for the reasonable cost thereof including depreciation for
111 equipment or he may terminate the contract.
112

113 **104.14 Contract to be Open-Ended.** The requirement for service to be
114 furnished by the Contractor will be on an “as-needed” basis as called for in these
115 specifications at the applicable unit price bid during the term of this contract and
116 in such numbers as may be required by the State. The unit price bid indicated by
117 the Contractor shall be applicable and binding under the terms of this contract.
118

119 Payment for services will be made by purchase order.”
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123 **END OF SECTION 104**

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(I) Amend 105.01 – Authority to read as follows:

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

- The Engineer's decisions on questions, claims, and disputes will be final and conclusive subject to Subsection 107.15 – Disputes and Claims.

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

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

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

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

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

(III) Amend Subsection 105.08 (A) – Furnishing Drawings and Special Provisions to read as follows:

“(A) Furnishing Drawings and Special Provisions. The State will furnish the Contractor an electronic set of the special provisions and plans.”

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

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

(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

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(I) Amend **106.04 – Material Sample** by revising lines 87 and 88 to read as follows:

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

(II) Amend **106.11 – Steel and Iron Construction Material** from line 238 to line 277 to read as follows:

END OF SECTION 106

SAMPLING AND TESTING GUIDE FOR ACCEPTANCE AND VERIFICATION - Bituminous (HWY-LB)

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
01. ASPHALT CONCRETE	301, 401						
A. Asphalt Binder	702.01	1 every 6 months for each source/ asphalt plant	If less than 250 tons of asphalt concrete mix per project, Certificate of Compliance with test results	QC every 3 months, verification every 6 months	Plant line	2 qts.	
B. Aggregate	703.09						
(1) Gradation		1 per approximately every 1,000 tons of asphalt concrete mix	If less than 150 tons per project, visual inspection	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Plant conveyor belt, stockpile, or ignition oven	Approximately 10 lbs.	
(2) Sand Equivalent		1 per approximately every 2,500 tons of asphalt concrete mix	If less than 150 tons per project, none	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Plant conveyor belt or stockpile	Approximately 10 lbs.	
(3) Los Angeles Abrasion, Flat & Elongated Pieces, Absorption		1 per year per source, minimum	N/A	1 per year per source	Plant conveyor belt or stockpile	Approximately 30 lbs.	
(4) Complete Aggregate Test		When new source is proposed for use or when aggregate changed	N/A	When new source is proposed for use or when aggregate changed	Plant conveyor belt/ stockpile	Approximately 200 lbs.	
C. Uncompacted AC Mixture For Specific Gravity	301, 401	1 per approximately every 500 tons of asphalt concrete mix, minimum 1 per day	If less than 150 tons per project, none.	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	From jobsite roadway or off truck bed	Approximately 7 lbs.	
D. Uncompacted AC Mixture For Asphalt Content & Design Check	401	1 per approximately every 7,500 tons of asphalt concrete mix	If less than 150 tons per project, none	1 per project minimum	Plant - Off truck bed	Approximately 40 lbs.	
E. Compacted AC Cores (Mat)	301, 401	1 per approximately every 250 tons of asphalt concrete mix, minimum 3 per day	If less than 150 tons per project, none.	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - Pavement	4 in. diameter cores	
F. Compacted AC Cores (Joint)	401	1 per approximately every 1,500 lineal feet of paving on the second side of joint, minimum 1 per day	If less than 150 tons per project, none.	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - Pavement	6 in. diameter cores	
G. Joint Adhesive	401	Certificate of Compliance with test results, 1 per manufacturer batch, approximately every 6 months, min 1 per project	If less than 250 tons of asphalt concrete mix per project, Certificate of Compliance with test results	1 per project minimum	Jobsite - From application wand	1 qt.	
02. TACK COAT	407 702.04	1 per source, approximately every 3 months	If less than 250 tons of asphalt concrete mix per project, Certificate of Compliance with test results	1 per project minimum	Supplier's Plant - Storage tank before dilution	1 gal.	

Attachment 1

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
03. SLURRY SEAL	404						
A. Asphalt Emulsion	702.04	1 per project	If less than 500 gals. per project, Certificate of Compliance with test results	1 per project minimum	Storage tank at jobsite	2 gals	
B. Aggregate	703.11						
(1) Gradation		1 per approximately every 20,000 yd ² slurry seal	If less than 2,500 yd ² per project, visual inspection.	1 per project minimum	Jobsite	Approximately 10 lbs.	
(2) Sand Equivalent		1 per approximately every 50,000 yd ² slurry seal	If less than 2,500 yd ² per project, none	1 per project minimum	Jobsite	Approximately 5 lbs.	
04. UNTREATED PERMEABLE BASE	306						
A. Primer For Permeable Base Course	420 702.04	1 per source, approximately every 3 months (See Note 3)	If less than 500 gals. per project, Certificate of Compliance with test results	1 per project minimum	Storage tank before dilution	1 gal.	
05. PAVING FABRIC	412						
A. Asphalt Binder	702.01	Certificate of Compliance with test results (See Note 3)	N/A	N/A			
06. WATERPROOFING ASPHALT	503 705.06	Certificate of Compliance with test results	N/A	N/A			
07. WATERPROOFING PRIMER	503 705.06	Certificate of Compliance with test results	N/A	N/A			
08. ASPHALT SATURATED FABRIC	503 705.06	Certificate of Compliance with test results	N/A	N/A			
09. TRAFFIC PAINT	629 755.01	Certificate of Compliance with test results	N/A	N/A			
10. PAVEMENT MARKER BITUMINOUS ADHESIVE	629 755.03	Certificate of Compliance with test results, 1 per lot of markers	If less than 100 markers per project, Certificate of Compliance with test results	1 per project minimum		1/2 box per lot	
11. THERMOPLASTIC	629 755.05	Certificate of Compliance with test results	N/A	N/A			
12. PAVEMENT MARKING TAPE	629 755.04	Certificate of Compliance with test results	N/A	N/A			

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
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SAMPLING AND TESTING GUIDE FOR ACCEPTANCE AND VERIFICATION - Geotechnical (HWY-LG)

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
13. CUT SUBGRADE	203						
A. Gradation, Sand Equivalent, Proctor	203	1 per soil type	If less than 2500 ft ² per project, visual inspection,	1 per project	Jobsite - On roadbed	220 lbs.	
B. Compaction (See Note 6G)		Visual inspection and/or probe rod to determine stiffness of subgrade. Minimum of 1 field density compaction test per soil type, if determined necessary by the Engineer (HDOT).	If less than 2500 ft ² per project, visual inspection,	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	N/A	
14. EMBANKMENT FILLS & IMPORT BORROW	203						
A. Gradation, Sand Equivalent, Proctor	203	1 per soil type, approximately every 1,500 yd ³	N/A	1 per project	Jobsite - On roadbed	220 lbs.	
B. Compaction (See Note 6G)		1 every other lift per 10,000 yd ²	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	N/A	
15. STRUCTURAL BACKFILL	206						
A. Gradation, Proctor	703.20	1 per approximately every 1,500 yd ³ per type, per project	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	220 lbs.	
B. Sand Equivalent	703.20	1 per source per year	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	50 lbs.	
C. Compaction (See Note 6G)	206	1 every other lift per 1,000 ft ²	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	N/A	
16. TRENCH BACKFILL AND BED COURSE	206						
A. BED COURSE Gradation	703.17	1 per approximately every 1,500 yd ³ (or 2,000 tons), but not less than 1 per project	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	220 lbs.	
B. BED COURSE L.A. Abrasion	703.17	1 per material source per year	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	50 lbs.	
A. TRENCH BACKFILL Gradation, Proctor; Resistivity & pH as Required	703.21	1 per approximately every 1,500 yd ³ per type, per project	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	220 lbs.	
B. TRENCH BACKFILL Sand Equivalent	703.21	1 per material source per year	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	50 lbs.	

Attachment 1

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
C. TRENCH BACKFILL Compaction (See Note 6G)	206	1 every other lift per 300 lin. ft	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	N/A	
17. AGGREGATE BASE COURSE	304						
A. Gradation, Plasticity Index, Proctor	703.06	1 per approximately every 1,500 yd ³ (or 2,000 tons) per material source but not less than 1 per project	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	220 lbs.	
B. Sand Equivalent, L.A. Abrasion, Flat & Elongated Pieces, Crushed Particles	703.06	1 per material source per year	N/A	1 per material source	Jobsite - On roadbed	100 lbs.	
C. Compaction (See Note 6G)	304	1 every other lift per 1,000 ft ²	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	N/A	
18. AGGREGATE SUBBASE	305						
A. Gradation, Plasticity Index, Proctor	703.17	1 per approximately every 1,500 yd ³ (or 2,000 tons), but not less than 1	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	220 lbs.	
B. Sand Equivalent	703.17	1 per material source per year	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	50 lbs.	
C. Compaction (See Note 6G)	305	1 every other lift per 1,000 ft ²	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	N/A	
19. UNTREATED PERMEABLE BASE	306						
B. Coarse Aggregate and Filler	703.04						
(1) Gradation		1 per approximately every 2,500 yd ³ (or 3,000 tons) per material source per project	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Jobsite - On roadbed	220 lbs.	
(2) L.A. Abrasion, Flat & Elongated Pieces		1 per material source per year	N/A	1 per material source	Jobsite - On roadbed	220 lbs.	
20. PAVING FABRIC	412						
A. Paving Fabric	716.04	Certificate of Compliance and Certified test results	N/A	N/A			
21. UNDERDRAINS	605						
A. Perforated/Unperforated Pipe	706.12	Certificate of Compliance	N/A	N/A			
B. Permeable Separator	716.03	Certificate of Compliance	N/A	N/A			
C. Crushed Rock							
(1) Gradation, L.A. Abrasion	605 703.04	1 per 3,000 tons	If less than 500 tons per project, Certificate of Compliance	1 per project	Jobsite - On roadbed	150 lbs.	
22. GEOSYNTHETICS	412, 605 648, 716	Certificate of Compliance	N/A				

Attachment 1

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
23. PLANTING SOIL	617						
A. Designation (USDA Classification)		1 per source of planting soil	N/A	N/A	Jobsite	50 lbs.	

SAMPLING AND TESTING GUIDE FOR ACCEPTANCE AND VERIFICATION - Structural (HWY-LS)

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
24. CONCRETE (PAVEMENT, STRUCTURAL AND MISCELLANEOUS)							
A. Cement (See Note 3)	701	Certificate of Compliance. Check samples of 1 for approximately every 5,000 yd ³ of concrete placed or as required for control	If concrete is used for incidental construction, Certificate of Compliance	N/A	Weigh hopper or in the feed line immediately in advance of the hopper or as determined by Central Laboratory	Approximately 30 lbs.	
B. Aggregate (See Note 3)	703.01						
(1) Fine & Coarse Aggregate	703.02						
(a) Gradation		1 for approximately every month or 1,000 yd ³ of concrete placed or as required for control	(See Note 4S)	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	Stockpile/(See Note 5S)	Approximately 50 lbs. (C.A.) (1 ea. 1/2 bag) 10 lbs. (F.A.) (1 ea. 1/5 bag)	
(b) Specific Gravity		When aggregate changed or as required for source information	N/A	N/A	Stockpile/(See Note 5S)	Approximately 10 lbs. (C.A.) (1 ea. 1/5 bag) 5 lbs. (F.A.) (1 ea. 1/5 bag)	
(c) Moisture		As required for information	N/A	N/A	Stockpile/(See Note 5S)	5 lbs. (C.A.) (1 ea. 1/5 bag)	
(2) Coarse Aggregate							
(a) Clay Lumps and Friable Particles; L.A. Abrasion; and Flat and Elongated Pieces		When aggregate changed or approximately once a year	N/A	N/A	Stockpile/(See Note 5S)	Approximately 200 lbs. (4 ea. 1/2 bag)	
(3) Fine Aggregate							
(a) Sand Equivalent		If required, 1 for approximately every month or 3,000 yd ³ of concrete placed or as required for control	(See Note 4S)	When required, 1 per 5,000 yd ³	Stockpile/(See Note 5S)	Approximately 5 lbs. (1 ea. 1/5 bag)	
(b) Clay Lumps and Friable Particles; Organic Impurities; and L.A. Abrasion on Parent Material for Manufactured Fines Only		When aggregate changed or approximately once a year	N/A	N/A	Stockpile/(See Note 5S)	Approximately 50 lbs. (1 ea. 1/2 bag)	

Attachment 1

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
(4) Complete		When new source is proposed for use or when aggregate changed	N/A	N/A	Stockpile / (See Note 5S)	Annual or Start of a Project. Approximately 200 lbs. (C.A.) (4 ea. 1/2 bag) 100 lbs. (F.A.) (2 ea. 1/2 bag)	
C. Water (See Note 3)	712.01	1 per source. (Obviously suitable source as drinking water requires no sampling)	N/A	N/A	At point of use	Approximately 3 gals. - Use glass or plastic jugs w/ lined sealed lids	
D. Admixture	711	When admixture is initially used in state work, Certificate of Compliance with test results	If previously used in other state work, Certificate of Compliance	N/A			Current Certificate of Compliance with test results dated within 1-year from the date of the approved concrete design.
25. CONCRETE (PAVEMENT, STRUCTURAL AND MISCELLANEOUS) CONT'D							
E. Concrete Mixture - Pavements	411						
(1) Compressive Strength (14-days)	601	1 set per half day or as required for control	1 set per half day of pour or as required for control.	1 per project	At point concrete deposited in the work	1 set of 3 - 4"x8" cylinders	
(2) Flexural Strength (14-days) and as required by Central Laboratory		1 set per half day or as required for control	1 set per half day of pour or as required for control. Cylinder samples only If less than 50 yd ³ total per project (approximately 2 buspads.)	1 per project.	At point concrete deposited in the work	1 set of 2 - 6"x6"x 21" beams (4"x8" cylinders per design mix after sampling beams on 3 consecutive pour dates and satisfactory flexural strength.) See Remarks.	Sample cylinders and beams for 3 consecutive pour days. Correlate compressive to flexural strength. Subsequent sampling with cylinders only unless otherwise specified.
(3) Yield, Cement Factor, and Unit Weight (See Note 3)		As necessary to assure accuracy of mix design or as necessary for control. When yield test used for payment, 1 per project		When yield test used for payment, 1 per project	At point concrete deposited in the work		
(4) Slump Test		When test specimen are fabricated or when consistency or uniformity is questionable	When test specimen are fabricated or when consistency or uniformity is questionable	1 per project (Observation)	At point concrete deposited in the work		
(5) Entrained Air		When entrained air is specified, 1 approximately every 300 yd ³ or as necessary for control or as required for control.	N/A	When entrained air is specified, 1 per project	At point concrete deposited in the work		

Attachment 1

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
F. Concrete Mixture - Bridges & Major Structures (R.C.B., P.C.C., Arch Culverts, & Retaining Walls)	503 504 507 508 511 601						
(1) Compressive Strength (28 days)		1 set for approximately 300 yd ³ of concrete placed for concrete specified by class (< 4000 psi); 1 set for each 150 yd ³ and fractional thereof placed on any day or as required for acceptance for concrete specified by strength (≥ 4000 psi)	1 set per day of pour	1 per project	At point concrete deposited in the work	1 set of 3 - 4"x8" cylinders	
(2) Yield, Cement Factor, and Unit Weight (See Note 3)		As necessary to assure accuracy of mix design or as necessary for control. When yield test used for payment, 1 per project	N/A	When yield test used for payment, 1 per project	At point concrete deposited in the work		
(3) Slump Test		When test specimen fabricated or when consistency or uniformity is questionable	When test specimen are fabricated or when consistency or uniformity is questionable	1 per project (Observation)	At point concrete deposited in the work		
(4) Entrained Air		If entrained air is specified, 1 approximately every 300 yd ³ or as necessary for control or as required for control	N/A	When entrained air is specified, 1 per project	At point concrete deposited in the work.		
G. Concrete Mixture - Miscellaneous Concrete (Concrete for Incidental Construction including Controlled Low Strength Material (CLSM), Non-Shrink Grout and Mortars).	314 601 604 607						
(1) Compressive Strength (28 days)	608 609 610 621 622 623 640 649 712.04	1 set for each day when volume exceeds 25 yd ³ or as required for acceptance for concrete and grout specified by strength (> 4000 psi)	Concrete - Sample not required if total volume is less than 25 yd ³ in one day. For pour on separate days, sample per accumulative 100 yd ³ Grout -- No sample if total volume is less than 1 yd ³ in one day. Contact the Central Lab for accumulated volumes > 1 yd ³ .	1 per project. When total days run less than 25 yd ³ , none	At point concrete deposited in the work	Concrete - 1 set of 3 - 4"x8" cylinders. CLSM - 1 set of 2 - 6"x12" cylinders. Grout - 1 set of 3 - 2"x2" cubes.	CLSM - Store 6"x12" cylinders on site for 4-days. Deliver to the Lab in molds and Do not strip. (ASTM D4832 and D5971). Grout - Follow ASTM C109 or C1107 or Contact Central Lab for sampling method.
(2) Yield, Cement Factor, and Unit Weight (See Note 3)		As necessary to assure accuracy of mix design or as necessary for control	N/A	If yield test used for payment, one (1) per project	At point concrete deposited in the work		
(3) Slump Test		When test specimen are fabricated or when consistency or uniformity is questionable	N/A	1 per project (Observation)	At point concrete deposited in the work		

Attachment 1

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
(4) Entrained Air		When entrained air is specified, 1 approximately every 300 yd ³ or as required for control	N/A	When entrained air is specified, 1 per project	At point concrete deposited in the work		
26. CEMENT TREATED PERMEABLE BASE	309						
A. Cement (See Note 3)	701	Accepted by manufacturer's or supplier's Certificate of Compliance supplemented with check testing. Check sample for approximately every 5,000 yd ³ of concrete placed or as required for control	N/A	N/A	Weigh hopper or in the feed line immediately in advance of the hopper or as determined by Central Laboratory	Approximately 30 lbs.	
B. Aggregate (See Note 3)	703.02	1 per day or as required for control	N/A	1 to 1 for first 5 acceptance tests, 1 per 10 thereafter	(See Note 5S)	Approximately 250 lbs.	
27. CURING COMPOUND	411, 503 711.01	Certificate of Compliance	N/A	N/A			
28. JOINT FILLER	411, 503 705.01	Certificate of Compliance	N/A				
29. JOINT SEALER	411, 503 705.04	Certificate of Compliance	N/A	N/A			
30. RUBBER STOP	503 705.07	Certificate of Compliance	N/A	N/A			
31. METAL GUARDRAIL	606 710.04	Certificate of Compliance and Certified test results	N/A	N/A			
32. GUARDRAIL HARDWARE	710.08	Certificate of Compliance and Certified test results	N/A	N/A			
33. BRIDGE RAILINGS AND POST	507 710.09, 710.10	Certificate of Compliance and Certified test results	N/A	N/A			
34. NEOPRENE BEARING PAD	503 712.09	Certificate of Compliance and Certified test results	N/A	N/A			
35. VITRIFIED CLAY PIPE	625 706.08	Certificate of Compliance	N/A	N/A			
36. REINFORCED CONCRETE GUARDRAIL POST	606 710.06	Certificate of Compliance and Certified test results	N/A	N/A			
37. PAVEMENT MARKERS	629 755.02	Certificate of Compliance with Certified test results and 1 sample per batch. For Reflective Markers which conforms to ASTM D4280 Certificate of Compliance with Certified test results.	If less than 100 markers per project, Certificate of Compliance with Certified test results	1 for every 25,000 or less or 1 per batch	Jobsite or source	10 for non-reflective markers and 6 for reflective markers	
38. PAVEMENT MARKERS EPOXY	629 755.03	Certificate of Compliance	NA	NA			
39. PLASTIC (PVC) PIPE	625 706.09	Certificate of Compliance and Certified test results	N/A	N/A		PVC Pipe for sewer system. See Item 53 for Conduit, Electrical	

Attachment 1

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
40. WOVEN FENCE	607 710.02	Certificate of Compliance and Certified test results	N/A	N/A			
41. CONCRETE PIPE	603 706.02 706.17	Certificate of Compliance. 1 joint length for approximately every 50 joint lengths for 3 edge bearing load test. Inspected at plant and released by Central laboratory	If less than 100 lin. ft. per project, Certificate of Compliance		Strength tests usually performed at plant		
42. CORRUGATED METAL PIPE	603 707.02 707.03	Visual, accepted by manufacturer's or supplier's Certificate of Compliance. Inspected at plant and released by Central Laboratory		N/A	At fabrication point or at time of use		
43. REINFORCING STEEL	504 602 610 709.01	Sample each size up to Bar Size #8 for each brand and additional samples as necessary. Approved together with fabricator's certified analysis. Bar Sizes #9 and larger are approved by fabricator's certified analysis (Certification of Compliance).	If less than 200 lbs. per project, Certificate of Compliance		Jobsite or source	3 specimen 36" long	Manufacturer's imprinted markings on samples must match certificate of compliance or fabricator's certified analysis
44. WIRE MESH REINFORCEMENT	602 709.01	Certificate of Compliance with Certified test results and 1 sample per type per lot	If less than 200 lbs. per project, Certificate of Compliance		Jobsite	3 feet x 3 feet from flat sheet	Flat sheet is required 709.01(C)
45. WIRE ROPE OR CABLE	709.02	Certificate of Compliance with Certified test results and 1 sample per type per lot	1 set per project	1 set per project	Jobsite	2 strands 4 ft. long	
46. STRUCTURAL PLATE ARCHES	707.08	Certificate of Compliance		N/A			
47. PRE-STRESSED STRANDS	504 709.03	Certificate of Compliance with Certified test results and 1 sample per type per lot	1 set per project	1 set per project	Jobsite	2 strands 4 ft. long	
48. STEEL PRODUCTS	602.02	Certificate of Compliance and Certified test results	N/A	N/A			
49. BARB WIRE	607 710.01	Certificate of Compliance	N/A	N/A			
50. BOLTS & HARDWARE	713.01 713.03 713.04	Certificate of Compliance and Certified test results	N/A	N/A			
51. BRICK	704	Certificate of Compliance	N/A	N/A			

Attachment 1

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
52. CHAIN LINK FENCE	607						
A. Fabric	722	Certificate of Compliance and 1 sample per lot or per project	If less than 200 ft ² per project, Certificate of Compliance	1 sample per project or 1 sample per lot	Jobsite	3 ft. length, full height	
B. Posts		Certificate of Compliance and 1 sample per lot or per project	If less than 30 lin. ft. per project, Certificate of Compliance	1 sample per project or 1 sample per lot	Jobsite	12 inch length section taken from each end of one full length post. Total of 2 sections per post	
C. Tension Wire		Certificate of Compliance and 1 sample per lot or per project	If less than 100 lin. ft. per project, Certificate of Compliance	1 per sample per project or 1 sample per lot	Jobsite	3 ft. length	
D. Tie Wire		Certificate of Compliance and 1 sample per lot or per project	If less than 25 lbs. per project, Certificate of Compliance	1 sample per project or 1 sample per lot	Jobsite	3 ft. length	
E. Fittings		Certificate of Compliance	N/A	N/A			

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MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
53. CONDUITS	616.02, 622, 623, 712.27						
A. Steel Conduit		Certificate of Compliance and Certified test results	N/A	N/A			
B. Plastic Conduit		Certificate of Compliance	N/A	N/A			
C. Liquid-tight Flexible Metal Conduit and Fittings		Certificate of Compliance	N/A	N/A			
D. Rigid Steel Conduit PVC Coated		Certificate of Compliance	N/A	N/A			
54. ELECTRICAL CONDUCTOR WIRES AND CABLES	616.02, 622, 623, 760.04, 770.06	Certificate of Compliance and manufacturer's specifications	N/A	N/A			
55. PLANTING, SEED	619, 641	Certificate of Compliance, seed specifications, and Certified test results	N/A	N/A			
56. PRESERVATIVES FOR TIMBER	502 714.02	Certificate of Compliance and manufacturer's specifications	N/A	N/A			

Attachment 1

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
57. SIGN POSTS - SQUARE TUBE, CHANNEL, SQUARE TUBE	630, 631, 632, 645, 750.02	Certificate of Compliance and Certified test results	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
58. SIGN AND ROUTE MARKER FASTENERS	630, 631, 632, 645, 750.03	Certificate of Compliance and Certified test results	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
59. SHEET ALUMINUM BACKING	630, 631, 632, 645, 750.01	Certificate of Compliance and Certified test results	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
60. RETROREFLECTIVE SHEETING AND REFLECTIVE MARKERS	630, 631, 632, 645, 750.01, 750.07	Certificate of Compliance and manufacturer's specifications/ designer's approval	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
61. LIGHT POLES	622, 760.01						
A. Aluminum poles with anchor base and bolts	622, 718.01, 760.01	Designer's Approval, Certificate of Compliance, manufacturer's specifications	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
B. Wood Poles	622, 714.02, 760.01	Designer's Approval, Certificate of Compliance, manufacturer's specifications	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
62. LUMINAIRE MAST ARM	622, 760.02	Designer's Approval, Certificate of Compliance, manufacturer's specifications	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
63. LUMINAIRES FOR ROADWAY, UNDERPASS, SIGN, AND PEDESTRIAN STAIRWAY LIGHTING	622, 760.03	Designer's Approval, Certificate of Compliance, manufacturer's specifications	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
64. PHOTOELECTRIC CONTROL UNIT FOR ROADWAY LIGHTING SYSTEMS	622, 760.07	Designer's Approval, Certificate of Compliance, manufacturer's specifications	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.

Attachment 1

MATERIALS/TESTS	SPECIFICATION NO. (See Note 1)	ACCEPTANCE SAMPLING & TESTING	SAMPLING & TESTING FOR SMALL QUANTITIES	VERIFICATION SAMPLING & TESTING (ONLY if specified in contract, See Note 2)	SAMPLE LOCATION	SAMPLE SIZE	REMARKS
65. TRAFFIC SIGNAL STANDARDS	623, 770.01						
A. Type I: Shaft, anchor base and bolts	623, 718.01, 770.01	Designer's Approval, Certificate of Compliance, manufacturer's specifications	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
B. Type II: Mast arm, shaft, anchor base and bolts	623, 718.01, 760.03	Designer Approval, Certificate of Compliance	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
66. TRAFFIC SIGNAL HEADS	623, 770.02	Designer's Approval, Certificate of Compliance, manufacturer's specifications,	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
67. CONTROLLER EQUIPMENT	623, 770.05	Designer's Approval, Certificate of Compliance, manufacturer's specifications	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
68. FIBER OPTIC CABLE	647.02	Certificate of Compliance /Designer Approval	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.
68. DETECTABLE WARNINGS	650.03	Certificate of Compliance, manufacturer's specifications, and designer's approval	N/A	N/A			Added for additional review documents when required document(s) can't be produced/submitted.

- Note 1. Specification Nos. shown are the common references encountered in most construction projects. For non-standard items, consult the Materials Testing & Research Branch.
- Note 2. Sampling and testing performed by the State or County to validate contractor test data when Contractor Quality Control sampling and testing are used in the Materials Acceptance Program. This is allowed only when specified in the contract documents and approved by FHWA for federal aid projects. When the Contractor Quality Control (QC) test data is utilized by HDOT or its designated agent in the acceptance determination, HDOT or its designated agent shall perform verification sampling and testing. The Contractor's QC sampling and testing frequency shall not be less than the acceptance sampling and testing frequency. The verification testing by HDOT or its agent should be performed at a frequency of 1 to 1 for the first 5 QC tests, and not less than 10 percent of the acceptance frequency in the quality assurance plan thereafter. If statistical comparisons of the QC test data against HDOT or its agent's test data indicates dissimilarity, the verification sampling and testing frequency should revert back to 1 to 1.
- Note 3. Not required if the same source is being used on other projects and test is being made. Not necessary to duplicate the test for the sake of the record. The actual test results may be used anywhere they are applicable. (Established Source with Acceptable Quality Control/System Basis)
- Note 4S. When gradation is being determined by a qualified plant technician at the plant, the guide schedule for gradation and sand equivalent as sampled by the plant inspector may be reduced to approximately 1/5. However, the schedule should be supplemented with the contractor's quality control results.
- Note 5S. One of the following locations listed in order of preference: (a) Belt from weigh hopper to central or transit mixer; (b) Belt which feeds batch plant bins immediately preceding the weigh hopper, (c) Discharge gate of weigh hopper, (d) Discharge gates of bins feeding the weigh hopper at the batch plant. The location and method of sampling are to be determined and agreed upon by the Engineer and the Contractor. Once selected, the location and method of sampling are not to be changed during the life of the project, or so long as there is no change in Plant's configuration or operation.
- Note 6G. The field compaction testing frequency for soils and aggregate materials is provided as a preliminary guide and should be project specific, finalized and documented by the Project Engineer. If necessary, consult the HDOT project Geotechnical Engineer or Materials Testing and Research Branch for the recommended testing frequency.

Compact each lift to approximately 6 inches thick. Perform density test every other lift. For every fifty (50) field compaction tests, performed by nuclear gauge method or e-gauge method OR every 6 months, whichever comes first, perform one sand cone test (in accordance with HDOT TM 1-00 and TM 3-00) side by side testing with e-gauge or nuclear gauge. Test result should be within 3% compaction.

If there is uncertainty of testing frequency, perform compaction test every other lift per 300 lineal ft or 1,000 ft²

Submit a sample card of compaction testing monthly and at the end of the project. The following shall be provided in each sample card:

1. pdf file of compaction summary of the month for record,
2. Excel file of compaction summary of the month for data consolidation. All numbering shall be sequential and cumulative throughout the project.
3. Sand cone test results.
4. If e-gauge or nuclear gauge is used, include additional information as indicated in HWY-L website and/or e-gauge or nuclear gauge guide.
5. All maximum density test results used in the sample card from Laboratory Proctor Tests.

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

2
3 Make the following amendments to said Section:

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

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

16
17 The Certificate of Insurance shall contain: a clause that it is agreed
18 that any insurance maintained by the State of Hawaii will apply in excess
19 of, and not contribute with, insurance provided by this policy; and shall be
20 accompanied by endorsement form CG2010 or equivalent naming the
21 State as an additional insured to the policy which status shall be
22 maintained for the full period of the contract until final acceptance of the
23 work by State.

24
25 The Contractor shall obtain all required insurance as part of the
26 contract price. Where there is a requirement for the State of Hawaii and
27 its officers and employees to be named as additional insureds under any
28 Contractor’s insurance policy, before the State of Hawaii issues the Notice
29 to Proceed, the Contractor shall obtain and submit to the Engineer a
30 Certificate of Insurance and a written policy endorsement that confirms the
31 State of Hawaii and its officers and employees are additional insureds for
32 the specific State project number and project title under such insurance
33 policies. The written policy endorsement must be issued by the insurance
34 company insuring the Contractor for the specified policy type or by an
35 agent of such insurance company who is vested with the authority to issue
36 a written policy endorsement. The insurer’s agent shall also submit
37 written confirmation of such authority to bind the insurer. Any delays in
38 the issuance of the Notice to Proceed attributed to the failure to obtain the
39 proof of the State of Hawaii and its officers and employees’ additional
40 insured status shall be charged to the Contractor.

41
42 A mere Certificate of Insurance issued by a broker who represents
43 the Contractor (but not the Contractor’s insurer), or by any other party who
44 is not authorized to contractually name the State as an additional insured
45 under the Contractor’s insurance policy, is not sufficient to meet the
46 Contractor’s insurance obligations.

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

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

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

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

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

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.
105

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

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

112 **(b)** Personal & Advertising Injury, and
113

114 **(c)** Bodily Injury & Property Damage
115

116 The General Liability insurance shall include the State as an
117 Additional Insured. The required limit of insurance may be provided
118 by a single policy or with a combination of primary and excess
119 policies.
120

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

132 **(II) Add Section 107.18 Citizen and Residential Labor Force** after line 745
133 to read as follows:
134

135 **"107.18 Citizen and Residential Labor Force.**
136

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

142
143 **(B) Residential Labor Force.** In accordance with Act 192; SLH 2011,
144 no less than eighty (80) percent of the bidder's labor force working on the
145 contract shall be provided by Hawaii residents. This act applies to all
146 construction procurements under HRS Chapter 103D; however this act
147 does not apply to procurements for professional services under Section
148 103D-304 and small purchases under Section 103D-305. This act is also
149 applicable to any subcontract of \$50,000.00 or more in connection with
150 this contract.

151
152 Resident means a person who is physically present in the State of
153 Hawaii at the time the person claims to have established the person's
154 domicile in the State of Hawaii and shows the person's intent is to make
155 Hawaii the person's primary residence.

156
157 **(C)** Percentage of workforce shall be determined by dividing the labor
158 hours (including subcontractors) provided by residents working on the
159 project divided by the total number of hours worked by all employees of
160 the contractor in the performance of the contract. Hours worked by
161 employees within shortage trades as determined by the Department of
162 Labor and Industrial Relations shall not be included in the calculation of
163 this percentage.

164
165 **(D)** Certification of compliance with the forgoing provisions shall be
166 made by the contractor in the form of a written oath submitted to the
167 Procurement Officer on a monthly basis for the duration of the contract.

168
169 **(E)** Sanctions for non compliance with these provisions are as follows:

170
171 **(1)** With respect to the General Contractor, withholding of
172 payment on the contract until the Contractor or its Subcontractor
173 complies with HRS Chapter 103B as amended by Act 192, SLH
174 2011.

175
176 **(2)** Proceedings for debarment or suspension of the Contractor
177 or Subcontractor under Hawaii Revised Statutes § 103D-702.

178
179 This Section shall not apply when its application will disqualify the State
180 from receiving federal funds or aid."

181
182 **END OF SECTION 107**

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107- 4a

12/5/25

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 for the contract will be
7 issued to the Contractor not more than 30 calendar days after the contract
8 certification date.

9
10 Separate Start Work Dates will be issued to the Contractor for each work
11 order created. The Start Work Date issued for the work order will begin charging of
12 time specified to complete the work order. Time specified to complete the work
13 order will be followed in accordance with Subsection 108.05 – Contract Time.
14 Liquidated damages for each work order will be enforced in accordance with
15 Subsection 108.08 – Liquidated Damages for Failure to Complete the Work or
16 Portions of the Work on Time.

17
18 In the event that the Contractor fails to start physical work within the time
19 specified, the Engineer may terminate the contract in accordance with Subsection
20 108.11 – Termination of Contract for Cause.

21
22 During the period between the issuance of a work order and the Start Work
23 Date the Contractor should adjust work forces, equipment, schedules, and procure
24 materials and required permits, prior to beginning physical work.

25
26 Any physical work done prior to the Start Work Date will be considered
27 unauthorized work. If the Engineer does not direct that the unauthorized work be
28 removed, it shall be paid for after the Start Work Date and only if it is acceptable.

29
30 The Contractor shall notify the Engineer at least 24 hours before restarting
31 physical work after a suspension of work pursuant to Subsection 108.10 –
32 Suspension of Work.

33
34 Once physical work has begun, the Contractor shall work expeditiously and
35 pursue the work diligently to completion with the contract time. If a portion of the
36 work is to be done in stages, the Contractor shall leave the area safe and usable for
37 the user agency and the public at the end of each stage.

38
39 **108.02 Prosecution of Work.** Unless otherwise permitted by the Engineer, in
40 writing, the Contractor shall not commence with physical construction unless
41 sufficient materials and equipment are available for either continuous construction
42 or completion of a specified portion of the work.

43
44 **108.03 Preconstruction Submittals.** The awardee shall submit to the Engineer
45 for information and review the pre-construction submittals within 21 calendar days
46 from the issuance of a work order. 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 work order plus any additional working days authorized in writing as provided hereinafter. The count of elapsed working days to be charged against contract time, will begin from the Start Work Date and will continue consecutively to the date of Substantial Completion. When multiple shifts are used to perform the work, the State will not consider the hours worked over the normal eight working hours per day or night as an additional working day.

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

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

(1) Changes in the Work, Additional Work, and Delays Caused by the State. If the Contractor believes that an extension of time is

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

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

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

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

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

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

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

176
177 3. Cite the anticipated period of delay and the time
178 extension requested.

179
180 4. State either that the above circumstances have
181 been cleared and normal working conditions restored as
182 of a certain day or that the above circumstances will
183 continue to prevent completion of the project.

184
185 (b) The Contractor shall notify the Engineer in writing when
186 the delay ends. Time extensions will be the exclusive relief
187 granted and no additional compensation will be paid the
188 Contractor for such delays.

189
190 (4) **Delays in Delivery of Materials or Equipment.** For delays in
191 delivery of materials or equipment, which occur as a result of
192 unforeseeable causes beyond the control and without fault of the
193 Contractor, its subcontractor(s) or supplier(s), time extensions shall be
194 the exclusive relief granted and no additional compensation will be
195 paid the Contractor on account of such delay. The delay shall not
196 exceed the difference between the originally scheduled delivery date
197 and the actual delivery date. The Contractor may be granted an
198 extension of time provided that it complies with the following
199 procedures:

200
201 (a) The Contractor's written notice to the Engineer must
202 describe the delays and state the effect such delays may have
203 on the critical path.

204
205 (b) The Contractor, if requested, must submit to the
206 Engineer within five days after a firm delivery date for the
207 material and equipment is established, a written statement
208 regarding the delay. The Contractor must justify the delay as
209 follows:

210
211 1. State specifically all reasons for the delay.
212 Explain in a detailed chronology the effect of the delay
213 on the critical path.

214
215 2. Submit copies of purchase order(s), factory
216 invoice(s), bill(s) of lading, shipping manifest(s), delivery
217 tag(s), and any other documents to support the time
218 extension request.

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

222
223 **(5) Delays for Suspension of Work.** When the performance of
224 the work is totally suspended for one or more days (calendar or
225 working days, as appropriate) by order of the Engineer in accordance
226 with Subsections 108.10(A)(1), 108.10(A)(2), or 108.10(A)(5) the
227 number of days from the effective date of the Engineer's order to
228 suspend operations to the effective date of the Engineer's order to
229 resume operations shall not be counted as contract time and the
230 contract completion date will be adjusted. During periods of partial
231 suspensions of the work, the Contractor will be granted a time
232 extension only if the partial suspension affects the critical path. If the
233 Contractor believes that an extension of time is justified for a partial
234 suspension of work, it must request the extension in writing at least
235 five working days before the partial suspension will affect the critical
236 operation(s) in progress. The Contractor must show how the critical
237 path was increased based on the status of the work and must also
238 support its claim if requested, with statements from its subcontractors.
239 A suspension of work will not constitute a waiver of pre-existing
240 Contractor delay.

241
242 **(6) Contractor Caused Delays.** No time extension will be granted
243 under the following circumstances:

244
245 **(a)** Delays within the Contractor's control in performing the
246 work caused by the Contractor, subcontractor, supplier, or any
247 combination thereof.

248
249 **(b)** Delays within the Contractor's control in arrival of
250 materials and equipment caused by the Contractor,
251 subcontractor, supplier, or any combination thereof, in ordering,
252 fabricating, and delivery.

253
254 **(c)** Delays requested for changes which do not affect the
255 critical path.
256

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

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

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

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

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

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

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

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

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

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

(i) Show target bars for all activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Incorporate all physical access and availability restraints.

395 **(B) Inspection and Testing.** All schedules shall provide reasonable time
396 and opportunity for the Engineer to inspect and test each work activity.
397

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

420 **(D) Initial Progress Schedule.** The Contractor shall submit an initial
421 progress schedule. The initial progress schedule shall consist of the
422 following:
423

- 424 **(1)** Four sets of the TSLD schedule.
- 425
- 426 **(2)** All the software files and data to re-create the TSLD in a
427 computerized software format as specified by the Engineer.
428
- 429 **(3)** A listing of equipment that is anticipated to be used on the
430 project. Including the type, size, make, year of manufacture, and all
431 information necessary to identify the equipment in the Rental Rate
432 Blue Book for Construction Equipment.
433
- 434 **(4)** An anticipated manpower requirement graph plotting contract
435 time and total manpower requirement. This may be superimposed
436 over the payment graph.
437

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

- (a) Has a duration longer than five days.
- (b) Is a milestone activity.
- (c) Is a contract item that exceeds \$10,000 on the contract cost proposal.
- (d) Is a critical path activity.
- (e) Is an activity designated as such by the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The duration of all events and delays.

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

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

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

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

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

When the Contractor fails to reach substantial completion of the work for which liquidated damages are specified, within the time or times fixed in the contract or any extension thereof, in addition to all other remedies for breach that may be available to the State, the Contractor shall pay liquidated damages to the State, in the amount of \$100 per working day.

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

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

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

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

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

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

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

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

699 **(E) Claims for Adjustment.** Any adjustment in contract price made shall
700 be determined in accordance with Subsections 104.02 – Changes and
701 104.06 – Methods of Price Adjustment.
702

703 Any claims for such compensation shall be filed in writing with the
704 Engineer within 30 days after the date of the order to resume work or the
705 claim will not be considered. The claim shall conform to the requirements of
706 Subsection 107.15(D) – Making of a Claim. The Engineer will take the claim
707 under consideration, may make such investigations as are deemed
708 necessary and will be the sole judge as to the equitability of the claim. The
709 Engineer's decision will be final.
710

711 **(F) No Adjustment.** No provision of this clause shall entitle the
712 Contractor to any adjustments for delays due to failure of its surety, the
713 cancellation or expiration of any insurance coverage required by the contract
714 documents, for suspensions made at the request of the Contractor, for any
715 delay required under the contract, for suspensions, either partial or whole,
716 made by the Engineer under Subsection 108.10(A)(4) of the "Suspension of
717 work" paragraph.
718

719 **108.11 Termination of Contract for Cause.**
720

721 **(A) Default.** If the Contractor refuses or fails to perform the work, or any
722 separable part thereof, with such diligence as will assure its completion within
723 the time specified in this contract, or any extension thereof, or commits any
724 other material breach of this contract, and further fails within seven days after
725 receipt of written notice from the Engineer to commence and continue
726 correction of the refusal or failure with diligence and promptness, the
727 Engineer may, by written notice to the Contractor, declare the Contractor in
728 breach and terminate the Contractor's right to proceed with the work or the
729 part of the work as to which there has been delay or other breach of contract.
730 In such event, the State may take over the work, perform the same to
731 completion, by contract or otherwise, and may take possession of, and utilize
732 in completing the work, the materials, appliances, and plants as may be on
733 the site of the work and necessary therefore. Whether or not the Contractor's
734 right to proceed with the work is terminated, the Contractor and the
735 Contractor's sureties shall be liable for any damage to the State resulting
736 from the Contractor's refusal or failure to complete the work within the
737 specified time.
738

739 **(B) Additional Rights and Remedies.** The rights and remedies of the
740 State provided in this contract are in addition to any other rights and remedies
741 provided by law.
742

743 **(C) Costs and Charges.** All costs and charges incurred by the State,
744 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:

789 **(1)** Any completed work.

790
791 **(2)** Any partially completed construction, goods, materials, parts,
792 tools, dies, jigs, fixtures, drawings, information, and contract rights
793 (hereinafter called "construction material") that the Contractor has
794 specifically produced or specially acquired for the performance of the
795 terminated part of this contract.

796
797 **(3)** The Contractor shall protect and preserve all property in the
798 possession of the Contractor in which the State has an interest. If the
799 Engineer does not elect to retain any such property, the Contractor
800 shall use its best efforts to sell such property and construction
801 materials for the State's account in accordance with the standards of
802 HRS Chapter 490:2-706.

803
804 **(D) Compensation.**

805
806 **(1)** The Contractor shall submit a termination claim specifying the
807 amounts due because of the termination for convenience together with
808 cost or pricing data, submitted to the extent required by HAR
809 Subchapter 15, Chapter 3-122. If the Contractor fails to file a
810 termination claim within one year from the effective date of
811 termination, the Engineer may pay the Contractor, if at all, an amount
812 set in accordance with Subsection 108.12(D)(3).

813
814 **(2)** The Engineer and the Contractor may agree to a settlement
815 provided the Contractor has filed a termination claim supported by cost
816 or pricing data submitted as required and that the settlement does not
817 exceed the total contract price plus settlement costs reduced by
818 payments previously made by the State, the proceeds of any sales of
819 construction, supplies, and construction materials under Subsection
820 108.12(C)(3), and the proportionate contract price of the work not
821 terminated.

822
823 **(3)** Absent complete agreement, the Engineer will pay the
824 Contractor the following amounts less any payments previously made
825 under the contract:

826 **(a)** The cost of all contract work performed prior to the
827 effective date of the notice of termination work plus a 5 percent
828 markup on the actual direct costs, including amounts paid to
829 subcontractor, less amounts paid or to be paid for completed
830 portions of such work; provided, however, that if it appears that
831 the Contractor would have sustained a loss if the entire contract
832 would have been completed, no markup shall be allowed or
833 included and the amount of compensation shall
834

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

837
838 **(b)** Subcontractors shall be paid a markup of 10 percent on
839 their direct job costs incurred to the date of termination. No
840 anticipated profit or consequential damage will be due or paid
841 to any subcontractor. These costs must not include payments
842 made to the Contractor for subcontract work during the contract
843 period.

844
845 **(c)** The total sum to be paid the Contractor shall not exceed
846 the total contract price reduced by the amount of any sales of
847 construction supplies, and construction materials.

848
849 **(4)** Cost claimed, agreed to, or established by the State shall be in
850 accordance with HAR Chapter 3-123.

851
852 **108.13 Pre-Final and Final Inspections.**

853
854 **(A) Inspection Requirements.** Before the Engineer undertakes a final
855 inspection of any work, a pre-final inspection must first be conducted. The
856 Contractor shall notify the Engineer that the work has reached substantial
857 completion and is ready for pre-final inspection.

858
859 **(B) Pre-Final Inspection.** Before notifying the Engineer that the work has
860 reached substantial completion, the Contractor shall inspect the project and
861 test all installed items with all of its subcontractors as appropriate. The
862 Contractor shall also submit the following documents as applicable to the
863 work:

- 864
865 **(1)** All written guarantees required by the contract.
- 866
867 **(2)** Two accepted final field-posted drawings as specified in
868 Section 648 – Field-Posted Drawings;
- 869
870 **(3)** Complete weekly certified payroll records for the Contractor
871 and Subcontractors.
- 872
873 **(4)** Certificate of Plumbing and Electrical Inspection.
- 874
875 **(5)** Certificate of building occupancy as required.
- 876
877 **(6)** Certificate of Soil and Wood Treatments.
- 878
879 **(7)** Certificate of Water System Chlorination.
- 880

881 (8) Certificate of Elevator Inspection, Boiler and Pressure Pipe
882 Inspection.

883
884 (9) Maintenance Service Contract and two copies of a list of all
885 equipment installed.

886
887 (10) Current Tax clearance. The contractor will be required to
888 submit an additional tax clearance certificate when the final payment
889 is made.

890
891 (11) And any other final items and submittals required by the
892 contract documents.

893
894 **(C) Procedure.** When in compliance with the above requirements, the
895 Contractor shall notify the Engineer in writing that the project has reached
896 substantial completion and is ready for pre-final inspection.

897
898 The Engineer will then make a preliminary determination as to whether
899 or not the project is substantially complete and ready for pre-final inspection.
900 The Engineer may, in writing, postpone until after the pre-final inspection the
901 Contractor's submittal of any of the items listed in Subsection 108.13(B) –
902 Pre-Final Inspection, herein, if in the Engineer's discretion it is in the interest
903 of the State to do so.

904
905 If, in the opinion of the Engineer, the project is not substantially
906 complete, the Engineer will provide the Contractor a punchlist of specific
907 deficiencies in writing which must be corrected or finished before the work
908 will be ready for a pre-final inspection. The Engineer may add to or otherwise
909 modify this punchlist from time to time. The Contractor shall take immediate
910 action to correct the deficiencies and must repeat all steps described above
911 including written notification that the work is ready for pre-final inspection.

912
913 After the Engineer is satisfied that the project appears substantially
914 complete a final inspection shall be scheduled within ten working days after
915 receipt of the Contractor's latest letter of notification that the project is ready
916 for final inspection.

917
918 If, as a result of the pre-final inspection, the Engineer determines the
919 work is not substantially complete, the Engineer will inform the Contractor in
920 writing as to specific deficiencies which must be corrected before the work
921 will be ready for another pre-final inspection. If the Engineer finds the work
922 is substantially complete but finds deficiencies that must be corrected before
923 the work is ready for final inspection, the Engineer will prepare in writing and
924 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 working days after the Contractor notifies the Engineer in writing that all punchlist deficiencies remaining after the pre-final inspection have been completed and the Engineer concurs. If the Engineer determines that deficiencies still remain at the final inspection, the work will not be accepted and the Engineer will notify the Contractor, in writing, of the deficiencies which shall be corrected and the steps above repeated.

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

108.14 Substantial Completion and Final Acceptance.

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

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

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

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

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

108.17 Guarantee of Work.

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

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

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

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

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

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

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

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

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

(2) Any extension of time.

(3) Any possession taken by the Engineer.

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

108.19 Final Settlement of Contract.

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

- 1063 (1) All written guarantees required by the contract.
1064
1065 (2) Complete and certified weekly payrolls for the Contractor and
1066 its subcontractor's.
1067
1068 (3) Certificate of plumbing and electrical inspection.
1069
1070 (4) Certificate of building occupancy.
1071
1072 (5) Certificate for soil treatment and wood treatment.
1073
1074 (6) Certificate of water system chlorination.
1075
1076 (7) Certificate of elevator inspection, boiler and pressure pipe
1077 installation.
1078
1079 (8) Tax clearance.
1080
1081 (9) All other documents required by the Contract or by law.
1082

1083 **(B) Failure to Meet Closing Requirements.** The Contractor shall meet
1084 the applicable closing requirements within 60 days from the date of Project
1085 Acceptance or the agreed to Punchlist complete date. Should the Contractor
1086 fail to comply with these requirements, the Engineer may terminate the
1087 contract for cause."
1088
1089
1090
1091
1092

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 of**
16 **the amount due to the performing subcontractor or tier**
17 **subcontractor.”**

18
19 **(II) Amend 109.08(A) Monthly Payment** by adding the following after line
20 411:

21
22 **“(1) Retainage.** If the Engineer finds that the Contractor is
23 progressing satisfactorily in completing the project work and:

24
25 **a.** Less than 50% of the whole contract cost is complete,
26 the Engineer shall retain 5% of the value of the work done until
27 the Engineer makes final payment;

28
29 **b.** More than 50% of the whole contract cost is complete,
30 the Engineer may make the remaining progress payments in
31 full.

32
33 **c.** After satisfactory completion of work other than
34 landscaping items, the Engineer may adjust the amount of
35 retainage to 15% of the landscaping items or 2½% of the total
36 contract amount whichever is less. Do not use this subsection
37 if the contract is only landscaping.”

38
39 **(III) Amend Subsection 109.08(B) Payment for Material On Hand** by revising
40 lines 421 to 423 to read as follows:

41
42 **“(2) The materials shall be stored and handled in accordance with**
43 **Subsection 105.14 – Storage and Handling of Materials and**
44 **Equipment.”**

47 **(IV)** Amend **Subsection 109.11 Final Payment** by revising lines 568 to 576 to
48 read as follows:
49

50 **“(3)** A current “Certificate of Vendor Compliance” issued by the
51 Hawaii Compliance Express (HCE). The Certificate of Vendor
52 Compliance is used to certify the Contractor’s compliance with
53

54 **(a)** Section 103D-328, HRS (for all contracts \$25,000 or
55 more) which requires a current tax clearance certificate issued
56 by the Hawaii State Department of Taxation and the Internal
57 Revenue Service;
58

59 **(b)** Chapters 383, 386, 392, and 393, HRS; and
60

61 **(c)** Subsection 103D-310(c), HRS. The State reserves the
62 right to verify that compliance is current prior to the issuance
63 of final payment. Contractors are advised that non-
64 compliance status will result in final payment being withheld
65 until compliance is attained.
66

67 Sums necessary to meet the claims of any governmental agencies
68 may be withheld from the sums due the Contractor until said claims
69 have been fully and completely discharged or otherwise satisfied.”
70
71

72 **END OF SECTION 109**

1 Make this section a part of the Standard Specifications:

2
3 **“SECTION 110 – FENCING REPAIRS**

4
5 **110.01 Scope of Work.** The work shall consist of furnishing all labor,
6 necessary equipment, materials and traffic control, to repair existing fencing and/or
7 install new fencing at various locations on the Island of Oahu as requested.
8 Fencing repair involves repairing of the posts, concrete footings, fencing fabric,
9 and gates. Repair work also includes the complete removal, disposal, restoration
10 of the area of damaged fencing material. New fencing work includes extending
11 existing fencing, adding gates and installing new fencing. All fencing parts and
12 debris shall be removed daily at all locations. See Subsection 110.03 – Area of
13 Coverage.

14
15 The Contractor shall work as directed by the Highways Oahu District
16 Maintenance Engineer (Engineer). Install, maintain, remove work zone traffic
17 control in accordance with Section 645 Traffic Control Work Zone, MUTCD, and as
18 directed by Engineer. Restore any damaged areas to the existing condition or
19 better. The work zone traffic control work's cost must be included in the fencing
20 work cost.

21
22 The Contractor shall have performed similar work for at least two years prior
23 to the bid date. Failure to meet the work experience requirement will be cause for
24 disqualification.

25
26 **110.02 Contract Period and Option to Extend.** The period of the contract
27 shall be for 24 months commencing from the date indicated in the “Notice to
28 Proceed” from the Department. There is an option to extend for three additional
29 12-month periods, without re-bidding, upon mutual agreement in writing prior to
30 the contract expiration date. The maximum contract period is 60 months.

31
32 Failure by the Contractor to execute the amendment to extend the
33 contract within the number of days specified under Subsection 103.07 – Failure
34 to Execute Contract may be cause for cancellation of the written agreement to
35 extend the contract and may be subject to disqualification from bidding future
36 projects for a two-year period in accordance with Subsection 102.12 -
37 Disqualification of Bidders.

38
39 To compensate for escalation during the maximum contract period, the
40 Department will adjust the Unit Prices of all items on the Proposal Schedule by
41 2% on the start date of an extension period. The price adjustment shall not be
42 applied to contract change orders issued within the current contract year or work
43 orders that have already been issued to the contractor.

44
45 **110.03 Area of Coverage.** The project requires the Contractor to repair
46 and/or install fencing at various locations on the Island of Oahu. Work shall be
47 grouped into four areas along with the corresponding routes as shown on the

attached map of the island of Oahu (Figure 1). Note: There are numerous side streets with or without route numbers along State highways where State Jurisdiction extends various distances into side streets. The four areas are:

(A) Area 1:

Route 64, Sand Island Access Road and Sand Island Parkway
Nimitz Highway (92) to Sand Island Park Entrance
Route 78, Moanalua Freeway
Kamehameha Highway (99) On-Ramp to Moanalua Freeway to
Moanalua Freeway Overpass (Structure over H-1)
Route 92, Kam-Nimitz Highway
Main Gates at Pearl Harbor and Hickam AFB to Kalihi Stream Bridge
Route 92, Nimitz Highway
Kalihi Stream Bridge to Richards Street
Route 92, Ala Moana Boulevard
Richards Street to 135 feet South of Kalakaua Avenue
Route 99, Kamehameha Highway
Waiawa Interchange to Pearl Harbor Interchange
Route 99, Farrington Highway
Waiawa Interchange
Route 7239, Ulune Street and Halawa Valley Road
North East of Kahuapaani Street to Iwaiwa Street
Route 7241, Kahuapaani Street
Salt Lake Boulevard to Halawa Heights Road
Route 7241, Halawa Heights Road
Kikania Street to Fernridge Place
Route 7310, Puuloa Road
Kam-Nimitz Highway (92) to Mahiole Street
Route 7345, Jarrette White Road
Mahiole Street to Tripler Hospital Gate
Route 7350, Bougainville Drive
Radford Drive (7351) to Salt Lake Boulevard
Route 7351, Radford Drive
Kamehameha Highway (99) to Bougainville Drive (7350)
Route 7401, Kamehameha Highway
Middle Street to Kalihi Stream Bridge
Route 7413, Liliha Street
North King Street to School Street
Route 7415, Middle Street
Kamehameha Highway (99) to Mauka of H-1 Freeway
*Route H-1, Waiawa Interchange to Kahauiki Interchange
Pearl City/ Waipahu to Middle Street
Route H-3, Halawa Interchange to Halawa Portal of Harano Tunnel
Route H201, Moanalua Freeway
Moanalua Freeway Overpass (Structure over H-1) to Kahauiki Interchange
Ala Ike Street (Leeward Community College)
Kaua Street
Middle Street (7415) to Pineapple Place
Lagoon Drive
Nimitz Highway (92) to Koapaka Street

99 Moanalua Road (Waiau Interchange)
 100 Ewa of Kaulike Drive to Kokohead of Hoomalu Street
 101 North King Street
 102 Middle Street (7415) to Ola Lane Overpass
 103 Pacific Street
 104 425 feet West of Nimitz Highway Outbound Centerline and Inbound lanes in
 105 Iwilei
 106 Salt Lake Boulevard
 107 Kahuapaani Street (7241) to Luapele Drive
 108 Sumner Street
 109 Between Nimitz Highway (92) Outbound and Inbound lanes in Iwilei
 110 Waiawa Road (Near Leeward Community College)
 111 Farrington Highway (99) to Ala Ike Street
 112
 113 **(B) Area 2:**
 114 Route 76, Fort Weaver Road
 115 Navy Reservation Gate to Interstate Route H-1
 116 Route 93, Farrington Highway
 117 Palailai Interchange to Kaena Point State Park
 118 Route 93, Farrington Highway (Makakilo Interchange)
 119 Intersection of Fort Barrette Road (901) and Makakilo Drive, 500 feet on both
 120 sides of Intersection
 121 Route 95, Kalaeloa Boulevard and Malakole Street
 122 Palailai Interchange to Vicinity of Kaiholo Street
 123 Route 750, Kunia Road
 124 Interstate Route H-1 to Wilikina Drive (99)
 125 Route 901, Fort Barrette Road
 126 Barbers Point Naval Reservation to Makakilo Drive Overpass
 127 Route 7101, Farrington Highway
 128 Fort Weaver Road (76) to Waiawa Interchange
 129 Route 7110, Farrington Highway
 130 Fort Weaver Road (76) to Old Fort Weaver Road
 131 Route 7141, Iroquois Road
 132 Fort Weaver Road (76) to West Loch Ammunition Depot
 133 Route 7142, Waipahu Street
 134 Kamehameha Highway (99) to Makai End of H-1 Overpass
 135 Route H-1, Kalaeloa Boulevard to Waiawa Interchange
 136
 137 **(C) Area 3:**
 138 Route 80, Kamehameha Highway
 139 Wilikina Drive (99) to Kamananui Road (99)
 140 Route 83, Joseph P. Leong Highway
 141 Kamehameha Highway (99) to Kamehameha Highway (83)
 142 Route 83, Kamehameha Highway
 143 Kahalewai Place to Kahaluu Bridge
 144 Route 83, Kahekili Highway
 145 Kahaluu Bridge to Intersection of Kahekili Highway (83) and Likelike Highway
 146 (63)
 147 Route 83, Likelike Highway
 148 Intersection of Likelike Hwy (63) and Kamehameha Hwy (83) to Kaneohe Bay
 149 Drive (65)

150 Route 83, Kamehameha Highway
 151 Intersection of Likelike Hwy (63) and Kaneohe Bay Drive (65) to Pali Hwy (61)
 152 Route 99, Kamehameha Highway
 153 Weed Junction (Haleiwa) to Kamananui Road (99)
 154 Route 99, Kamananui Road
 155 Kamehameha Highway (99) to Wilikina Drive (99)
 156 Route 99, Wilikina Drive
 157 Kamananui Road (99) to Kamehameha Hwy (99) at Wahiawa Interchange
 158 Route 99, Kamehameha Highway
 159 Wahiawa Interchange to Waiawa Interchange
 160 Route 930, Farrington Highway
 161 Dillingham Airfield to Kaukonahua Road at Thompson Corner
 162 Route 930, Kaukonahua Road
 163 Kaukonahua Road at Thompson Corner to South of Paukauila Stream
 164 Route 7012, Whitmore Avenue
 165 Kamehameha Highway (80) to Helemano Naval Reservation
 166 Route 7013, Meheula Parkway (Mililani Interchange)
 167 Beginning of Northbound On-Ramp to End of Southbound Off-Ramp
 168 Route 7160, Ka Uka Boulevard (Waipio Interchange)
 169 Moaniani Street to the beginning of Mililani Memorial Park Road
 170 Route H-2, Wahiawa Interchange to Waiawa Interchange
 171 Leilehua Golf Course Road (Leilehua Interchange)
 172 Kamehameha Highway (99) to Northbound Off-Ramp (H-2)
 173

(D) Area 4:

174
 175 Route 61, Pali Highway
 176 Vineyard Boulevard (98) to Castle Junction
 177 Route 61, Kalanianaʻole Highway
 178 Castle Junction to Waimanalo Junction
 179 Route 61, Kailua Road
 180 Waimanalo Junction to Kawainui Bridge
 181 Route 63, Kalihi Street
 182 Nimitz Highway (92) to School Street
 183 Route 63, Likelike Highway
 184 School Street to Intersection of Kahekili Hwy (83) and Likelike Hwy (83)
 185 Route 65, Kaneohe Bay Drive
 186 Kamehameha Highway (83) to Vicinity of Kaimalu Place
 187 Route 65, Kaneohe Bay Drive
 188 Malae Place to Kailua Interchange (H-3)
 189 Route 65, Mokapu Saddle Road
 190 Kaneohe Bay Drive (65) to Ilipilo Street
 191 Route 65, Mokapu Boulevard
 192 Ilipilo Street to North Kalaheo Avenue
 193 Route 72, Kalanianaʻole Highway
 194 Waimanalo Junction to Ainakoa Avenue
 195 Route 98, Vineyard Boulevard
 196 H-1 Off-Ramp and Olomea Street to H-1 On-Ramp (Pedestrian Overpass)
 197 Route 98, Halona Street
 198 Houghtailing Street to Palama Street
 199 Route 98, Olomea Street
 200 Houghtailing Street to Palama Street

Route 7601, Old Waialae Road (Kapiolani Interchange)
 Kapiolani Boulevard to North King Street
 Route 7801, Waialae Avenue
 17th Avenue to Kilauea Avenue
 *Route H-1, Middle Street (7415) to Ainakoa Avenue
 Route H-3, Haiku Portal of Harano Tunnel to Kaneohe Marine Corp Base
 Bingham Street
 Punahou Street to Vicinity of Isenberg Street
 Funchal Street
 Pauoa Road to Pali Highway (61)
 Kapahulu Avenue
 Harding Avenue to Kapiolani Boulevard
 Keeaumoku Street
 Kinau Street to Kaihee Street
 Kokohead Avenue
 Harding Avenue to Paho Avenue
 Lunalilo Street
 Ernest Street to Keeaumoku Street
 McCully Street
 Beretania Street to Dole Street
 Metcalf Street
 Dole Street to Alexander Street
 Papaku Place
 Near Piikoi/H-1 On-Ramp (East)
 South King/ Harding Avenue
 Waialae Avenue (near Humane Society) to Second Avenue
 Waiaka Road
 Waiaka Place to Kapiolani Boulevard
 Waokanaka Street

*Note: Night work is required. Refer to Section 110.04 – Safety and Convenience

110.04 Safety and Convenience. The Contractor shall at all times conduct his work to assure the least possible obstruction to public traffic. The safety and convenience of the general public and the protection of persons and property is of utmost importance, and the Contractor shall provide appropriate traffic control and safety measures. The Contractor and his employees shall treat members of the public in a fair and polite manner. Workers shall present a professional appearance and conduct themselves in a professional manner at all times.

All Traffic control and safety measures shall be done in conformance with the “Administrative Rules of Hawaii Governing the Use of Traffic Control Devices at Work Sites on or Adjacent to Public Streets and Highways” adopted by the Director of Transportation, and the current U.S. Federal Highway Administration “Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways”, 2023 Edition with latest Revision. Costs for traffic control shall include set-up and removal of all signs, cones, delineators, barricades, flag persons, police

officers, arrow boards, etc., and shall be included in the fencing proposal price. See Section 645 – Work Zone Traffic Control for additional information.

Do not close traffic lanes or slow down traffic during the following peak hours:

Morning Peak Hours	6:00 A.M. to 8:30 A.M.
Afternoon Peak Hours	3:00 P.M. to 6:00 P.M.

Morning Peak Hours from 6:00 A.M. to 9:00 A.M. shall be observed for Interstate Routes H-2 and H-3, Likelike and Pali Highways, Nimitz Highway/Ala Moana Boulevard, and Fort Weaver Road.

Above peak hours are daily except Saturdays, Sundays, and holidays.

Night work is required for Interstate Route H-1 (from Palailai Interchange to Ainakoa Avenue). The night work hours are from 10:00 P.M. to 4:30 A.M. Areas 1 and 4 are affected.

The Contractor must notify all private property owners in the vicinity where fencing work is performed in the event that the work may hinder access to their property. The Contractor must also secure permission prior to entering private property to do fencing work, if any.

The Contractor shall remove debris daily and shall leave the work site in a condition equal to or cleaner than prior to commencing work. The Contractor shall be responsible for all hauling and lawful disposal of debris. Any unauthorized or illegal disposal is grounds for termination of the contract. No section of incomplete fencing shall be left unshielded at the end of each work day.

110.05 Hours of Operation. The Contractor shall be available to provide the specified services during normal working hours and complete the services within the period specified in the work order. Normal working days and hours for the project are defined as Monday through Friday, 8:30 A.M. to 3:00 P.M., except for State holidays. Refer to Section 645 – Work Zone Traffic Control. Authorized Highways personnel will contact the Contractor to schedule work, as needed. All services requested after normal work hours may be charged in accordance with Subsection 107.04 – Overtime and Night Work.

110.06 Disposal of Debris. The Contractor shall be responsible for all hauling and dump fees and shall include the cost of these items in his bid. Any unauthorized or illegal disposal is grounds for termination of the contract.

110.07 Work Orders. Prepare a work order (Figure 2) for each fencing repair/installation or group of fencing repairs/installations in the same location. The work order shall also include the construction schedule, supervisory staff,

equipment list, and material to be used. At certain work sites, erosion control plans or BMP plans will be requested by the Engineer. Submit the work order for approval to the Highways Oahu District Maintenance Superintendent at the Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii 96819. Work shall not be performed unless the Contractor receives an approved work order. The Engineer or his representative shall authorize any increases in total price.

110.08 Basis of Payment. Payment shall be made by purchase order. The Contractor shall submit monthly progress payments to the Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii 96819, if services are rendered. See Subsection 109.08 - Progress Payments.”

END OF SECTION 110

1 **SECTION 607 – CHAIN LINK FENCES AND GATES**

2
3 Make the following amendment to said Section:

4
5 **(I)** Amend **607.03 (B) – Posts** by adding the following after line 60:

6
7 “ For posts that need to be replaced, remove existing post and foundation
8 and backfill foundation hole with selected material free of rock as accepted by the
9 Engineer. Place backfill in layers and compact each layer as accepted by the
10 Engineer. Grade and compact area before installing new post and foundation.

11
12 Install replacement posts to heights indicated in the contract documents.”

13
14 **(II)** Amend **607.04 - Measurement** by replacing lines 105 to 106 to read:

15
16 **“607.04 Measurement.** The Engineer will measure for furnishing and installing
17 fencing fabric per linear foot. The Engineer will measure post, top rail, removal of
18 top rail, and gate per each.”

19
20 **(III)** Amend **607.05 – Payment** by revising lines 108 to 115 to read as
21 follows:

22
23 **“607.05 Payment.** The Engineer will pay for the accepted fencing fabric at the
24 contract unit price per linear foot. The Engineer will pay for the accepted post, top
25 rail, removal of top rail, and gate at the contract unit price per each. All hardware,
26 fasteners, and ancillary items for a complete installation are required. Payment
27 will be full compensation for work prescribed in this section and the contract
28 documents.

29
30 The Engineer will pay for following pay items when included in proposal
31 schedule:

32

Pay Item	Pay Unit
Fence Fabric, _____ - Feet High Fence	Linear Foot
_____ Post, _____ - Feet High Fence _____	Each
Top Rail	Each
Remove Top Rail	Each
Gate, _____	Each”

33
34
35
36
37
38
39
40
41
42
43
44

45
46 **END OF SECTION 607**

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

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

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

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

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

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

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

47 **(4) Invasive Species.** An alien species whose introduction does,
48 or is likely to, cause economic or environmental harm or harm to
49 human health.
50

51 **(5) Invasive Species Committee (ISC).** Committees located in
52 Hawai'i that are island-based partnerships of government agencies,
53 nongovernmental organizations, and private businesses protecting
54 each island from the most threatening invasive weeds and pests.
55

56 **(6) Noxious Weed.** Any plant species that is, or that may be
57 likely to become, injurious, harmful, or deleterious to the agricultural,
58 horticultural, aquacultural, or livestock industry of the state and to
59 forest and recreational areas and conservation districts of the state,
60 as regulated by the Secretary of Agriculture and the federal land
61 management agencies and the State of Hawai'i Department of
62 Agriculture (HDOA) Hawai'i Revised Statutes (HRS) Chapter 152.
63 The HDOA Noxious Weed List can be found in HRS 4:6:68 (Noxious
64 Weed Rules).
65

66 **(7) Pest.** Any insect, rodent, nematode, fungus, weed, or any
67 other form of terrestrial or aquatic plant or animal life or virus,
68 bacteria, or other microorganism (except viruses, bacteria, or other
69 microorganisms on or in living humans or other living animals) that
70 the Engineer declares to be a pest (Federal Insecticide, Fungicide,
71 and Rodenticide Act, Section 2(t)).
72

73 **(8) Physical Construction.** Activities associated with clearing,
74 grubbing, grading, excavating, filling of land, or other similar site work
75 activities and that cause ground disturbance and/or site disturbance.
76

77 **(9) Propagule.** A vegetative structure that can become detached
78 from a plant and give rise to a new plant, e.g., a bud, sucker, or spore.
79

80 **(10) Priority Invasive Plants for the State of Hawai'i**
81 **Department of Transportation Construction Projects.**
82

83 **(a)** Plants and weeds identified in State of Hawai'i
84 Department of Transportation (HDOT) contract specifications.
85

86 **(b)** Plants on the U.S. Department of Agriculture Federal
87 Noxious Weed List and in HRS 4:6:68 (Noxious Weed Rules)
88 *provided that* the HDOA and/or the ISC also recommend that
89 weed as a target.
90

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

1. Hawai'i Island: <https://www.biisc.org/>
2. Kaua'i: <https://www.kauaiisc.org/>
3. Maui: <https://mauiinvasive.org/>
4. O'ahu: <https://www.oahuisc.org/>

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

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

(11) Priority Pests for the State of Hawai'i Department of Transportation.

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

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

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

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

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

137 **621.02 Materials.**

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

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

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

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

808-643-PEST (7378) to determine appropriate treatment.

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

(C) Construction Material.

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

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

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

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

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

621.03 Construction.

(A) Responsibility.

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

(2) The CONTRACTOR shall be responsible for the control or eradication of priority invasive plants and/or priority pests that are already established at a project site before construction begins. CONTRACTOR responsibility is determined by the Engineer. Removal of already established species shall be paid from the force account; see Payment section below.

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

(B) Inventory of Invasive Species before Physical Construction.

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

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

(C) Invasive Species Removal Plan.

(1) If invasive species are found before physical construction, including within 30 feet of material stockpile locations, the CONTRACTOR shall submit an invasive species removal plan for

approval by the Engineer. This plan shall include specific removal methods for all priority invasive species identified by the Engineer, such as physical removal and/or chemical treatments, and a detailed post-removal monitoring plan. The plan should address how to prevent the spread of the invasive species if not removed. A cost to remove and a cost to prevent the spread shall be submitted by the CONTRACTOR. Preparation of the removal plan will be paid for from the force account.

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

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

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

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

(3) If pesticides are proposed for use in the removal plan, the CONTRACTOR shall ensure that their application is supervised by a licensed commercial applicator. The labels for pesticides being used must be in the applicator's possession; the applicator shall have proper safety equipment and be prepared to handle chemical spills before they occur. The CONTRACTOR shall use the least toxic chemical that shall achieve the desired results. If a chemical spill occurs, the Engineer must be notified, and the proper authorities shall be notified in accordance with the pesticide label requirements.

A record of chemical applications shall be kept by the commercial applicator and submitted to the Engineer.

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

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

(F) Decontaminating Equipment, Machinery, and Vehicles.

(1) Clean Equipment.

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

(b) The CONTRACTOR shall certify that equipment is arriving free of soil and debris capable of transporting viable invasive plant parts, seeds, or propagules, or invasive animals. The CONTRACTOR shall provide the Engineer with sequentially numbered decals and an accompanying spreadsheet with the decal numbers indicated in one column and subsequent column headings for the date of inspection and license plate number. Decals shall include the contract number and be consistent with the format supplied by the Engineer. The CONTRACTOR shall place the decal on construction project machinery and vehicles, and the

Engineer will initial and date the decal after an inspection determines that the vehicles are acceptably clean. After initialing the decal on the vehicle/ machinery, the Engineer will use the submitted spreadsheet to record the date of inspection and license plate number. The CONTRACTOR shall remove the decal after project completion.

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

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

(e) Cleaning Stations.

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

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

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

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

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

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

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

b. Digging apparatus, blades, and buckets

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

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

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

3. The CONTRACTOR shall clean and inspect equipment before it arrives at the project site. Equipment shall be considered free of soil, seeds, and other such debris after a visual inspection confirms it. Visual inspection shall include the complete exterior, including undercarriages, tires, wheel wells, and grille. Disassembly of equipment components or specialized inspection tools are not required. The Engineer will maintain a log of vehicle inspections. Earthwork

equipment shall not be allowed to operate within the state right-of-way until approved by the Engineer.

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

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

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

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

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

(2) Invasive Species Information Signage at the Project Site. Invasive species and noxious weed signage shall be prominently posted at the CONTRACTOR's workplace and at the project site. Signage shall include one laminated 8.5 × 11-inch color page for

each HDOT priority invasive species relevant to the project site. The CONTRACTOR may obtain free digital files with invasive species photographs that shall be printed and laminated for use on the project site; these are available at: <http://www.hawaiiinvasivespecies.org>. All signage shall include "Call 808-643-PEST (7378)."

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

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

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

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

621.05 Payment. The Engineer will pay for the accepted invasive species management 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 and the contract documents.

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

551	Pay Item	Pay Unit
552		
553	Invasive Species Management	Force Account
554		
555	An estimated amount for the force account is allocated in the proposal	
556	schedule under "Invasive Species Management", but the actual amount to be paid	
557	will be the sum shown on accepted force account records, whether this sum is	
558	more or less than the estimated amount allocated in the proposal schedule."	
559		
560		
561		
562		
563		
564		
565	END OF SECTION 621	

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

47 devices that are deemed crashworthy will be allowed.

48
49 Upon request of the Engineer, furnish self-certified MASH 2016 compliant
50 letter from vendor(s) for each type of Category 1 traffic control device, as defined
51 by FHWA and/or AASHTO, including single-piece traffic cone, single-piece drum,
52 and tubular marker.

53
54 Traffic control devices, including signs, barricades, warning lights, arrow
55 boards, portable changeable message signs, cones, tubular markers, and
56 temporary concrete barriers shall conform to the American Traffic Safety Services
57 Association (ATSSA), *Quality Guidelines for Temporary Traffic Control Devices*
58 *and Features* and the *MUTCD*.

59
60 Protective devices including barricades, warning signs, lights, and
61 temporary signals shall conform to Title 19, Subtitle 5, Chapters 127, 128, and 129,
62 HAR. Retroreflectorization for protective devices such as barricades, tubular
63 markers, and warning signs shall conform to Subsection 750.01 – Signs.

64
65 **645.03 Construction.** Furnish, install, and maintain barricades, signs, cones,
66 tubular markers, lights, flashing signals, and other traffic control devices.

67
68 Furnish two police officers for each location that requires work zone traffic
69 control. If the Traffic Control Plan (TCP) is included in the contract documents,
70 furnish number of police officers indicated in the TCP, whichever is greater.

71
72 Furnish two Electronic Message Boards or the amount requested by the
73 Engineer for each work site that requires work zone traffic control on a daily basis.

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

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

81
82 Submit TCP and schedule at least 15 working days before work starts.
83 Submit modifications and deviations from accepted TCP and schedule at least 15
84 working days before start of work requiring modification or deviation. Illegible TCP
85 will not be accepted.

86
87 Include the following in TCP and schedule:

- 88
89 (1) Signs (type, size, designation, and placement).
90
91 (2) Traffic movements shown by arrows.
92

93 **(3)** Positions of flaggers and police officers.

94
95 **(4)** Barricades, cones, tubular markers, and additional traffic
96 control devices and measures necessary for protection of work and
97 public safety; and placement, spacing, distances, and reference
98 points for traffic control devices.

99
100 **(5)** Layout, drawn to scale, of traffic control devices, including
101 information needed to layout TCP.

102
103 **(6)** Brief description of work.

104
105 **(7)** Dates of work.

106
107 **(8)** Times of day affected.

108
109 **(9)** Proposed public information sign.

110
111 **(10)** Proposed news release.

112
113 Place sign or device situated farthest upstream from work zone first. Then
114 place others progressively downstream toward work zone.

115
116 Extend cones or tubular markers to point where cones or tubular markers
117 are visible to approaching traffic.

118
119 For signs with messages on both faces, cover inapplicable message before
120 placement.

121
122 Keep barricades, construction and warning signs, and other traffic control
123 devices in good condition. Repair, clean, or replace barricades, signs, or other
124 devices as required to maintain effectiveness and appearance. The Engineer
125 alone will decide suitable condition of each barricade, sign, or other traffic control
126 device.

127
128 Remove or cover regulatory and warning signs that conflict with TCP.
129 Restore signs upon completion of work or as ordered by the Engineer. Affix object
130 markers to post(s) of covered sign.

131
132 Promptly remove or cover construction and warning signs that are not
133 applicable or not in use.

134
135 For sign covers, fully covers signs as indicated in the Acceptable category
136 of the ATSSA Quality Guidelines for Temporary Traffic Control Devices and
137 Features. Covers that are deemed to be in the Marginal or Unacceptable
138 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.
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) Work Zone Signs. Erect work zone 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 work zone 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:

- 277 (1) Holidays (Midnight to Midnight).
278
279 (2) Day before and day after Thanksgiving Day (Midnight to
280 Midnight).
281
282 (3) Holiday period for Christmas and New Years (Two Weeks
283 prior to Christmas and the week between Christmas and New
284 Years).
285
286 (4) Other dates of events indicated in the contract documents.”
287

288 No time extension will be given for the above restrictions. The
289 contract time for the project has accounted for any loss of time due to the
290 above restrictions.
291

292 Closure of only one lane of traffic will be allowed during lane-closure
293 hours. Keep lanes open to traffic and allow flow at posted speed limit during
294 non-lane closure hours.
295

296 If applicable, coordinate lane closures with adjacent project(s) at no
297 increase in contract price or contract time.
298

299 Rental fees will be assessed in accordance with Subsection 108.10
300 – Rental Fees for Unauthorized Lane Closure or Occupancy, for failure to
301 open lanes to traffic during peak hours. Morning and afternoon peak hours
302 shall be from 5:30 a.m. to 8:30 a.m. and 3:00 p.m. to 6:00 p.m., respectively,
303 Monday through Friday.
304

305 Before scheduling work, submit requests for detours and lane
306 closures as follows:
307

- 308 (1) Detours - 8 weeks before implementing detours.
309
310 (2) Lane closures - 6 weeks before implementing lane closures.
311

312 Include the following with detour and lane closure requests:
313

- 314 (1) Explanation of proposed changes to existing traffic pattern.
315
316 (2) Installation schedule for informational and traffic control signs.
317
318 (3) Publication schedule for legal notices.
319
320 (4) Plan showing proposed informational signs.
321

(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.

- 348 (2) Lane closure.
349
350 (3) Permanent road closure.
351
352 (4) Permanent new route that changes previous route.
353

354 Include the following information:

- 355
356 (1) Map of traffic pattern change limits.
357
358 (2) Map showing lane(s) closure and detour pattern.
359
360 (3) Notice of starting and ending dates and duration.
361
362 (4) Explanation of lane(s) closure or detours in "Notice To
363 Motorist".
364

365 Quality of map shall conform to the following requirements:

- 366
367 (1) No freehand printing or penciling.
368
369 (2) Highlight important features by darkening, cross-hatching,
370 crossing-out, or coloring important words, as necessary.
371
372 (3) Provide maps with minimum size of five columns wide and
373 four columns deep. Lesser width columns may be considered to
374 balance against size of drawing.
375
376 (4) Text specifications.
377
378 (a) Work being featured - 3/16-inch text.
379
380 (b) Major roads and features - 1/8-inch text.
381
382 (c) Other roads and features- first letter of sentence upper
383 case.
384
385 (d) "NOTICE TO MOTORIST" in upper case.
386
387 (e) Message - first letter of sentence upper case.
388
389 (5) Line Thickness.
390
391 (a) Important feature being advertised - line thicker than
392 rest of map.
393

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

(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. The Engineer will not measure Traffic Control for payment. The Engineer will not measure Additional Police Officers, Additional Traffic Control Devices, and Advertisement for payment such as hiring the services of additional Police Officers that the Engineer requested; furnishing, installing, maintaining and removing the additional devices; and inserting the legal notices required by the Engineer.

The Engineer will measure Electronic Message Boards per each on a daily basis in accordance with the contract documents.

645.05 Payment. The Engineer will not pay for traffic control separately. The Engineer will consider the cost for Traffic Control as included in the contract price of the various contract items. The cost for traffic control shall include set-up and removal of all signs, cones, delineators, barricades, flag persons, police officers, and arrow boards and shall be included in the contract price of the various contract items in Section 607 – Chain Link Fences and Gates.

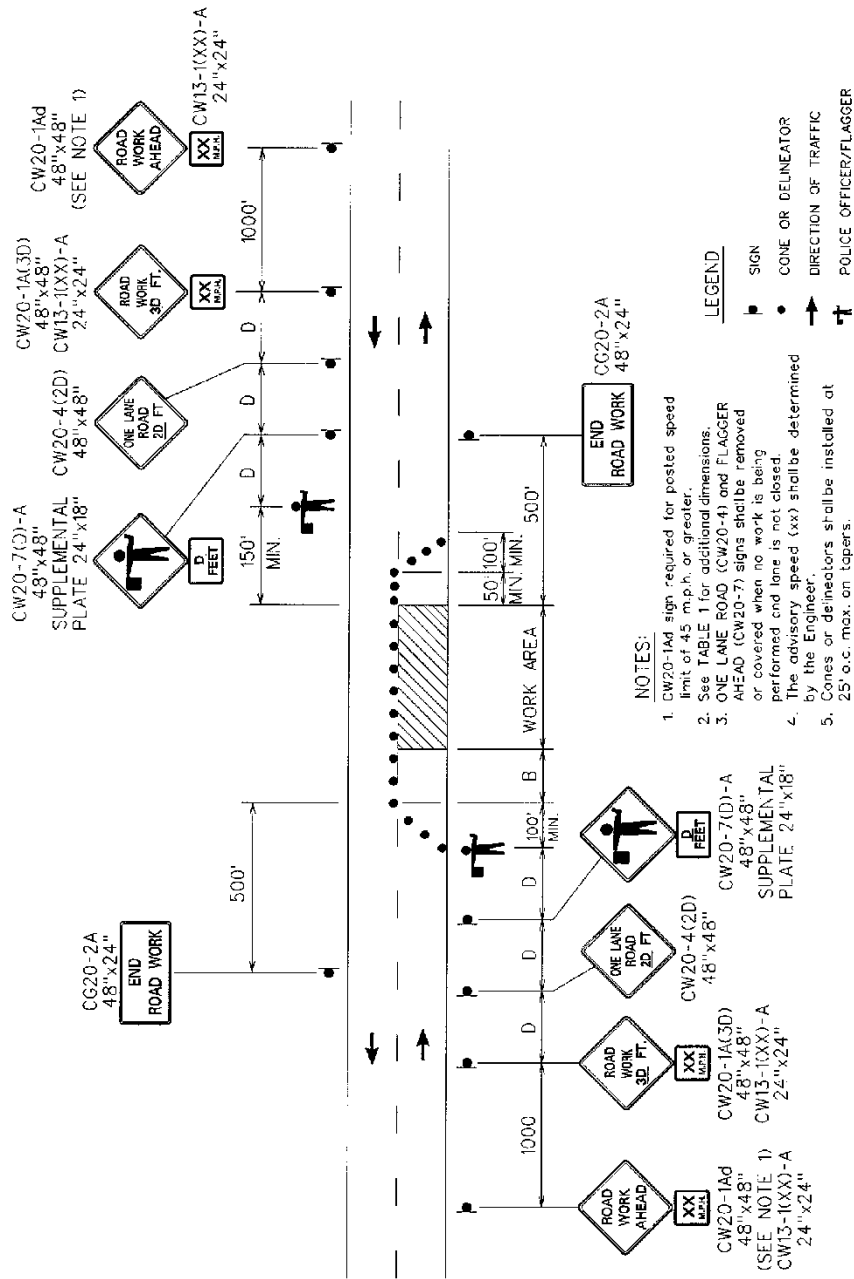
The Engineer will pay for the accepted Electronic Message Boards at the contract price per each on a daily basis. The price includes full compensation for renting/furnishing, installing, setting up, maintaining and removing one electronic message board for a 24-hour period and furnishing labor, materials tools, equipment, and incidentals necessary to operate the Electronic Message Boards.

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

Pay Item	Pay Unit
Electronic Message Board (per day)	Each

441 The Engineer will not pay for request submittals. The Engineer will not
442 consider claims for additional compensation of late submittals or requests by
443 Contractor.
444

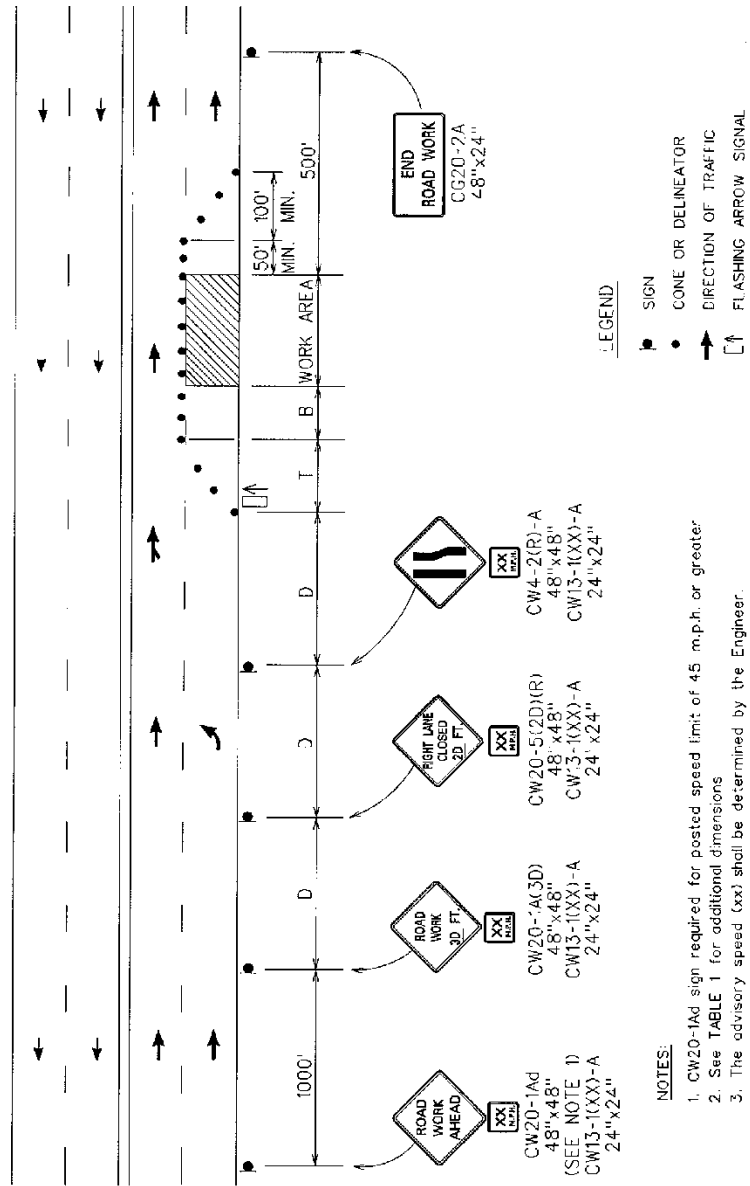
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446



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

R11/97

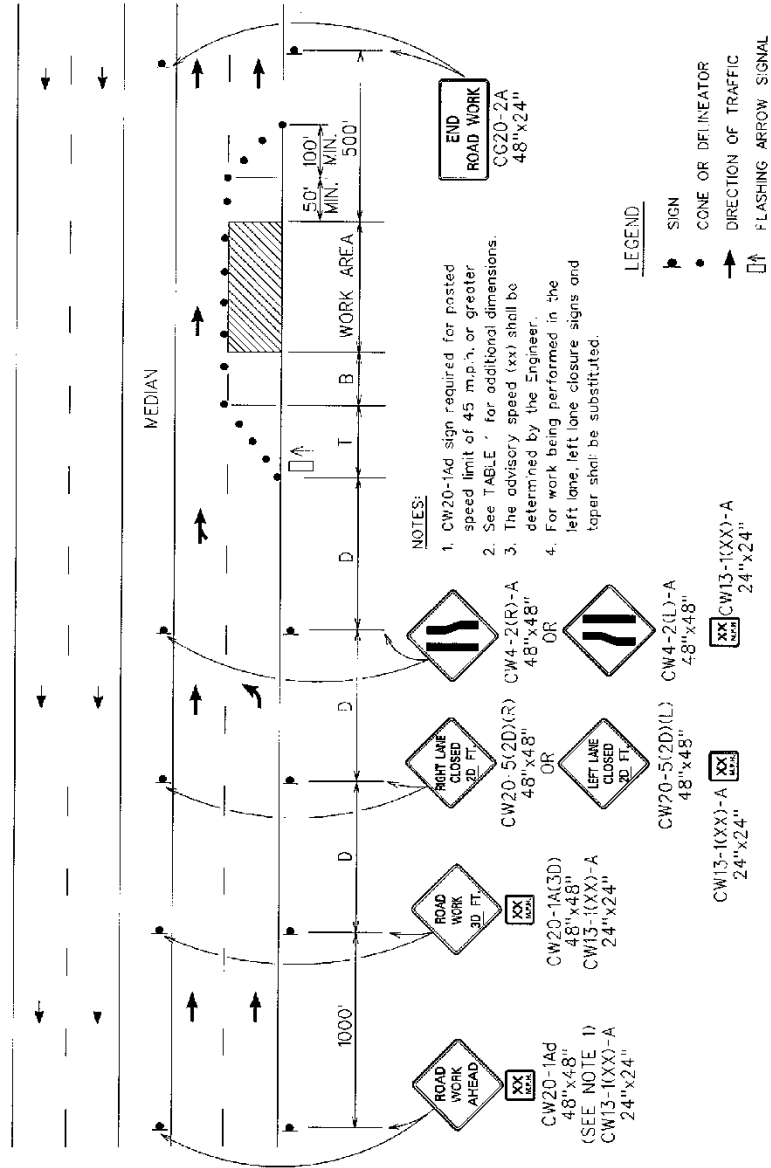
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448
449



MULTILANE UNDIVIDED HIGHWAY - RIGHT LANE CLOSED



452
453
454



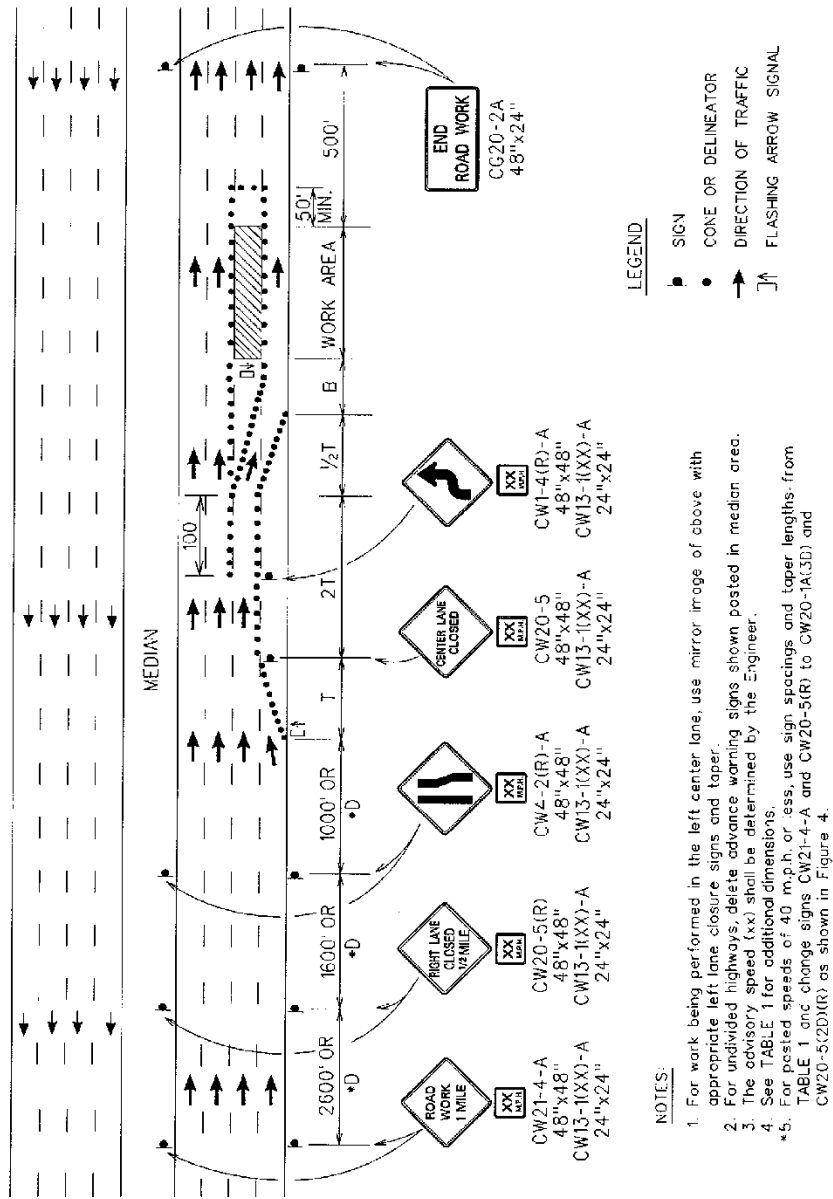
MULTILANE DIVIDED HIGHWAY - ONE LANE CLOSED

FIGURE 4 - TRAFFIC CONTROL PLAN

R10/96

455
456
457

HWY-OM-2027-39
645-16a



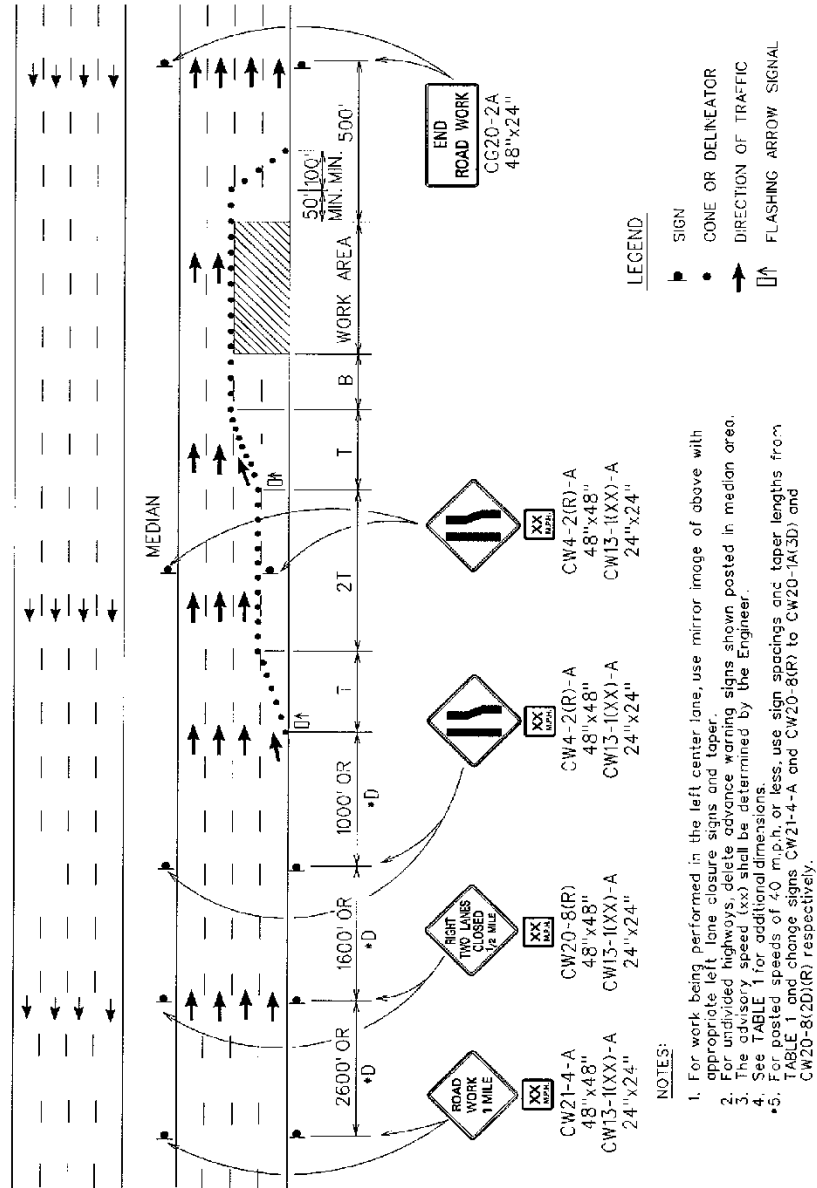
MULTILANE HIGHWAY - CENTER LANE CLOSED

FIGURE 5 - TRAFFIC CONTROL PLAN

R10/96

7/8/26

458
459
460



MULTILANE HIGHWAY - MULTIPLE LANE CLOSED

FIGURE 6 - TRAFFIC CONTROL PLAN

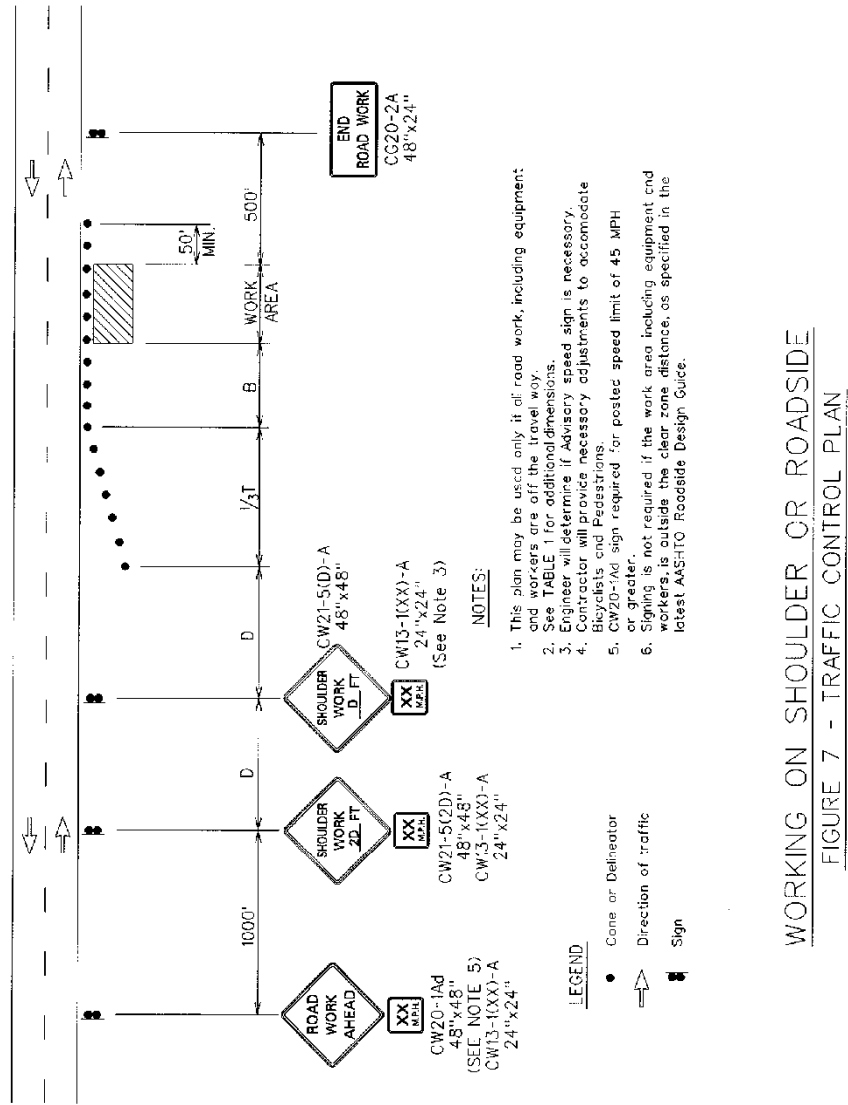
461
462
463
464
465

"

END OF SECTION 645

HWY-OM-2027-39
645-18a

7/8/26



R10/96

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

2
3 **“SECTION 671 – PROTECTION OF ENDANGERED SPECIES**

4
5 **671.01 Description.** The Endangered Species Act (ESA) listed species
6 Hawaiian hoary bat (*Lasiurus cinereus semotus*), Hawaiian petrel (*Pterodroma*
7 *sandwichensis*), Newell's shearwater (*Puffinus newelli*), band-rumped storm petrel
8 (*Hydrobates castro*), Hawaiian stilt (*Himantopus mexicanus knudseni*), Hawaiian
9 coot (*Fulica alai*), Hawaiian common gallinule (*Gallinula galeata sandvicensis*),
10 Hawaiian duck (*Anas wyvilliana*), green sea turtle (*Chelonia mydas*), and hawksbill
11 sea turtle (*Eretmochelys imbricata*) may be in or transit through the general vicinity
12 of the proposed project. The contractor shall protect these terrestrial protected
13 species throughout the construction duration.

14
15 **671.02 Materials.** None

16
17 **671.03 Construction.**

18
19 **(A) Pre-Construction and Construction Requirements.** Comply with
20 the following conditions:

21
22 **(1) General Lighting Requirements:**

23 Nightwork is authorized by the Regulatory Permits, however
24 from May through December all lights must be downward
25 facing and fully shielded so bulbs can only be seen from
26 below. All lights will be illuminated only when necessary and
27 will be turned off when human activity is not occurring in the
28 lighted area. Additionally, all construction lights will be lower
29 in height than the existing streetlight and not placed on the
30 beach. Lighting should also face mauka along roadway where
31 work is occurring and not outwards toward the ocean.

32
33 **(2) Hawaiian Hoary Bats:** No disturbance, removal, or trimming of
34 woody plants taller than 15 feet (4.6 meters) during the
35 birthing and pup rearing season (June 1 through September
36 15). Additionally, barbed wire will not be used.

37
38 **(3) Hawaiian seabirds** (Newell's shearwater, Hawaiian petrel and
39 band-rumped storm-petrel) may traverse the project area at
40 night. Nighttime construction is permitted year-round.
41 However, the following measures must be implemented
42 during seabird fledging season (September 15 through
43 December 15):

44
45 **(a)** Monitoring for downed seabirds during night work
46 will be conducted by a qualified biologist

47 experienced and knowledgeable in Hawaiian
48 seabird biology and identification. Monitoring will be
49 conducted at the places and during the hours that
50 construction night lighting is in use, and at dawn.
51 Surveys for seabirds will be conducted regardless
52 of weather conditions unless the weather is
53 dangerous to the observer and/or nightwork is
54 cancelled.

55
56 (b) Seabird monitors will be hired, trained, and geared
57 up with surveying and downed seabird rescue
58 equipment and supplies prior to September 15.

59
60 (c) At least one seabird monitor will be present every
61 night when there are work activities using nighttime
62 lighting during this three-month period.

63
64 (d) The seabird monitor will observe the nighttime
65 lighting with the unaided eye and use of binoculars
66 to observe if a seabird is circling lights or has fallen
67 to the ground. If a circling bird is observed to fall to
68 the ground, the seabird monitor will immediately
69 rescue the downed seabird if it has come down in
70 an accessible location. For personnel safety,
71 seabird monitors will have radio or cell phone
72 contact with the construction work crew supervisor
73 in the field who is overseeing nighttime work. For
74 the rescue to be done safely, the construction
75 supervisor will notify workers in the immediate area
76 of the downed seabird to stop work activities while
77 the bird is picked up.

78
79 (e) Construction workers will be briefed prior to the first
80 nighttime monitoring session during each seabird
81 fallout season of the presence of a seabird monitor
82 at the construction site, possible downed seabirds,
83 and the potential for brief work interruption (no more
84 than 5-10 minutes) for the seabird monitor to rescue
85 a downed seabird. The seabird monitor will conduct
86 a search targeted specifically at finding grounded
87 seabirds one hour prior to sunrise. The progressive,
88 seasonal change in sunrise will be adjusted for this
89 survey start time. Because all construction activities
90 will begin well after sunset, there is no need to
91 conduct sunset ground searches.
92

- (f) If work personnel see a downed seabird, they will stop working immediately in the downed seabird area and report their observation to the construction supervisor, who will notify the seabird monitor. The seabird monitor will go to the location with rescue supplies.
- (g) All downed seabirds collected, identified, and recorded will be taken to Feather and Fur in Kailua immediately or no more than 7–8 hours after grounding (i.e., if a bird is picked up early in the evening of monitoring). Care must be taken in handling any dead or injured specimens of ESA-listed species to preserve biological material in the best possible state. In conjunction with the preservation of any dead specimens, the finder has the responsibility to ensure that evidence intrinsic to determining the cause of death of the specimen is not unnecessarily disturbed.
- (h) The seabird monitor will photo document and record location of the downed seabird using smartphone technology. The seabird monitor will follow up with Feather and Fur regarding the final species identification and disposition of the bird within 48 hours of drop off of the bird.
- (i) The Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW) will be notified by telephone at (808) 973-9778 or (808) 587-0400 within 24 hours upon the discovery of an injured or dead ESA-listed seabird within the project area.
- (j) If take of listed species occurs and the carcass is recovered, the DOFAW may request that the carcass be necropsied. Otherwise, the depository designated to receive specimens that are found is the B.P. Bishop Museum, 1525 Bernice Street, Honolulu, HI, 96817 (telephone: (808) 847-3511). If the B.P. Bishop Museum does not wish to accession the carcass, contact the Service's Division of Law Enforcement in Honolulu, HI (telephone: (808) 861-8525; fax: (808) 861-8515) for instructions on disposition.

- (4) Hawaiian Waterbirds (gallinule, coot, duck, stilt) – Best Management Practices (BMPs) will be implemented to avoid the accumulation of standing and open water within and immediately adjacent to project elements, including in and around work areas and staging areas to avoid attracting waterbirds to the project area. If there are areas of the road where waterbirds are known to cross, reduced speed limits will be posted and enforced. In addition, construction personnel and contractors will be informed about the presence of endangered species on-site.

A biologist that is familiar with Hawaiian waterbird biology and identification will conduct Hawaiian waterbird nest surveys where potential habitat occurs within the vicinity of the proposed project area, prior to initiation of construction. These surveys will be repeated within three days of construction restarting and after any subsequent work delay of three or more days (during which time the birds may attempt to nest). If a nest or active brood of a listed waterbird is found during these surveys, the DLNR will be contacted within 48 hours for further guidance to determine an appropriate buffer radius around the nest. The approved buffer will be established and maintained around any active nests and/or broods until the chicks/ducklings have fledged. No potentially disruptive activities or habitat alterations may occur within the buffer.

- (5) Hawaiian sea turtles – the following measures must be adhered to year-round:

- (a) Applicable BMPs for work in and around the aquatic environments will be incorporated into the construction plans.
- (b) Modification of beaches and dune environments will not occur, and vehicles will not be used on the beach.
- (c) Native dune vegetation will not be removed.
- (d) No project activities will occur on the beach.
- (e) Applicable BMPs for work in and around the aquatic environments will be incorporated into the construction plans.
- (f) Visual monitoring of sea turtles within 100 feet of

work activities is required at least hourly. This could be conducted by individuals identified by the contractor working on the project, who will be provided with on-site training by a biologist. The biologist must be knowledgeable on Hawaiian sea turtle nesting behavior. The visual survey would be conducted from a vantage point above the beach.

(g) If a basking sea turtle is found within or near the Project Area, all mechanical or construction activities will cease within 100 ft of the animal until it voluntarily leaves the area or is assessed by a qualified biologist and DLNR is contacted to determine next steps.

(h) All project-related debris, trash, and equipment will be prevented from entering the beach or dune area. Project-related materials will not be stockpiled in the intertidal zone, on reef flats, on sandy beaches, or within stream channels.

From May 1 through December the following will be adhered to:

(i) A biologist with experience identifying sea turtle nests will survey the beach each morning at dawn. If a nest is detected, the DLNR will be contacted within 24 hours for additional guidance and protective measures.

(j) If a nest is detected during construction and if hatchlings are observed emerging at night, lights would be turned off and night work would be paused until no hatchlings are observed on the beach or in the water.

(B) Compliance Requirements. The Contractor shall protect Hawaiian hoary bats, Hawaiian seabirds, Hawaiian waterbirds, and Hawaiian sea turtles for the duration of construction. Failure to comply with the construction requirements, causing or inflicting harm or taking of an individual during the construction duration shall be enforceable by the DLNR as set forth by the Hawaii Revised Statutes Chapter 195D. Resultant penalties and/or fines shall be at the Contractor's expense without cost or liability to the State.

671.04 Measurement. The Engineer will measure the work required for the

protection of endangered species on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation and as ordered by the Engineer.

671.05 Payment. The Engineer will pay for the accepted protection of 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 Endangered Species	Force Account

An estimated amount may be allocated in the proposal schedule under 'Protection of 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."

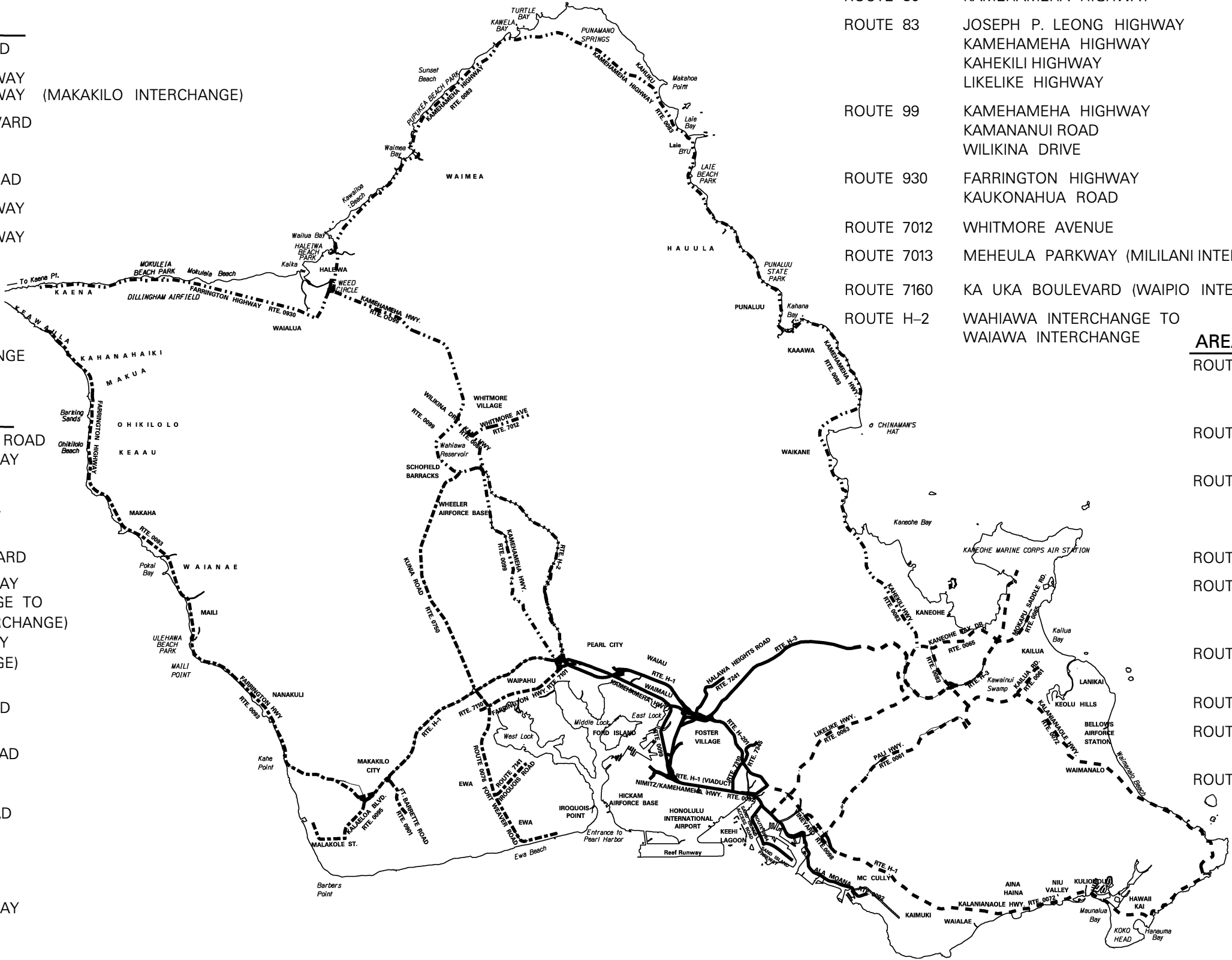
END OF SECTION 671

AREA 2 -----

ROUTE 76	FORT WEAVER ROAD
ROUTE 93	FARRINGTON HIGHWAY FARRINGTON HIGHWAY (MAKAKILO INTERCHANGE)
ROUTE 95	KALALELOA BOULEVARD
ROUTE 750	KUNIA ROAD
ROUTE 901	FORT BARRETTE ROAD
ROUTE 7101	FARRINGTON HIGHWAY
ROUTE 7110	FARRINGTON HIGHWAY
ROUTE 7141	IROQUOIS ROAD
ROUTE 7142	WAIPAHU STREET
ROUTE H-1	KALAELOA BOULEVARD TO WAIAWA INTERCHANGE

AREA 1 -----

ROUTE 64	SAND ISLAND ACESS ROAD SAND ISLAND PARKWAY
ROUTE 78	MOANALUA FREEWAY
ROUTE 92	KAM-NIMITZ HIGHWAY NIMITZ HIGHWAY ALA MOANA BOULEVARD
ROUTE 99	KAMEHAMEHA HIGHWAY (WAIAWA INTERCHANGE TO PEARL HARBOR INTERCHANGE) FARRINGTON HIGHWAY (WAIAWA INTERCHANGE)
ROUTE 7239	ULUNE STREET HALAWA VALLEY ROAD
ROUTE 7241	KAHUAPAANI STREET HALAWA HEIGHTS ROAD
ROUTE 7310	PUULOA ROAD
ROUTE 7345	JARRETTE WHITE ROAD
ROUTE 7350	BOUGAINVILLE DRIVE
ROUTE 7351	RADFORD DRIVE
ROUTE 7401	KAMEHAMEHA HIGHWAY
ROUTE 7413	LILIIA STREET
ROUTE 7415	MIDDLE STREET
ROUTE H-1	WAIAWA INTERCHANGE TO MIDDLE STREET
ROUTE H-3	HALAWA INTERCHANGE TO HALAWA PORTAL OF HARANO TUNNEL
ROUTE H201	MOANALUA FREEWAY



AREA 3 -----

ROUTE 80	KAMEHAMEHA HIGHWAY
ROUTE 83	JOSEPH P. LEONG HIGHWAY KAMEHAMEHA HIGHWAY KAHEKILI HIGHWAY LIKELIKE HIGHWAY
ROUTE 99	KAMEHAMEHA HIGHWAY KAMANANUI ROAD WILIKINA DRIVE
ROUTE 930	FARRINGTON HIGHWAY KAUKONAHUA ROAD
ROUTE 7012	WHITMORE AVENUE
ROUTE 7013	MEHEULA PARKWAY (MILILANI INTERCHANGE)
ROUTE 7160	KA UKA BOULEVARD (WAIPIO INTERCHANGE)
ROUTE H-2	WAIHAWA INTERCHANGE TO WAIAWA INTERCHANGE

AREA 4 -----

ROUTE 61	PALI HIGHWAY KALANIANAOLE HIGHWAY KAILUA ROAD
ROUTE 63	KALIHI STREET LIKELIKE HIGHWAY
ROUTE 65	KANEOHE BAY DRIVE MOKAPU SADDLE ROAD MOKAPU BOULEVARD
ROUTE 72	KALANIANAOLE HIGHWAY
ROUTE 98	VINEYARD BOULEVARD HALONA STREET OLOMEA STREET
ROUTE 7601	OLD WAIALAE ROAD (KAPIOLANI INTERCHANGE)
ROUTE 7801	WAIALAE AVENUE
ROUTE H-1	MIDDLE STREET TO AINAKOA AVENUE
ROUTE H-3	HAIKU PORTAL OF HARANO TUNNEL TO KANEOHE MARINE CORP BASE

ISLAND OF OAHU

Note: There are numerous side streets with or without route numbers along State highways where State Jurisdiction extends various distances into side streets.
This map does not show all Hawaii Department of Transportation Jurisdiction as stated in Section 110.03 – Areas of Coverage.

HWY-OM-2027-39
FIGURE 1

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

WORK ORDER FORM

Tracking Number:

Time:

Date:

Name:

Company Name

Address:

City:

Zip Code:

Phone

Home:

Business:

Area:

Route:

Loc.:

Remarks:

Route Name:

Call Rec. By:

Ref. To:

Act. taken:

Comp. date:

Sign:

Ref. W/O:

Tort:

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

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: FENCING REPAIRS AT VARIOUS LOCATIONS
ISLAND OF OAHU**

PROJECT NO.: HWY-OM-2027-39

CONTRACT PERIOD: TWENTY-FOUR (24) MONTHS from the date indicated in the Notice to Proceed from the Department with the option to extend for three (3) additional twelve (12) month periods upon mutual agreement.

DESIGN PROJECT MANAGER:

**NAME: Jennifer Russell
ADDRESS: 601 Kamokila Boulevard, Room 609
Kapolei, Hawaii 96707
PHONE NO.: (808) 692-7572
EMAIL: jennifer.t.russell@hawaii.gov**

ELECTRONIC SUBMITTAL:

Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. See SPECIAL PROVISIONS 102.09 DELIVERY OF PROPOSALS for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.
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: the Hawaii Standard Specifications for Road and Bridge Construction dated 2005, the Notice to Bidders, the Special Provisions, if any, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ .
(Fill in other acceptable security.)

The undersigned bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as bidder has listed the name of each person or firm, who will be engaged by the bidder on the project as Joint Contractor or Subcontractor and the nature of work to be done by each. **The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor.** For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

<u>Name of Subcontractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

<u>Name of Joint Contractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____

NOTES:

"None" or if left blank indicates no Subcontractor or Joint Contractor.

If more space is needed, attach additional sheets.

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone

Email

Date

Contact Person (If different from above)

Phone: _____ Email: _____

NOTE:

If bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

PREFERENCES FOR AREA 1

Bidders acknowledge that while preferences are considered in the evaluation of bids, the award of the contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII BIDDER PREFERENCE

In accordance with HRS §103D-302, the Hawaii bidder preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a completed *Hawaii Bidder/Offeror Preference Certification Form* (Form SPO-081) at or before the time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

☐ **Yes, the Bidder elects to receive the Hawaii Bidder Preference and has included the Form SPO-081 with the bid.**

B. APPRENTICESHIP AGREEMENT PREFERENCE

In accordance with HRS §103-55.6, the estimated value of this public works contract is \$250,000 or more and the apprenticeship agreement preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a complete, valid CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1) **for each apprenticeable trade** the Bidder will employ on the project.

☐ **Yes, the Bidder elects to receive the Apprenticeship Agreement Preference and has attached Certification Form(s) 1 for each apprenticeable trade the Bidder will employ for this project (excluding subcontractors).**

By submission of this offer, the Bidder certifies that it has indicated **all apprenticeable trades that Bidder will employ** for this project (excluding subcontractors) by listing the applicable trades below:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Attach additional sheet if necessary.)

Form 1 Required. Failure to submit a valid Form 1 with the bid for every apprenticeable trade that Bidder will employ on the project will result in the preference being denied, regardless of whether the trade is listed above. If a Form 1 is submitted for a trade that is not listed above, the Form 1 will take

precedence over the listing and may be used to qualify Bidder for the preference.

Form 2 Required. If awarded the contract with the Apprenticeship Agreement Preference applied, then for the duration of the contract, the Bidder **shall** certify each month that work is being conducted on the project that the Contractor continues to be a participant in the relevant apprenticeship program for each trade it employs. Monthly certification shall be made on the Certification Form 2 and submitted to the HDOT.

Failure to comply with the requirements of the Apprenticeship Agreement Preference program will subject the Contractor to sanctions pursuant to HRS §103-55.6.

C. HAWAII PRODUCTS PREFERENCE

Hawaii Products Preference shall not apply to this solicitation.

D. RECYCLED PRODUCT PREFERENCE

Recycled Product Preference shall not apply to this solicitation.



STATE OF HAWAII
Hawaii Bidder/Offeror
Preference Certification Form
(As Defined in HRS103D-1001)
AREA 1

I, _____, _____ of
(Authorized Officer's Name) (Office or Position Held)

_____, certify the following:
(Name of Bidder/Offeror)

- (1) That the Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii at the following address:

and that the above-named office was opened on the following date: _____,

and has been staffed by the Bidder/Offeror or an employee of the Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals;

- (2) That the bid or proposal in response to IFB/RFP No. _____, is submitted under the name under which the Bidder/Offeror is authorized to do business in the State;
- (3) That not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed within the State; and
- (4) If the Bidder/Offeror is a joint venture, the Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs (1), (2), and (3).

I certify under penalty of perjury that the above statements are true. I agree to maintain the above qualifications throughout contract performance; any changes in eligibility shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB. I acknowledge that failure to maintain the above qualifications triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

Signature of Authorized Officer

Print Name and Title

Date

PROPOSAL SCHEDULE – AREA 1

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
607.1000	Fence Fabric, 6-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.1001	Fence Fabric, 5-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.1002	Fence Fabric, 4-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.1010	Line Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.1011	Line Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.1012	Line Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.1020	End Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.1021	End Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.1022	End Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.1030	Corner Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.1031	Corner Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.1032	Corner Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.1040	Pull Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.1041	Pull Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE – AREA 1

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
607.1042	Pull Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.1050	Gate Post, 6-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.1051	Gate Post, 5-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.1052	Gate Post, 4-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.1060	Line Post, 6-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.1061	Line Post, 5-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.1062	Line Post, 4-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.1100	Top Rail	5	EA	\$ _____	\$ _____
607.1101	Remove Top Rail	5	EA	\$ _____	\$ _____
607.1200	Gate, 4-Feet Wide or Less	1	EA	\$ _____	\$ _____
607.1201	Gate, 4-Feet to 6-Feet Wide	1	EA	\$ _____	\$ _____
607.1203	Gate, Double Gates	1	EA	\$ _____	\$ _____
621.1000	Invasive Species Management	FA	FA	FA	\$10,000.00
645.1000	Electronic Message Board	5	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE – AREA 1

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
671.1000	Protection of Endangered Species	F.A.	F.A.	F.A.	\$50,000.00

Total Amount for Comparison of Bids – AREA 1 \$ _____

NOTE: Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.

PREFERENCES FOR AREA 2

Bidders acknowledge that while preferences are considered in the evaluation of bids, the award of the contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII BIDDER PREFERENCE

In accordance with HRS §103D-302, the Hawaii bidder preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a completed *Hawaii Bidder/Offeror Preference Certification Form* (Form SPO-081) at or before the time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

() Yes, the Bidder elects to receive the Hawaii Bidder Preference and has included the Form SPO-081 with the bid.

B. APPRENTICESHIP AGREEMENT PREFERENCE

In accordance with HRS §103-55.6, the estimated value of this public works contract is \$250,000 or more and the apprenticeship agreement preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a complete, valid CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1) **for each apprenticeable trade** the Bidder will employ on the project.

() Yes, the Bidder elects to receive the Apprenticeship Agreement Preference and has attached Certification Form(s) 1 for each apprenticeable trade the Bidder will employ for this project (excluding subcontractors).

By submission of this offer, the Bidder certifies that it has indicated **all apprenticeable trades that Bidder will employ** for this project (excluding subcontractors) by listing the applicable trades below:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Attach additional sheet if necessary.)

Form 1 Required. Failure to submit a valid Form 1 with the bid for every apprenticeable trade that Bidder will employ on the project will result in the preference being denied, regardless of whether the trade is listed above. If a Form 1 is submitted for a trade that is not listed above, the Form 1 will take

precedence over the listing and may be used to qualify Bidder for the preference.

Form 2 Required. If awarded the contract with the Apprenticeship Agreement Preference applied, then for the duration of the contract, the Bidder **shall** certify each month that work is being conducted on the project that the Contractor continues to be a participant in the relevant apprenticeship program for each trade it employs. Monthly certification shall be made on the Certification Form 2 and submitted to the HDOT.

Failure to comply with the requirements of the Apprenticeship Agreement Preference program will subject the Contractor to sanctions pursuant to HRS §103-55.6.

C. HAWAII PRODUCTS PREFERENCE

Hawaii Products Preference shall not apply to this solicitation.

D. RECYCLED PRODUCT PREFERENCE

Recycled Product Preference shall not apply to this solicitation.



STATE OF HAWAII
Hawaii Bidder/Offeror
Preference Certification Form
(As Defined in HRS103D-1001)
AREA 2

I, _____, _____ of
(Authorized Officer's Name) (Office or Position Held)

_____, certify the following:
(Name of Bidder/Offeror)

- (1) That the Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii at the following address:

and that the above-named office was opened on the following date: _____,

and has been staffed by the Bidder/Offeror or an employee of the Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals;

- (2) That the bid or proposal in response to IFB/RFP No. _____, is submitted under the name under which the Bidder/Offeror is authorized to do business in the State;
- (3) That not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed within the State; and
- (4) If the Bidder/Offeror is a joint venture, the Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs (1), (2), and (3).

I certify under penalty of perjury that the above statements are true. I agree to maintain the above qualifications throughout contract performance; any changes in eligibility shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB. I acknowledge that failure to maintain the above qualifications triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

Signature of Authorized Officer

Print Name and Title

Date

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
607.2000	Fence Fabric, 6-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.2001	Fence Fabric, 5-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.2002	Fence Fabric, 4-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.2010	Line Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.2011	Line Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.2012	Line Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.2020	End Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.2021	End Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.2022	End Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.2030	Corner Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.2031	Corner Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.2032	Corner Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.2040	Pull Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.2041	Pull Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE – AREA 2

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
607.2042	Pull Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.2050	Gate Post, 6-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.2051	Gate Post, 5-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.2052	Gate Post, 4-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.2060	Line Post, 6-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.2061	Line Post, 5-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.2062	Line Post, 4-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.2100	Top Rail	5	EA	\$ _____	\$ _____
607.2101	Remove Top Rail	5	EA	\$ _____	\$ _____
607.2200	Gate, 4-Feet Wide or Less	1	EA	\$ _____	\$ _____
607.2201	Gate, 4-Feet to 6-Feet Wide	1	EA	\$ _____	\$ _____
607.2203	Gate, Double Gates	1	EA	\$ _____	\$ _____
621.2000	Invasive Species Management	FA	FA	FA	\$10,000.00
645.2000	Electronic Message Board	5	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
671.2000	Protection of Endangered Species	F.A.	F.A.	F.A.	\$50,000.00
Total Amount for Comparison of Bids – AREA 2..... \$ _____ NOTE: Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.					

PREFERENCES FOR AREA 3

Bidders acknowledge that while preferences are considered in the evaluation of bids, the award of the contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII BIDDER PREFERENCE

In accordance with HRS §103D-302, the Hawaii bidder preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a completed *Hawaii Bidder/Offeror Preference Certification Form* (Form SPO-081) at or before the time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

() Yes, the Bidder elects to receive the Hawaii Bidder Preference and has included the Form SPO-081 with the bid.

B. APPRENTICESHIP AGREEMENT PREFERENCE

In accordance with HRS §103-55.6, the estimated value of this public works contract is \$250,000 or more and the apprenticeship agreement preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a complete, valid CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1) **for each apprenticeable trade** the Bidder will employ on the project.

() Yes, the Bidder elects to receive the Apprenticeship Agreement Preference and has attached Certification Form(s) 1 for each apprenticeable trade the Bidder will employ for this project (excluding subcontractors).

By submission of this offer, the Bidder certifies that it has indicated **all apprenticeable trades that Bidder will employ** for this project (excluding subcontractors) by listing the applicable trades below:

(Attach additional sheet if necessary.)

Form 1 Required. Failure to submit a valid Form 1 with the bid for every apprenticeable trade that Bidder will employ on the project will result in the preference being denied, regardless of whether the trade is listed above. If a Form 1 is submitted for a trade that is not listed above, the Form 1 will take

precedence over the listing and may be used to qualify Bidder for the preference.

Form 2 Required. If awarded the contract with the Apprenticeship Agreement Preference applied, then for the duration of the contract, the Bidder **shall** certify each month that work is being conducted on the project that the Contractor continues to be a participant in the relevant apprenticeship program for each trade it employs. Monthly certification shall be made on the Certification Form 2 and submitted to the HDOT.

Failure to comply with the requirements of the Apprenticeship Agreement Preference program will subject the Contractor to sanctions pursuant to HRS §103-55.6.

C. HAWAII PRODUCTS PREFERENCE

Hawaii Products Preference shall not apply to this solicitation.

D. RECYCLED PRODUCT PREFERENCE

Recycled Product Preference shall not apply to this solicitation.



STATE OF HAWAII
Hawaii Bidder/Offeror
Preference Certification Form
(As Defined in HRS103D-1001)
AREA 3

I, _____, _____ of
(Authorized Officer's Name) (Office or Position Held)

_____, certify the following:
(Name of Bidder/Offeror)

- (1) That the Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii at the following address:

and that the above-named office was opened on the following date: _____,

and has been staffed by the Bidder/Offeror or an employee of the Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals;

- (2) That the bid or proposal in response to IFB/RFP No. _____, is submitted under the name under which the Bidder/Offeror is authorized to do business in the State;
- (3) That not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed within the State; and
- (4) If the Bidder/Offeror is a joint venture, the Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs (1), (2), and (3).

I certify under penalty of perjury that the above statements are true. I agree to maintain the above qualifications throughout contract performance; any changes in eligibility shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB. I acknowledge that failure to maintain the above qualifications triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

Signature of Authorized Officer

Print Name and Title

Date

PROPOSAL SCHEDULE – AREA 3

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
607.3000	Fence Fabric, 6-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.3001	Fence Fabric, 5-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.3002	Fence Fabric, 4-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.3010	Line Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.3011	Line Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.3012	Line Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.3020	End Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.3021	End Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.3022	End Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.3030	Corner Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.3031	Corner Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.3032	Corner Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.3040	Pull Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.3041	Pull Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE – AREA 3

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
607.3042	Pull Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.3050	Gate Post, 6-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.3051	Gate Post, 5-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.3052	Gate Post, 4-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.3060	Line Post, 6-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.3061	Line Post, 5-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.3062	Line Post, 4-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.3100	Top Rail	5	EA	\$ _____	\$ _____
607.3101	Remove Top Rail	5	EA	\$ _____	\$ _____
607.3200	Gate, 4-Feet Wide or Less	1	EA	\$ _____	\$ _____
607.3201	Gate, 4-Feet to 6-Feet Wide	1	EA	\$ _____	\$ _____
607.3203	Gate, Double Gates	1	EA	\$ _____	\$ _____
621.3000	Invasive Species Management	FA	FA	FA	\$10,000.00
645.3000	Electronic Message Board	5	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
671.3000	Protection of Endangered Species	F.A.	F.A.	F.A.	\$50,000.00
Total Amount for Comparison of Bids – AREA 3..... \$ _____ NOTE: Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.					

PREFERENCES FOR AREA 4

Bidders acknowledge that while preferences are considered in the evaluation of bids, the award of the contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII BIDDER PREFERENCE

In accordance with HRS §103D-302, the Hawaii bidder preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a completed *Hawaii Bidder/Offeror Preference Certification Form* (Form SPO-081) at or before the time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

() Yes, the Bidder elects to receive the Hawaii Bidder Preference and has included the Form SPO-081 with the bid.

B. APPRENTICESHIP AGREEMENT PREFERENCE

In accordance with HRS §103-55.6, the estimated value of this public works contract is \$250,000 or more and the apprenticeship agreement preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a complete, valid CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1) **for each apprenticeable trade** the Bidder will employ on the project.

() Yes, the Bidder elects to receive the Apprenticeship Agreement Preference and has attached Certification Form(s) 1 for each apprenticeable trade the Bidder will employ for this project (excluding subcontractors).

By submission of this offer, the Bidder certifies that it has indicated **all apprenticeable trades that Bidder will employ** for this project (excluding subcontractors) by listing the applicable trades below:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Attach additional sheet if necessary.)

Form 1 Required. Failure to submit a valid Form 1 with the bid for every apprenticeable trade that Bidder will employ on the project will result in the preference being denied, regardless of whether the trade is listed above. If a Form 1 is submitted for a trade that is not listed above, the Form 1 will take

precedence over the listing and may be used to qualify Bidder for the preference.

Form 2 Required. If awarded the contract with the Apprenticeship Agreement Preference applied, then for the duration of the contract, the Bidder **shall** certify each month that work is being conducted on the project that the Contractor continues to be a participant in the relevant apprenticeship program for each trade it employs. Monthly certification shall be made on the Certification Form 2 and submitted to the HDOT.

Failure to comply with the requirements of the Apprenticeship Agreement Preference program will subject the Contractor to sanctions pursuant to HRS §103-55.6.

C. HAWAII PRODUCTS PREFERENCE

Hawaii Products Preference shall not apply to this solicitation.

D. RECYCLED PRODUCT PREFERENCE

Recycled Product Preference shall not apply to this solicitation.



STATE OF HAWAII
Hawaii Bidder/Offeror
Preference Certification Form
(As Defined in HRS103D-1001)
AREA 4

I, _____, _____ of
(Authorized Officer's Name) (Office or Position Held)

_____, certify the following:
(Name of Bidder/Offeror)

- (1) That the Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii at the following address:

and that the above-named office was opened on the following date: _____,

and has been staffed by the Bidder/Offeror or an employee of the Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals;

- (2) That the bid or proposal in response to IFB/RFP No. _____, is submitted under the name under which the Bidder/Offeror is authorized to do business in the State;
- (3) That not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed within the State; and
- (4) If the Bidder/Offeror is a joint venture, the Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs (1), (2), and (3).

I certify under penalty of perjury that the above statements are true. I agree to maintain the above qualifications throughout contract performance; any changes in eligibility shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB. I acknowledge that failure to maintain the above qualifications triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

Signature of Authorized Officer

Print Name and Title

Date

PROPOSAL SCHEDULE – AREA 4

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
607.4000	Fence Fabric, 6-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.4001	Fence Fabric, 5-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.4002	Fence Fabric, 4-Feet High Fence	50	L.F.	\$ _____	\$ _____
607.4010	Line Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.4011	Line Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.4012	Line Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.4020	End Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.4021	End Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.4022	End Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.4030	Corner Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.4031	Corner Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.4032	Corner Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.4040	Pull Post, 6-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.4041	Pull Post, 5-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE – AREA 4

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
607.4042	Pull Post, 4-Feet High Fence w/ 3-Feet Embedment	5	EA	\$ _____	\$ _____
607.4050	Gate Post, 6-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.4051	Gate Post, 5-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.4052	Gate Post, 4-Feet High Fence w/ 3-Feet Embedment	4	EA	\$ _____	\$ _____
607.4060	Line Post, 6-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.4061	Line Post, 5-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.4062	Line Post, 4-Feet High Fence, Driven	5	EA	\$ _____	\$ _____
607.4100	Top Rail	5	EA	\$ _____	\$ _____
607.4101	Remove Top Rail	5	EA	\$ _____	\$ _____
607.4200	Gate, 4-Feet Wide or Less	1	EA	\$ _____	\$ _____
607.4201	Gate, 4-Feet to 6-Feet Wide	1	EA	\$ _____	\$ _____
607.4203	Gate, Double Gates	1	EA	\$ _____	\$ _____
621.4000	Invasive Species Management	FA	FA	FA	\$10,000.00
645.4000	Electronic Message Board	5	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
671.4000	Protection of Endangered Species	F.A.	F.A.	F.A.	\$50,000.00
Total Amount for Comparison of Bids – AREA 4..... \$ _____ NOTE: Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.					

PROPOSAL SCHEDULE – SUMMARY	
	AMOUNT
TOTAL AMOUNT FOR COMPARISON OF BIDS – AREA 1	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS – AREA 2	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS – AREA 3	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS – AREA 4	\$ _____

1 **PROPOSAL SCHEDULE**

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

4
5 The bidder is directed to Section 717 – Cullet and Cullet-Made Materials
6 regarding recycling of waste glass.
7

8 For each area, the “Total Amount for Comparison of Bids” shall be used to
9 determine the lowest responsible bidder for that area.
10

11 Notes:

- 12
- 13 1. Bids shall include all Federal, State, County and other applicable taxes and
14 fees.
15
 - 16 2. Bidders shall complete all unit prices and amounts. Failure to do so shall
17 be grounds for rejection of bid.
18
 - 19 3. If a discrepancy occurs between unit bid price and the bid price, the unit bid
20 price shall govern.
21

- 22 4. **Bidders shall submit and upload the complete proposal to HlePRO**
23 **prior to the bid opening date and time. Proposals received after said**
24 **due date and time shall not be considered. Any additional support**
25 **documents explicitly designated as confidential and/or proprietary**
26 **shall be uploaded as a separate file to HlePRO. Bidders shall not**
27 **include confidential and/or proprietary documents with the proposal.**
28 **The record of each bidder and respective bid shall be open to public**
29 **inspection. Original (wet ink, hard copy) proposal documents are not**
30 **required to be submitted. Contract award shall be based on evaluation**
31 **of proposals submitted and uploaded to HlePRO.**
32 **FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO**
33 **SHALL BE GROUNDS FOR REJECTION OF THE BID.**
34

35 If there is a conflict between the specification document and the HlePRO
36 solicitation, the specifications shall govern and control, unless otherwise
37 specified.
38

- 39 5. Bid prices are for travel time, mileage, and furnishing all labor, tools, traffic
40 controls, all applicable taxes, fees, and equipment necessary for all work
41 shown and called for in accordance with the true intent and meaning of the
42 specifications.
43
- 44 6. Bidder may bid on any or all areas. To be considered, bidder shall submit
45 a bid for all items within an area. Separate contracts will be awarded for
46 each area, but if a bidder is determined the lowest bidder for multiple areas,
47 one combined contract will be awarded.

- 48
- 49 7. Any contract which is awarded shall be an open-ended contract since the
- 50 exact value of work to be performed during the contract period cannot be
- 51 determined beforehand. The unit price for each item of work on any
- 52 particular work order shall be that which corresponds to the quantity of work
- 53 for that item actually performed for each work order.
- 54
- 55 8. The sum of all work and materials required to perform the required repairs
- 56 are issued on a "single work order". A single work order shall be a work
- 57 order submitted by the Contractor for work that can be performed by the
- 58 Contractor without relocating a distance of more than 3,000 feet between
- 59 any two adjacent repair locations.
- 60
- 61 9. The quantities on the proposal schedule are for bidding purposes only, and
- 62 this is no guarantee of the quantity of work that will be issued.
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SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____

(full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

(name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

(required amount of bid security)

Dollars(\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for

(project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____

Name of Principal (Offeror) (Seal)

Signature

Print Name and Title

Name of Surety (Seal)

Signature

Print Name and Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

FORMS

Contents

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Chapter 104 Compliance Certificate

Certification of Compliance for Employment of State Residents

CONTRACT

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

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for "«PROJECT_NAME_AND_NO»", or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»----DOLLARS (\$«BASIC_NUMERIC») as follows:

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

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT_NO_ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING_DAYS» from the date indicated in the Notice to Proceed from the State subject, however, to such extensions as may be provided for in writing under the specifications.

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

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA_NUMERIC») is hereby provided for extra work.

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

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

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

(Seal)

Signature

Print name

Print Title

Date

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

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the 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 Obligee for the following Project: _____

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

NOW THEREFORE,

The Condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____,
_____.

(Seal) _____
Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

_____,
(Name and Street Address of Bonding Company)

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

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

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

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

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

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

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

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto _____
(State/County entity)
its successors and assigns, as Obligee, hereinafter called Obligee, in the amount
_____ DOLLARS (\$ _____),
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- ☐ **Legal Tender;**
- ☐ **Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____
- ☐ **Certificate of Deposit, No.** _____, dated _____
issued by _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ **Cashier's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ **Teller's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ **Treasurer's Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ **Official Check No.** _____, dated _____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ **Certified Check No.** _____, dated _____
accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____
entered into a contract with 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

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
 - A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
 - B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this _____ day of _____, 20__.

«CONTRACTOR»

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____
Notary signature _____
Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit
Doc. Description: _____

Notary signature _____
Date _____

PROVISIONS TO BE INCLUDED IN CONSTRUCTION PROCUREMENT SOLICITATIONS

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
 - a. "Contract" means contracts for construction under 103D, HRS.
 - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
 - c. "Construction" has the same meaning as in Section 103D-104, HRS.
 - d. "General Contractor" means any person having a construction contract with a governmental body.
 - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
 - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
 - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
 - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
 - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
 - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011—Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and

(Name of Contractor or Subcontractor Company)

for the Project Contract indicated above, _____ was in

(Name of Contractor or Subcontractor Company)

compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

☐ I am an officer of the **Contractor** for this contract.

☐ I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
_____ day of _____, 2011.

Doc. Date: _____ # of Pages _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Notary Signature

Date

NOTARY CERTIFICATION