



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS
PROPOSAL, CONTRACT,
BOND AND PLANS

FOR

PAHOA-KALAPANA ROAD

2018 KILAUEA ERUPTION

PERMANENT REPAIRS

FEDERAL-AID PROJECT NO. ER-21(005)

DISTRICT OF PUNA

ISLAND OF HAWAII

FY 2021

TABLE OF CONTENTS

Notice To Bidders

Instructions for Contractor’s Licensing

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

Disadvantaged Business Enterprise (DBE) Requirements

Required Federal-Aid Contract Provisions

Special Provisions Title Page

Special Provisions:

DIVISION 100 - GENERAL PROVISIONS		
Section	Description	Pages
101	Terms, Abbreviations, and Definitions	101-1a – 101-13a
102	Bidding Requirements and Conditions	102-1a – 102-7a
103	Award and Execution of Contract	103-1a – 103-5a
104	Scope of Work	104-1a – 104-2a
105	Control of Work	105-1a – 105-3a
106	Material Restrictions and Requirements	106-1a
107	Legal Relations and Responsibility to Public	107-1a – 107-3a
108	Prosecution and Progress	108-1a – 108-25a
109	Measurement and Payment	109-1a – 109-2a

DIVISION 200 - EARTHWORK		
Section	Description	Pages
209	Temporary Water Pollution, Dust, and Erosion Control	209-1a – 209-29a

DIVISION 300 - BASES		
Section	Description	Pages
301	Hot Mix Asphalt Base Course	301-1a - 301-4a

DIVISION 400 - PAVEMENTS		
Section	Description	Pages
401	Hot Mix Asphalt Pavement	401-1a – 401-38a
407	Tack Coat	407-1a
412	Paving Fabric	412-1a
415	Cold Planing of Existing Pavement	415-1a

DIVISION 500 - STRUCTURES		
Section	Description	Pages
503	Concrete Structures	503-1a

DIVISION 600 - INCIDENTAL CONSTRUCTION		
Section	Description	Pages
606	Guardrail	606-1a
629	Pavement Markings	629-1a – 629-3a
632	Markers	632-1a
636	E-Construction	636-1a – 636-3a
671	Protection of Endangered Species	671-1a – 671-5a
699	Mobilization	699-1a

DIVISION 700 – MATERIALS		
Section	Description	Pages
702	Bituminous Materials	702 -1a
703	Aggregates	703-1a
750	Traffic Control Sign and Marker Materials	750-1a – 750-2a
755	Pavement Marking Materials	755-1a

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

Federal Wage Rates

Proposal Title Page

ProposalP-1 – P-7
Proposal ScheduleP-8 - P- 10

Disadvantaged Business Enterprise (DBE) Contract Goal Verification and Good Faith Efforts (GFE) Documentation For Construction

Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Trucking Company

Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier

Surety Bid Bond

Sample Forms

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Disclosure of Lobbying Activities
Standard Form - LLL and LLL-A

Statement of Compliance
Form WH-348

Chapter 104, HRS Compliance Certificate

END OF TABLE OF CONTENTS

NOTICE TO BIDDERS
(Chapter 103D, HRS)

The receiving of SEALED BIDS for PAHOA -KALAPANA ROAD, 2018 KILAUEA ERUPTION PERMANENT REPAIRS, FEDERAL-AID PROJECT NO. ER-21(005), DISTRICT OF PUNA, ISLAND OF HAWAII, will begin as advertised on September 29, 2021, in HiePRO. Bidders are to register and submit bids through HiePro only. See the following HiePRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>. Deadline to submit bids is **Thursday, November 4, 2021, 2:00 p.m. Hawaii Standard Time (HST)**. Bids received after said due date and time shall not be considered.

The scope of work for this project includes paving roadway and shoulders, installing guardrails and end treatments, and pavement markings. The estimated cost of construction is between \$1,370,000.00 and \$1,877,000.00.

To be eligible for award, bidders must possess a valid State of Hawaii, General Engineering "A" license prior to the award of the contract.

A pre-bid conference is scheduled for October 20, 2021, at 10:00 a.m. HST on Microsoft Teams. All prospective bidders or their representatives (employees) are encouraged to attend, but attendance is not mandatory. **Due to the impacts of COVID 19, the pre-bid meeting will be conducted virtually. Questions applicable to the Project Specifications should be submitted to the Project Manager no later than two days prior to the scheduled date of the pre-bid meeting.**

Contact Julann Sonomura, Project Manager, by phone, at (808) 933-8866, by fax at (808) 933-8869 or email at julann.m.sonomura@hawaii.gov to obtain the venue for the pre-bid meeting.

ALL Requests for Information shall be received in writing via HiePRO no less than 14 calendar days before bid opening. Questions received after the deadline will not be addressed.

Verbal requests for information will not receive a response. Anything said at the conference is for clarification purposes and any changes to the bid documents will be made by addendum and posted in HiePRO.

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

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-355, HRS, 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 the legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

The U.S. Department of Transportation Regulation entitled "Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation," Title 49, Code of Federal Regulations (CFR), Part 21 is applicable to this project. Bidders are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin or sex (as directed by 23 CFR Part 200).

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

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

Bidders are directed to read and be familiar with the DBE Requirements for Federal-Aid Projects regarding DBE, which establishes the program requirements pursuant to Title 49 Code of Federal Regulations Part 26 and, particularly, the requirements of certification, method of award, and evidence of good faith. All Bidders must e-mail the Engineer at julann.m.sonomura@hawaii.gov, the DBE Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction, DBE Confirmation and Commitment Agreement – Trucking Company and DBE Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier by **November 9, 2021, 2:00 p.m. HST**. Failure to provide these documents shall be cause for bid/proposal rejection.

Driving While Impaired (DWI) Education. HDOT encourages all organizations contracted with the DOT 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 Julann Sonomura, Project Manager, by phone at (808) 933-8866, by fax at (808) 933-8869 or email at julann.m.sonomura@hawaii.gov.

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



JADE T. BUTAY
Director of Transportation

Posted: 9/29/21

INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

I. GENERAL

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

II. POLICY

It is the policy of the U.S. Department of Transportation ("USDOT") and the State of Hawaii, Department of Transportation and its political subdivisions ("Department") that Disadvantaged Business Enterprises ("DBE"), as defined in the DBE Regulations, have an equal opportunity to receive and participate in federally assisted contracts.

III. DBE ASSURANCES

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

"The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate which may include, but is not limited to; 1) withholding monthly progress payments; 2) assessing sanctions; 3) liquidated damages; and/or 4) disqualifying the contractor from future bidding as non-responsible."

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

IV. BIDDER/OFFEROR RESPONSIBILITIES

All bidders/offerors are required to register with the Department's Office of Civil Rights (OCR), DBE Section, using the Bidder Registration Form, which can be downloaded from the Department's website at <http://hidot.hawaii.gov/administration/ocr/dbe/dbe-program-forms/>. Certified DBEs are considered registered with the Department and are not required to submit a Bidder Registration Form. All other bidders/offerors are required to complete this form which may be faxed to (808) 831-7944, e-mailed to:

HDOT-DBE@hawaii.gov, or mailed to the HDOT DBE Section at 200 Rodgers Boulevard, Honolulu, Hawaii 96819. Registered bidders/offerors are posted on the website listed above.

Bidders/offerors, subcontractors, manufacturers, vendors or suppliers, and trucking companies shall fully inform themselves with respect to the requirements of the DBE Regulations. Particular attention is directed to the following matters:

- A. Bidders/offerors shall take all necessary steps to ensure that DBEs have an opportunity to participate in this contract.
- B. DBEs may participate as a consultant, prime contractor, subcontractor, trucking company, or vendor of materials or supplies. DBEs may also team with other DBE or non-DBE firms as part of a joint venture or partnership.
- C. Agreements between a bidder/offeror and a DBE in which a DBE promises not to provide subcontracting quotations to other bidders/offerors are strictly prohibited.
- D. A DBE shall be certified by the Department under the appropriate North American Industry Classification System (NAICS) code and work in their registered field of work in order for credit to be allowed.
- E. Information regarding the current certification status of DBEs is available on the Internet at <https://hidot.hawaii.gov/administration/ocr/dbe/>.
- F. Commercially Useful Function (“CUF”). A DBE must perform a CUF. This means that a DBE must be responsible for the execution of a distinct element of the work, must carry out its responsibility by actually performing, managing, and supervising at least 30% of the work involved by using its own employees and equipment, must negotiate price, determine quality and quantity, order and install material (when applicable), and must pay for the material itself.¹

To determine whether a DBE is performing a CUF, the Department must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, the DBE credit claimed for performance of the work, and other relevant factors. The prime contractor is responsible to ensure that the DBE performs a CUF.

V. PROPOSAL REQUIREMENTS

- A. DBEs must be certified by the bid opening date.

¹ The use of joint checks payable to a DBE subcontractor and supplier may be allowed to purchase materials and supplies under limited circumstances. See VIII USE OF JOINT CHECKS UNDER THE DBE PROGRAM

B. DBE subcontractors, manufacturers, suppliers, trucking companies and any second tier subcontractors shall be listed on the respective DBE forms as specified below in order to receive credit.

C. The following forms are due **five (5) days after bid opening:**²

1. DBE Confirmation and Commitment Agreement. This form must be **signed by the bidder/offeror and each DBE** subcontractor, manufacturer, supplier, or trucking company and submitted to the State Project Manager. Information to be provided on the form shall include, among other things, the project number, the DBE's NAICS codes, description of work, bid items with corresponding price information, prime contractor name and contact information DBE name and contact information and subcontractor name and contact information if the DBE is a second tier subcontractor.
2. DBE Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction. List the dollar amount of all subcontractors, manufacturers, suppliers, and trucking companies (both DBE and non-DBE firms). Bidder/offeror must also list the DBE project goal on this form (See paragraph D below regarding goal calculation). If the project goal is not met, the bidder/offeror shall submit documentation of good faith efforts including quotations for both DBE and non-DBE subcontractors when a non-DBE is selected over a DBE for the project.

Failure to provide any of the above shall be cause for bid/proposal rejection.

D. Calculation of the DBE contract goal for this project is the proportionate contract dollar value of work performed, materials, and goods to be supplied by DBEs. DBE credit shall not be given for mobilization, force account items and allowance items. This DBE contract goal is applicable to all the contract work performed for this project and is calculated as follows:

1. DBE contract goal percentage = Contract Dollar Value of the work to be performed by DBE subcontractors and manufacturers, plus 60% of the contract dollar value of DBE suppliers, divided by the sum of all contract items (sum of all contract items is the total amount for comparison of bids less mobilization, force account items, and allowance items).
2. The Department shall adjust the bidder's/offeror's DBE contract goal to the amount of the project goal if it finds that the bidder/offeror met the goal but erroneously calculated a lower percentage. If the amount the

² In computing calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or holiday.

bidder/offeror submits as its contract goal exceeds the project goal, the bidder/offeror shall be held to the higher goal.

VI. COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL

- A. Count the entire amount of the portion of a contract (or other contract not covered by paragraph B below) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work on the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
- B. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the Department determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- C. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- D. When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- E. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a CUF on that contract.
- F. The following is a list of appropriate DBE credit to be allowed for work to be performed by a DBE subcontractor. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
 - 1. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals;
 - 2. For purposes of determining DBE goal credit, a manufacturer is a firm that operates or maintains a factory or establishment that produces (on the premises) the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
 - 3. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals;
 - 4. For purposes of determining DBE goal credit, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other

establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business;

5. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
6. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in the DBE Regulations, if the person both owns and operates distribution equipment for the products. Any supplementing of a regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers;
8. With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals; however,
9. If a firm is not currently certified as a DBE in accordance with standards of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i);
10. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward the Department's overall goal; and
11. Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

G. The following factors are used in counting DBE participation for trucking companies:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
2. The DBE must itself own and operate at least one (1) fully licensed, insured, and operational truck used on the contract;

3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
5. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department operating administration.

EXAMPLE: DBE firm X uses two (2) of its own trucks on a contract, leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four (4) of the six (6) trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight (8) trucks. With respect to the other two (2) trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z;

6. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

EXAMPLE: DBE Firm X uses two (2) of its own trucks on a contract. It leases two (2) additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four (4) trucks; and

7. For purposes of determining whether a trucking firm performs a CUF, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- H. The bidder/offeror may be a joint venture or partnership that has a certified DBE as a partner. A "Joint Venture" means an association between a DBE firm and one (1) or more other firms to carry out a single, for-profit, business enterprise for

which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract, and whose share in the capital contribution, control, management, risks and profits are commensurate with its ownership interest.

- I. Effects of a Summary Suspension of a DBE. When a DBE's certification is suspended, the DBE may not be considered to meet a contract goal on a new contract and any work it does on a contract received during the suspension shall not be counted towards the overall goal. The DBE may continue to perform work under an existing contract executed before the DBE received a Notice of Suspension and may be counted towards the contract goal during the period of suspension as long as the DBE is performing a CUF under the existing contract.
- J. Effects of Decertification of a DBE. Should a DBE become decertified during the term of the subcontract for reasons beyond the control of and with no fault or negligence on the part of the contractor, the work remaining under the subcontract may be credited towards the contract goal, but are not included in the overall accomplishments.

Should the DBE be decertified after contract award and before notice to proceed, the contractor must still meet the DBE goal by either; a) withdrawing the subcontract from the DBE and expending good faith efforts to replace it with a DBE that is currently certified for that same work; or b) continuing with the subcontract with the decertified firm and expending good faith efforts to find other work not already subcontracted out to DBEs in an amount to meet the DBE goal either by; 1) increasing the participation of other DBEs on the project; 2) documenting good faith efforts; or 3) by a combination of the above.

VII. USE OF JOINT CHECKS UNDER THE DBE PROGRAM

- A. The following guidelines apply to the use of joint checks:
 - 1. The second party (typically the prime contractor) acts solely as a guarantor;
 - 2. The DBE must release the check to the supplier;
 - 3. The use of joint checks is a commonly recognized business practice;
 - 4. The Department must approve the use of joint checks prior to use by contractors and/or DBEs. As part of this approval process the Department will analyze industry practice to confirm that the use of joint checks is commonly employed outside of the DBE program for non-DBE subcontractors on both federal and state funded contracts. Using joint checks shall not be approved if it conflicts with other aspects of the DBE regulations regarding CUF; and
 - 5. The Department will monitor the use of joint checks closely to avoid abuse.

- B. Contractors and DBEs should review the following general guidelines when determining whether to use joint checks closely to avoid abuse:
1. That standard industry practice applies to all contractors (federal and state contracts);
 2. Use of joint checks must be available to all subcontractors;
 3. Material industry sets the standard industry practice, not prime contractors;
 4. Short term, not to exceed reasonable time (i.e., one (1) year, two (2) years) to establish/increase a credit line with the material supplier;
 5. No exclusive arrangement between one (1) prime and one (1) DBE in the use of joint checks that might bring the independence of the DBE into question;
 6. Non-proportionate ratio of DBE's normal capacity to size of contract and quantity of material to be provided under the contract;
 7. The DBE is normally responsible to install and furnish the work item; and
 8. The DBE must be more than an extra participant in releasing the check to the material supplier.
- C. The Department shall allow the use of joint checks if the following general conditions are met:
1. DBE submits request to the Department for action;
 2. There is a formalized agreement between all parties that specify the conditions under which the arrangement shall be permitted;
 3. There is a full and prompt disclosure of the expected use of joint checks;
 4. The Department will provide prior approval;
 5. DBE remains responsible for all other elements of 49 CFR 26.55(c)(1);
 6. The agreement states clearly and determines that independence is not threatened because the DBE retains final decision making responsibility;
 7. The Department will determine that the request is not an attempt to artificially inflate DBE participation;
 8. Standard industry practice is only one (1) factor;
 9. The Department will monitor and maintain oversight of the arrangement by reviewing cancelled checks and/or certification statement of payment; and
 10. The Department will verify there is no requirement by prime contractor that the DBE is to use a specific supplier nor the prime contractor's negotiated unit price.

VIII. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD

- A. When a project goal is not met, the Department shall conduct the initial review of GFE submitted by the bidder/offeror and shall determine whether the bidder/offeror has performed the quality, quantity, and intensity of efforts that demonstrate a reasonably active and aggressive attempt to meet the contract goal in accordance with 49 CFR Part 26, Appendix A.
- B. The bidder/offeror bears the responsibility of demonstrating that it met the contract goal, or if the contract goal was not met, by documenting the GFE it made in an attempt to meet the goal. It is the sole responsibility of the bidder/offeror to submit any and all documents, logs, correspondence, and any other records or information to the Department that will demonstrate that the bidder/offeror made good faith efforts to meet the DBE goal.
- C. In its good faith evaluation, the Department shall perform the following as part of its evaluation: a) request additional information and documents from the bidder/offeror; b) compare the bidder's/offeror's bid against the bids/offers of other bidders/offerors, and compare the DBEs and DBE work areas utilized by the bidder/offeror with the DBEs listed in other bids/offers submitted for this contract (If other bidders obtained DBEs in a particular work area in which the low bidder did not, the Department shall take this into consideration in its evaluation); c) verify contacts by bidders/offerors with DBEs; and d) compare the DBE and the categories of DBE work targeted by the bidder/offeror for participation in the contract, with the total pool of available DBEs ready, willing and able to perform work on each particular subcontract targeted by the bidder/offeror.
- D. Actions on the part of the bidder/offeror that will be considered demonstrative of good faith efforts include, but are not limited to, the following:
 - 1. Whether the bidder/offeror submitted the required information at the time of bid opening (i.e. DBE name, address, NAICS code, description of work, project name, and number), and dollar amounts for all subcontractors, within five (5) days of bid opening;
 - 2. Whether the bidder/offeror solicited through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract. The Department will also consider whether the bidder/offeror solicited the participation of potential DBEs as early in the procurement process as practicable, and allowed sufficient time for the DBEs to properly inquire about the project and respond to the solicitation. The Department will also review whether the bidder/offeror took appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project;
 - 3. Whether the bidder/offeror identified and broke up portions of work that can be performed by DBEs in order to increase the likelihood that a DBE will be able to participate, and that the DBE goal could be achieved (e.g. breaking out contract items into economically feasible units to facilitate

- DBE participation even when the bidder/offeror might otherwise prefer to self-perform these work items with its own forces);
4. Whether the bidder/offeror made available or provided interested DBEs with adequate information about the plans, specifications, and requirements of the project in a timely manner, and assisted them in responding to the bidder's/offeror's solicitation;
 5. Whether the bidder/offeror negotiated in good faith with interested DBEs. Evidence of such negotiations includes documenting: a) the names, addresses and telephone numbers of DBEs that were contacted; b) a description of the information that was provided to DBEs regarding the plans and specifications; and c) detailed explanation for not utilizing individual DBEs on the project;
 6. Whether the bidder/offeror solely relied on price in determining whether to use a DBE. The fact that there may be additional or higher costs associated with finding and utilizing DBEs are not, by itself, sufficient reasons for a bidder's/offeror's refusal to utilize a DBE, or the failure to meet the DBE goal, provided that such additional costs are not unreasonable. Also, the ability or desire of a bidder/offeror to perform a portion of the work with its own forces, that could have been undertaken by an available DBE, does not relieve the bidder/offeror of the responsibility to make good faith efforts to meet the DBE goal, and to make available and solicit DBE participation in other areas of the project to meet the DBE goal;
 7. Whether the bidder/offeror rejected DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBEs standing within the industry, membership in specific groups, organizations or associations, and political or social affiliation are not legitimate basis for the rejection or non-solicitation of bids from particular DBEs;
 8. Whether the bidder/offeror made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance;
 9. Whether the bidder/offeror made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services;
 10. Whether the bidder/offeror effectively used the services of available minority/women community organizations, minority/women business groups, contractors' groups, and local, state and federal minority/women business assistance offices or other organizations to provide assistance in recruitment and placement of DBEs;
 11. Whether the bidder/offeror, who selects a non-DBE over a DBE subcontractor, has quotes of each DBE and non-DBE subcontractor submitted to the bidder for work on the contract; and for each DBE that was contacted but not utilized by the bidder/offeror for a contract, the bidder/offeror has a detailed written explanation for each DBE detailing the reasons for the bidder's/offeror's failure or inability to utilize, or to allow the DBE to participate in the contract; and
 12. Whether other bidders/offerors met the goal and whether the apparent successful bidder/offeror could have met the goal with additional efforts.

The Department may determine that an apparent successful bidder/offeror who fell short of meeting the goal, made good faith efforts when it met or exceeded the average DBE participation obtained by other bidders/offerors.

IX. ADMINISTRATIVE RECONSIDERATION.

If it is determined by the Department that the apparent successful bidder/offeror has failed to meet the provisions of 49 CFR Section 26.53(a), the bidder/offeror may submit a request for administrative reconsideration. If under the provisions of 49 CFR, Section 26.53(d), it is determined by the Department that the apparent successful bidder/offeror has failed to meet the provisions of this subsection, the bidder/offeror may submit a written request for administrative reconsideration.

- A. Within five (5) working days of being informed in writing by the Department that the bidder/offeror has not documented sufficient GFE, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the following official:

Director of Transportation
Hawaii Department of Transportation
869 Punchbowl Street, Room 509
Honolulu, Hawaii 96813

- B. The reconsideration official, or his or her designee (referred to as “reconsideration official”), shall not have played any role in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.
- C. As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate GFE to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate GFE to do so.
- D. In an administrative reconsideration, the reconsideration official will review all previously submitted documents, oral and written arguments, and other evidence presented in the reconsideration, in making the decision.
- E. The Department shall inform the bidder/offeror of the decision within thirty (30) days of the proceeding. The decision will state the Department’s findings, and explain the basis of those findings, with respect to whether or not the bidder/offeror met the contract goal, or whether or not the bidder/offeror made adequate GFE to achieve the contract goal.
- F. The reconsideration decision is not administratively appealable to USDOT but is appealable under HRS 103D-709.

X. AWARD OF CONTRACT

- A. In a sealed bid procurement, the Department reserves the right to reject any or all bids. The award of contract, if it is awarded, will be to the lowest responsive and responsible bidder who meets or exceeds the DBE project goal, or who makes good faith efforts to meet or exceed the DBE project goal, as determined by the Department.
- B. If the lowest responsible bidder does not meet the DBE project goal and does not demonstrate to the satisfaction of the Department that it made good faith efforts to meet the DBE project goal, such bid shall be rejected as non-responsive. The Department will then consider the next lowest responsive and responsible bidder for award in accordance with paragraph A above.

XI. REPLACEMENT OF A DBE ON A PROJECT WITH A CONTRACT GOAL

Under this contract, the prime contractor shall utilize the specific DBE listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department to replace a DBE. If the Department's consent is not provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The Department reserves the right to request copies of all DBE subcontracts.

The Department will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. A prime contractor's inability to find a replacement DBE at the original price is not sufficient to demonstrate that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

The Department will require the prime contractor to promptly provide written notice to the project manager of the DBE's inability or unwillingness to perform and provide reasonable documentation.

The written notice by the contractor must include the following:

1. The date the contractor determined the certified DBE to be unwilling, unable or ineligible to perform work on the contract;
2. The projected date that the contractor shall require a substitution or replacement DBE to commence work if consent is granted by the Department;
3. Documentation of facts that describe and cite specific actions or inactions on the part of the affected DBE that led to the contractor's conclusion that the DBE is unwilling, unable, or ineligible to perform work on the contract;

4. A brief statement of the affected DBE's capacity and ability or inability to perform the work as determined by the contractor;
5. Documentation of contractor's good faith efforts to enable affected DBE to perform the work;
6. The current percentage of work completed on each bid item by the affected DBE;
7. The total dollar amount currently paid per bid item for work performed by the affected DBE;
8. The total dollar amount per bid item remaining to be paid to the DBE for work completed but for which the DBE has not received payment, and with which the contractor has no dispute; and
9. The total dollar amount per bid item remaining to be paid to the DBE for work completed, for which the DBE has not received payment, and with which the contractor and DBE have a dispute.

The prime contractor shall send a copy of the written notice to replace a certified DBE on a contract to the affected DBE. The affected DBE may submit a written response within five (5) calendar days to the Department to explain its position on its performance on the committed work. The Department shall consider both the prime contractor's request and DBE's stated position before approving the termination or substitution request, or determining if any action shall be taken against the contractor.

There shall be no substitution or termination of a DBE subcontractor at any time without the prior written consent of the Department. The Department will provide written consent only if the contractor has good cause, as determined by the Department, to terminate the DBE. Good cause may include, but is not limited to the following circumstances:

1. The DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law;
6. The Department has determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to the Department written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required; and

9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

Upon approval from the Department to replace a DBE, the contractor's good faith efforts shall be documented and submitted to the Department within seven (7) calendar days. This time period may be extended for another seven (7) calendar days upon request by the prime contractor.

If a DBE subcontractor is unable to perform work under the contract, and is to be replaced, the contractor's failure to obtain a substitute certified DBE or to make good faith effort to obtain such a substitute DBE subcontractor to perform said work, may constitute a breach of this contract for which the Department may terminate the contract or pursue such remedy as deemed appropriate by the Department.

XII. CONTRACT COMPLIANCE

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

The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. HDOT may require additional information related to the contract to be provided electronically through the online tracking system at any time before, during, or after contract award. Information related to contractor access of the online tracking system will be provided to designated point of contact with each contractor upon award of the contract. The online tracking system is web-based and can be accessed at the following Internet address: <https://hdot.dbesystem.com/>.

XIII. PAYMENT

- A. The Department will make an estimate in writing each month based on the items of work performed and materials incorporated in the work and the value therefore at the unit prices or lump sum prices set forth in the contract. All progress estimates and payments will be approximate only and shall be subject to correction at any time prior to or in the final estimate and payment. The Department will not withhold any amount from any payment to the contractor, including retainage.
- B. The contractor shall pay all subcontractors within ten (10) calendar days after receipt of any progress payments from the Department. This clause applies to both DBE and non-DBE subcontractors, and all tiers of subcontracts.

- C. The Contractor will verify that payment or retainage has been released to the subcontractors or its suppliers within the specified time through entries in the Department's online tracking system during the corresponding monthly audits. Prompt payment will be monitored and enforced through the Contractor's reporting of payments to its subcontractors and suppliers in the online tracking system.

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

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

XIV. RECORDS

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

1. The names, race/ethnicity, gender, address, phone number, and contact person of all DBE and non-DBE consultants, subcontractors, manufacturers, suppliers, truckers and vendors identified as DBEs (for vendor to identify whether it is a supplier or manufacturer);
2. The nature of work of each DBE and non-DBE consultant, subcontractor, manufacturer, supplier, trucker and vendor;
3. The dollar amount contracted with each DBE and non-DBE consultant, subcontractor, manufacturer, supplier, trucker and vendor; and
4. Cumulative dollar amount of all change orders to the subcontract.

XV. FAILURE TO COMPLY WITH DBE REQUIREMENTS

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

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

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

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

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

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

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

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

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

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

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

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS

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

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

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

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

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

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

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

22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

170
171 **Bid** - See Proposal.

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

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

180

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

185

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

189

190 **Calendar Day** - See Day.

191

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

201

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

203

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

206

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

209

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

215

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

218

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

221

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

229

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

232

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

235

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

238

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

245

246 **Contracting Officer** - See Engineer.

247

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

251

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

254

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

258

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

261

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

264

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

268

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

271

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

273

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

280

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

285

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

288

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

293

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

297

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

300

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

303

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

306

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

310

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

313

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

316
317 **Laboratory** - The testing laboratory of the Highways Division or other testing
318 laboratories that may be designated by the Engineer.

319
320 **Laws** - All Federal, State, and local laws, executive orders and regulations having
321 the force of law.

322
323 **Leveling Course** - An aggregate mixture course of variable thickness used to
324 restore horizontal and vertical uniformity to existing pavements or shoulders.

325
326 **Liquidated Damages** - The amount prescribed in Subsection 108.08 - Liquidated
327 Damages for Failure to Complete the Work or Portions of the Work on Time, to be
328 paid to the State or to be deducted from any payments payable to or, which may
329 become payable to the Contractor.

330
331 **Lump Sum (LS)** - When used as a payment method means complete payment
332 for the item of work described in the contract documents.

333
334 **Material** - Any natural or manmade substance or item specified in the contract to
335 be incorporated in the work.

336
337 **Notice to Bidders** - The advertisement for proposals for all work or materials on
338 which bids are required. Such advertisement will indicate the location of the work
339 to be done or the character of the material to be furnished and the time and place
340 for the opening of proposals.

341
342 **Notice to Proceed** - Written notice from the Engineer to the Contractor identifying
343 the date on which the Contractor is to begin procuring materials and required
344 permits and adjusting work forces, equipment, schedules, etc. prior to beginning
345 physical work.

346
347 **Pavement** - The uppermost layer of material placed on the traveled way or
348 shoulders or both. Pavement and surfacing may be interchangeable.

349
350 **Pavement Structure** - The combination of subbase, base, pavement, surfacing or
351 other specified layer of a roadway constructed on a subgrade to support the traffic
352 load.

353
354 **Payment Bond** - The security executed by the Contractor and surety or sureties
355 furnished to the Department to guarantee payment by the Contractor to laborers,
356 material suppliers and subcontractors in accordance with the terms of the contract.

357

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

366
367 **Pre-Final Inspection** - Inspection scheduled when Contractor notifies Engineer
368 that all physical work on the project, with the exception of planting period and plant
369 establishment period, has been completed. Notice from Contractor of substantial
370 completion will suspend contract time until Contractor receives punchlist from
371 Engineer.

372
373 **Profile Grade** - The elevation or gradient of a vertical plane intersecting the top
374 surface of the proposed pavement.

375
376 **Project Acceptance Date** - The calendar day on which the Engineer accepts the
377 project as completed. See Final Completion.

378
379 **Proposal (Bid)** - The executed document submitted by a Bidder in response to a
380 solicitation request, to perform the work required by the proposed contract
381 documents, for the price quoted and within the time allotted.

382
383 **Public Traffic** - Vehicular or pedestrian movement on a public way.

384
385 **Punchlist** - A list compiled by the Engineer specifying work yet to be completed or
386 corrected by the Contractor in order to substantially complete the contract.

387
388 **Questionnaire** - The specified forms on which the bidder shall furnish required
389 information as to its ability to perform and finance the work.

390
391 **Request for Change Proposal** - A written notice from the Engineer to the
392 Contractor requesting that the Contractor provide a price and/or time proposal for
393 contemplated changes preparatory to the issuance of a field order or change order.

394
395 **Right-of-Way** - Land, property, or property interests acquired by a government
396 agency for, or devoted to transportation purposes.

397
398 **Roadbed** - The graded portion of a highway within top and side slopes, prepared
399 as a foundation for the pavement structure and shoulders.

400
401 **Roadside** - The area between the outside edges of the shoulders and the right-of-
402 way boundaries. Unpaved median areas between inside shoulders of divided
403 highways and infield areas of interchanges are included.

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

406
407 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data
408 or information which are specifically prepared or assembled by or for the
409 Contractor and submitted by the Contractor to illustrate some portion of the work.

410
411 **Shoulder** - The portion of the roadway next to the traveled way for:
412 accommodation of stopped vehicles, placement of underground facilities,
413 emergency use, and lateral support of base and surface courses.

414
415 **Sidewalk** - That portion of the roadway primarily constructed for use by
416 pedestrians.

417
418 **Solicitation** - An invitation to bid or request for proposals or any other document
419 issued by the Department to solicit bids or offers to perform a contract. The
420 solicitation may indicate the time and place to receive the bids or offers and the
421 location, nature and character of the work, construction or materials to be provided.

422
423 **Specifications** - Compilation of provisions and requirements to perform
424 prescribed work.

425
426 **(A) Standard Specifications.** Specifications by the State intended for
427 general application and repetitive use.

428
429 **(B) Special Provisions.** Revisions and additions to the standard
430 specifications applicable to an individual project.

431
432 **Standard Plans** - Drawings provided by the State for specific items of work
433 approved for repetitive use.

434
435 **State** - The State of Hawaii, its Departments and agencies, acting through its
436 authorized representative(s).

437
438 **State Waters** – All waters, fresh, brackish, or salt, around and within the State,
439 including, but not limited to, coastal waters, streams, rivers, drainage ditches,
440 ponds, reservoirs, canals, ground waters, and lakes; provided that drainage
441 ditches, ponds, and reservoirs required as a part of a water pollution control system
442 are excluded.

443
444 **Start Work Date** - Date on which Contractor begins physical work on the contract.
445 This date shall also be the beginning of Contract Time.

446
447 **Structures** - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing,
448 manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation
449 drains, and other such features that may be encountered in the work.

450

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

453

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

457

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

462

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

465

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

469

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

473

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

478

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

482

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

484

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

488

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

491

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

494

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

497

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

501

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

504

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

507

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

511

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

515

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

519

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

524

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

536

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

540

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

543

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

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

550

551

552

553

END OF SECTION 101

1 Make this section a part of the Standard Specifications:

2
3 **“SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

4
5
6 **102.01 Prequalification of Bidders.** Prospective bidders shall be capable of
7 performing the work for which they are bidding.

8
9 In accordance with HRS Chapter 103D-310, the Department may require
10 any prospective bidder to submit answers to questions contained in the 'Standard
11 Qualification Questionnaire For Prospective Bidders On Public Works Contracts'
12 furnished by the Department, properly executed and notarized, setting forth a
13 complete statement of the experience of such prospective bidder and its
14 organization in performing similar work and a statement of the equipment
15 proposed to be used, together with adequate proof of the availability of such
16 equipment. Whenever it appears to the Department, from answers to the
17 questionnaire or otherwise, that the prospective bidder is not fully qualified and
18 able to perform the intended work, the Department will, after affording the
19 prospective bidder an opportunity to be heard and if still of the opinion that the
20 bidder is not fully qualified to perform the work, refuse to receive or consider any
21 bid offered by the prospective bidder. All information contained in the answers to
22 the questionnaire shall be kept confidential. Questionnaire so submitted shall be
23 returned to the bidders after serving their purpose.

24
25 No person, firm or corporation may bid where (1) the person, firm, or
26 corporation, or (2) a corporation owned substantially by the person, firm, or
27 corporation, or (3) a substantial stockholder or an officer of the corporation, or (4)
28 a partner or substantial investor in the firm is in arrears in payments owed to the
29 State or its political subdivisions or is in default as a surety or failure to do
30 faithfully and diligently previous contracts with the State.

31
32 **102.02 Contents of Proposal Forms.** The Department will furnish
33 prospective bidders with proposal forms posted in HlePRO stating:

- 34
35 (1) The location,
36
37 (2) Description of the proposed work,
38
39 (3) The approximate quantities,
40
41 (4) Items of work to be done or materials to be furnished,
42
43 (5) A schedule of items, and
44
45 (6) The time in which the work shall be completed.
46

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

50
51 Also, the bidder shall consider other documents including the plans and
52 specifications a part of the proposal form whether attached or not.

53
54 **102.03 (Unassigned).**

55
56 **102.04 Estimated Quantities.** The quantities shown in the contract are
57 approximate and are for the comparison of bids only. The actual quantity of work
58 may not correspond with the quantities shown in the contract. The Department
59 will make payment to the Contractor for unit price items in accordance with the
60 contract for only the following:

- 61
62 (1) Actual quantities of work done and accepted, not the estimated
63 quantities; or
64
65 (2) Actual quantities of materials furnished, not the estimated
66 quantities.

67
68 The Department may increase, decrease, or omit each scheduled
69 quantities of work to be done and materials to be furnished. When the
70 Department increases or decreases the estimated quantity of a contract item by
71 more than 15% the Department will make payment for such items in accordance
72 with Subsection 104.06 - Methods of Price Adjustment.

73
74 **102.05 Examination of Contract and Site of Work.** The bidder shall
75 examine carefully the site of the proposed work and contract before submitting a
76 proposal.

77
78 By the act of submitting a bid for the proposed contract, the bidder
79 warrants that:

- 80
81 (1) The bidder and its Subcontractors have reviewed the contract
82 documents and found them free from ambiguities and sufficient for the
83 purpose intended;
84
85 (2) The bidder and its workers, employees and subcontractors have
86 the skills and experience in the type of work required by the contract
87 documents bid upon;
88
89 (3) Neither the bidder nor its employees, agents, suppliers or
90 subcontractors have relied upon verbal representations from the
91 Department, its employees or agents, including architects, engineers or
92 consultants, in assembling the bid figure; and

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

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

99 (1) The nature and location of the work;

100
101 (2) The character, quality, and quantity of materials;

102
103 (3) The difficulties to be encountered; and

104
105 (4) The kind and amount of equipment and other facilities needed.

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

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

121
122 **102.06 Preparation of Proposal.** The submittal of its proposal shall be on
123 forms furnished by the Department. The bidder shall specify in words or figures:

124
125 (1) A unit price for each pay item with a quantity given;

126
127 (2) The products of the respective unit prices and quantities;

128
129 (3) The lump sum amount; and

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

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

137

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

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

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

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

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

- 160
161 (1) The proposal is a form not furnished by the Department, altered, or
162 detached;
- 163
164 (2) The proposal contains unauthorized additions, conditions, or
165 alternates. Also, the proposal contains irregularities that may tend to
166 make the proposal incomplete, indefinite, or ambiguous to its meaning;
- 167
168 (3) The bidder adds provisions reserving the right to accept or reject an
169 award. Also, the bidder adds provisions into a contract before an award;
- 170
171 (4) The proposal does not contain a unit price for each pay item listed
172 except authorized optional pay items; and
- 173
174 (5) Prices for some items are out of proportion to the prices for other
175 items.
- 176
177 (6) If in the opinion of the Director, the bidder and its listed
178 subcontractors do not have the Contractor's licenses or combination of
179 Contractor's licenses necessary to complete the work.
- 180

181 Where the prospective bidder is bidding on multiple projects
182 simultaneously and the proposal limits the maximum gross amount of awards
183 that the bidder can accept at one bid letting, the proposal is not irregular if the
184 limit on the gross amount of awards is clear and the Department selects the
185 awards that can be given.

186
187 **102.08 Proposal Guaranty.** The Department will not consider a proposal of
188 \$25,000 or more unless accompanied by:

189
190 (1) A deposit of legal tender; or

191
192 (2) A valid surety bid bond, underwritten by a company licensed to
193 issue bonds in the State of Hawaii, in the form and composed,
194 substantially, with the same language as provided herewith and signed by
195 both parties; or

196
197 (3) A certificate of deposit, share certificate, cashier's check,
198 treasurer's check, teller's check, or official check drawn by, or a certified
199 check accepted by and payable on demand to the State by a bank,
200 savings institution, or credit union insured by the Federal Deposit
201 Insurance Corporation (FDIC) or the National Credit Union Administration
202 (NCUA).

203
204 (a) The bidder may use these instruments only to a maximum of
205 \$100,000.

206
207 (b) If the required security or bond amount totals over \$100,000
208 more than one instrument not exceeding \$100,000 each and issued
209 by different financial institutions shall be acceptable.

210
211 (c) The instrument shall be made payable at sight to the
212 Department.

213
214 In accordance with HRS Chapter 103D-323, the above shall be in a sum
215 not less than 5% of the amount bid.

216
217 **102.09 Delivery of Proposal.** The bidder shall submit the proposal in
218 HlePRO. Bids received after said due date and time shall not be considered.

219
220 **102.10 Withdrawal or Revision of Proposals.** A bidder may withdraw or
221 revise a proposal after the bidder submits the proposal in HlePRO. Withdrawal
222 or revision of proposal must be completed before the time set for the receiving of
223 bids.

224
225 **102.11 Public Opening of Proposals.** Not applicable.
226

227 **102.12 Disqualification of Bidders.** The Department may disqualify a bidder
228 and reject its proposal for the following reasons:

- 229
- 230 (1) Submittal of more than one proposal whether under the same or
231 different name.
- 232
- 233 (2) Evidence of collusion among bidders. The Department will not
234 recognize participants in collusion as bidders for any future work of the
235 Department until such participants are reinstated as qualified bidders.
- 236
- 237 (3) Lack of proposal guaranty.
- 238
- 239 (4) Submittal of an unsigned or improperly signed proposal.
- 240
- 241 (5) Submittal of a proposal without a listing of subcontractors or
242 containing only a partial or incomplete listing of subcontractors.
- 243
- 244 (6) Submittal of an irregular proposal in accordance with Subsection
245 102.07 - Irregular Proposals.
- 246
- 247 (7) Evidence of assistance from a person who has been an employee
248 of the agency within the preceding two years and who participated while in
249 State office or employment in the matter with which the contract is directly
250 concerned, pursuant to HRS Chapter 84-15.
- 251
- 252 (8) Suspended or debarred in accordance with HRS Chapter 104-25.
- 253
- 254 (9) Failure to complete the prequalification questionnaire, if applicable.
- 255
- 256 (10) Failure to attend the mandatory pre-bid meeting, if applicable.
- 257

258 **102.13 Material Guaranty.** The successful bidder may be required to furnish
259 a statement of the composition, origin, manufacture of materials, and samples.

260

261 **102.14 Substitution of Materials and Equipment Before Bid Opening.** See
262 Subsection 106.13 for Substitution Of Materials and Equipment After Bid
263 Opening.

264

265 (A) **General.** When brand names of materials or equipment are
266 specified in the contract documents, they are to indicate a quality, style,
267 appearance, or performance and not to limit competition. The bidder shall
268 base its bid on one of the specified brand names unless alternate brands
269 are qualified as equal or better in an addendum. Qualification of such
270 proposed alternate brands shall be submitted in HlePRO. The request
271 must be posted in HlePRO no later than 14 calendar days before the bid
272 opening date, not including the bid opening date

273 An addendum will be issued to inform all prospective bidders of any
274 accepted substitution in accordance with Subsection 102.17 – Addenda.
275

276 **(B) Statement of Variances.** The statement of variances must list all
277 features of the proposed substitution that differ from the contract
278 documents and must further certify that the substitution has no other
279 variant features. The brochure and information submitted shall be clearly
280 marked showing make, model, size, options, and any other features
281 requested by the Engineer and must include sufficient evidence to
282 evaluate each feature listed as a variance. A request will be denied if
283 submitted without sufficient evidence. If after installing the substituted
284 product, an unlisted variance is discovered, the Contractor shall
285 immediately replace the product with a specified product at no increase in
286 contract price and contract time.
287

288 **(C) Substitution Denial.** Any substitution request not complying with
289 the above requirements will be denied.
290

291 **102.15 Preferences.** Hawaii Products and Recycled Products shall not apply
292 to this project.
293

294 **102.16 Certification for Safety and Health Program for Bids in excess of**
295 **\$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror, by
296 signing and submitting this proposal, certifies that a written safety and health plan
297 for this project will be available and implemented by the notice to proceed date
298 for this project. Details of the requirements of this plan may be obtained from the
299 State Department of Labor and Industrial Relations, Occupational Safety and
300 Health Division (HIOSH).
301

302 **102.17 Addenda.** Addenda issued shall become part of the contract
303 documents. Addenda to the bid documents will be provided to all prospective
304 bidders via HlePRO. Each addendum shall be an addition to the contract
305 documents. The terms and requirements of the bid documents (i.e., drawings,
306 specifications and other bid and contract documents) cannot be changed prior to
307 the bid opening except by a duly issued addendum.”
308
309
310
311

312 **END OF SECTION 102**

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

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

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

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

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

21 **103.02 Award of Contract.** The award of contract, if it be awarded, will be made
22 within 60 calendar days after the opening of bids, to the lowest responsible
23 bidder whose proposal complies with all the requirements. (Through HlePRO). The
24 successful bidder will be notified by letter mailed to the address shown in its
25 proposal, that its proposal has been accepted, and that it has been awarded
26 the contract.
27

28 **(1) Requirement for Award.** To be eligible for award, the apparent
29 low bidder will be contacted to submit copies of the documents listed
30 below to demonstrate compliance with HRS Section 103D-310(c). The
31 documents should be submitted to the Department as soon as possible.
32 If a valid certificate/clearance is not submitted on a timely basis for award
33 of a contract, a bidder otherwise responsive and responsible may not
34 receive the award. See also Subsection 108.03 – Preconstruction Data
35 Submittal.
36

37 **(A) Tax Clearance.** Pursuant to HRS Sections 103D-310(c), 103-53 and
38 103D-328, the successful bidder shall be required to submit a certified copy
39 of its tax clearance issued by the Hawaii State Department of Taxation
40 (DOTAX) and the Internal Revenue Service (IRS) to demonstrate its
41 compliance with HRS Chapter 237. A tax clearance is valid for six (6) months
42 from the most recent approval stamp date on the tax clearance and must be
43 valid on the bid’s first legal advertisement date or any date thereafter up to
44 the bid opening date.
45

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

48 <http://www.hawaii.gov/tax/>
49

50 To receive DOTAX Forms by fax or mail, phone
51 (808) 587-7572 or 1-800-222-7572.
52

53
54 The application for the Tax Clearance Certificate is the responsibility
55 of the bidder and must be submitted directly to the DOTAX or IRS. The
56 approved certificate may then be submitted to the Department.
57

58 **(B) DLIR Certificate of Compliance.** Pursuant to HRS Section 103D-
59 310(c), the successful bidder shall be required to submit a copy (faxed copies
60 are acceptable) of its approved certificate of compliance issued by the Hawaii
61 State Department of Labor and Industrial Relations (DLIR) to demonstrate its
62 compliance with unemployment insurance (HRS Chapter 383), workers'
63 compensation (HRS Chapter 386), temporary disability insurance (HRS
64 Chapter 392), and prepaid health care (HRS Chapter 393). The certificate is
65 valid for six (6) months from the most recent approval stamp date on the
66 certificate and must be valid on the bid's first legal advertisement date or any
67 date thereafter up to the bid opening date. For certificates which receive a
68 "pending" approval stamp, a DLIR approval stamp is required prior to the
69 issuance of the Notice to Proceed.
70

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

73 www.hawaii.gov/labor
74

75
76 More information is available by calling the DLIR Unemployment Insurance
77 Division at (808) 586-8926.
78

79 Inquiries regarding the status of a LIR#27 Form may be made by calling
80 the DLIR Disability Compensation Division at (808) 586-9200.
81

82 The application for the Certificate of Compliance is the responsibility of
83 the bidder and must be submitted directly to the DLIR. The approved
84 certificate may then be submitted to the Department.
85

86 **(C) DCCA Certificate of Good Standing.** Pursuant to HRS Section
87 103D-310(c), the successful bidder shall be required to submit a copy (faxed
88 copies are acceptable) of its approved Certificate of Good Standing issued by
89 the Hawaii State Department of Commerce and Consumer Affairs (DCCA),
90 Business Registration Division (BREG) to demonstrate that it is either:
91

- 92 (1) Incorporated or organized under the laws of the State; or
93
94 (2) Registered to do business in the State as a separate branch or
95 division that is capable of fully performing under the contract.
96

97 The Certificate of Good Standing is valid for six (6) months from
98 the approval date on the certificate and must be valid on the bid's first
99 legal advertisement date or any date thereafter up to the bid opening
100 date. A Hawaii business that is a sole proprietorship, however, is not
101 required to register with the BREG, and therefore not required to
102 submit a Certificate of Good Standing. Bidders are advised that there
103 are costs associated with registering and obtaining a Certificate of
104 Good Standing from the DCCA.
105

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

108 www.hawaii.gov/dcca/
109

110 The application for the Certificate of Good Standing is the
111 responsibility of the bidder and must be submitted directly to the DCCA. The
112 approved certificate may then be submitted to the Department.
113

114 (D) **Hawaii Compliance Express (HCE).** In lieu of the certificates
115 referenced above, the bidder may make available proof of compliance
116 through the Hawaii Compliance Express or any other designated certification
117 process. Bidders may apply and register at the "Hawaii Compliance Express"
118 website:
119

120
121 **103.03 Cancellation of Award.** The Department reserves the right to cancel
122 the award of contracts before the execution of said contract by the parties.
123 There will be no liability to the awardee and to other bidders.
124

125 **103.04 Return of Proposal Guaranty.** The Department will return the proposal
126 guaranties, except those of the three lowest bidders, after the Department
127 checks the proposals. The Department will return the proposal guaranties of the
128 remaining two lowest bidders not awarded the contract within five working days
129 following the execution of the contract. The Department will return the successful
130 bidder's proposal guaranty after the successful bidder furnishes a bond and
131 executes the contract.
132

133 **103.05 Requirement of Contract Bond.** At the time of execution of the contract,
134 the successful bidder shall file a good and sufficient performance bond and a
135 payment bond on the forms furnished by the Department conditioned for the full
136 and faithful performance of the contract in accordance with the terms and intent
137 thereof and for the prompt payment to all others for all labor and material furnished
138 by them to the bidder and used in the prosecution of the work provided for in the
139 contract. The bonds shall be of an amount equal to 100 percent of the amount of
140 the contract price and include 5 percent of the contract amount estimated to be
141 required for extra work. The bidder shall limit the acceptable performance and
142 payment bonds to the following:

143
144 (a) Legal tender;

145
146 (b) Surety bond underwritten by a company licensed to issue bonds in the
147 State of Hawaii; or

148
149 (c) A certificate of deposit; share certificate; cashier's check; treasurer's
150 check, teller's check drawn by or a certified check accepted by and payable
151 on demand to the State by a bank savings institution or credit union insured
152 by the Federal Deposit Insurance Corporation (FDIC) or the National Credit
153 Union Administration (NCUA).

154
155 1. The bidder may use these instruments only to a maximum of
156 \$100,000.

157
158 2. If the required security or bond amount totals over \$100,000
159 more than one instrument not exceeding \$100,000 each and issued
160 by different financial institutions shall be acceptable.

161
162 Such bonds shall also by the terms inure to the benefit of any and all persons
163 entitled to file claims for labor done or material furnished in the work so as to give
164 them a right of action as contemplated by HRS Section 103D-324.

165
166 **103.06 Execution of the Contract.** The contract bond and HRS Chapter 104 -
167 Compliance Certificate, similar to a copy of the same annexed hereto, shall
168 be executed by the successful bidder and returned within ten days after the award
169 of the contract or within such further time as the Director may allow after the
170 bidder has received the contract for execution.

171
172 The contract shall not bind the Department unless said parties execute
173 the contract and the Director of Finance endorses the bidder's certificate in
174 accordance with HRS Section 103-39.

176 **103.07 Failure to Execute Contract.** Failure to execute the contract and file
177 acceptable bonds shall be cause for the cancellation of the award in accordance
178 with Subsection 103.06 - Execution of the Contract. Also, the Contractor forfeits the
179 proposal guaranty which becomes the property of the Department. This is not a
180 penalty, but liquidated damages sustained by the State. The Department may then
181 make award to the next lowest responsible bidder or the Department may
182 readvertise and construct the work under contract.”

183

184

185

186

187

END OF SECTION 103

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

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

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

END OF SECTION 104

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

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

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

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

69 **“(A) Furnishing Drawings and Special Provisions.** The State will
70 furnish the Contractor 12 sets of the project plans and special provisions.
71 The project plans furnished will be the same size as that issued for bidding
72 purposes except as noted in Section 648 – Field-Posted Drawings. The
73 Contractor shall have and maintain at least one set of plans and
74 specifications on the work site, at all times.”
75

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

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

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

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

91 Section	Description
92 No.	

93

94
95 401 Contract Item No. 401.0100 under Section 401 – Hot Mix
96 Asphalt Pavement
97
98 606 All Contract Items under Section 606 - Guardrail
99
100 629 All Contract Items under Section 629 - Pavement Markings
101
102 632 All Contract Items under Section 632 – Markers”
103

104 **(VI)** Amend **Subsection 105.16(B) – Substituting Subcontractors** by
105 revising the second sentence from line 490 to line 493 to read:

106
107 “Contractors may enter into subcontracts only with subcontractors listed in the
108 proposal or with non-listed joint contractors/subcontractors permitted under
109 Subsection 102.06 – Preparation of Proposal.”
110

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END OF SECTION 105

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

2
3 Make the following amendments to said Section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 107

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

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

5
6 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the
7 Contractor not more 30 calendar days after the contract certification date. The
8 Engineer may suspend the contract before issuing the Notice To Proceed, in
9 which case the Contractor’s remedies are exclusively those set forth in Subsection
10 108.10 – Suspension of Work.
11

12 The Contractor shall be allowed up to 14 calendar days after the Notice to
13 Proceed to begin physical work. The Start Work Date will be established when
14 this period ends or on the actual day that physical work begins, whichever is first.
15 Charging of Contract Time will begin on the Start Work Date. The Contractor shall
16 notify the Engineer, in writing, at least five working days before beginning physical
17 work.
18

19 In the event that the Contractor fails to start physical work within the time
20 specified, the Engineer may terminate the contract in accordance with Subsection
21 108.11 – Termination of Contract for Cause.
22

23 During the period between the Notice to Proceed and the Start Work Date
24 the Contractor should adjust work forces, equipment, schedules, and procure
25 materials and required permits, prior to beginning physical work.
26

27 Any physical work done prior to the Start Work Date will be considered
28 unauthorized work. If the Engineer does not direct that the unauthorized work be
29 removed, it shall be paid for after the Start Work Date and only if it is acceptable.
30

31 In the event that the Engineer establishes, in writing, a Start Work Date that
32 is beyond 60 calendar days from the Notice to Proceed date, the Contractor may
33 submit a claim in accordance with, Subsection 107.15 – Disputes and Claims for
34 increased labor and material costs which are directly attributable to the delay
35 beyond the first 60 calendar days after the Notice to Proceed date.
36

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

41 Once physical work has begun, the Contractor shall work expeditiously and
42 pursue the work diligently to completion with the contract time. If a portion of the
43 work is to be done in stages, the Contractor shall leave the area safe and usable
44 for the user agency and the public at the end of each stage.
45

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

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

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

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

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

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

106
107 **108.05 Contract Time.**

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

118
119 When the contract is on a calendar day basis, the total contract time
120 allowed for the performance of the work will be the number of days shown
121 in the contract plus any additional days authorized in writing as provided
122 hereinafter. The count of elapsed days to be charged against contract time
123 will begin from the Start Work Date and will continue consecutively to the
124 date of Substantial Completion. The Engineer will exclude days elapsing
125 between the orders of the Engineer to suspend work and resume work for
126 suspensions not the fault of the Contractor.

127
128 **(B) Modifications of Contract Time.** Whenever the Contractor
129 believes that an extension of contract time is justified, the Contractor shall
130 serve written notice on the Engineer not more than five working days after
131 the occurrence of the event that causes a delay or justifies a contract time
132 extension. Contract time may be adjusted for the following reasons or
133 events, but only if and to the extent the critical path has been affected:
134

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

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

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

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

175
176 **(a)** In the written notice of delay to the Engineer, the
177 Contractor describes possible effects on the completion date
178 of the contract. The description of delays shall:
179

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

183
184 2. Include copies of pertinent documentation to
185 support the time extension request.

186
187 3. Cite the anticipated period of delay and the time
188 extension requested.

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

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

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

210
211 **(a)** The Contractor's written notice to the Engineer must
212 describe the delays and state the effect such delays may have
213 on the critical path.

214
215 **(b)** The Contractor, if requested, must submit to the
216 Engineer within five days after a firm delivery date for the
217 material and equipment is established, a written statement
218 regarding the delay. The Contractor must justify the delay as
219 follows:

220
221 1. State specifically all reasons for the delay.
222 Explain in a detailed chronology the effect of the delay
223 on the critical path.
224

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

229
230 3. Cite the start and end date of the delay and the
231 time extension requested.

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

251
252 **(6) Contractor Caused Delays.** No time extension will be
253 granted under the following circumstances:

254
255 **(a)** Delays within the Contractor's control in performing the
256 work caused by the Contractor, subcontractor, supplier, or any
257 combination thereof.

258
259 **(b)** Delays within the Contractor's control in arrival of
260 materials and equipment caused by the Contractor,
261 subcontractor, supplier, or any combination thereof, in
262 ordering, fabricating, and delivery.

263
264 **(c)** Delays requested for changes which do not affect the
265 critical path.

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

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

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

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

283
284 (7) **Reduction in Time.** If the State deletes or modifies any
285 portion of the work, an appropriate reduction of contract time may be
286 made in accordance with Subsection 104.02 - Changes.

287
288 **108.06 Progress Schedules.**

289
290 (A) **Forms of Schedule.** All schedules shall be submitted using the
291 specific computer program designated in the bid documents. If no such
292 scheduling software program is designated, then all schedules shall be
293 submitted using the latest version of Microsoft Project by Microsoft or
294 approved equivalent software program.

295
296 Schedule submittals shall be as follows:

297
298 (1) **For Contracts \$2,000,000 or less or For Contract Time 100**
299 **Working Days or 140 Calendar Days or Less.** For contracts of
300 \$2,000,000 or less or for contract time of 100 working days or 140
301 calendar days or less, the progress schedule will be a Time Scaled
302 Logic Diagram (TSLD). The Contractor shall submit a TSLD
303 submittal package meeting the following requirements and having
304 these essential and distinctive elements:

305
306 (a) The major features of work, such as but not limited to
307 BMP installation, grubbing, roadway excavation, structure
308 excavation, structure construction, shown in the chronological
309 order in which the Contractor proposes to work that feature or
310 work and its location on the project. The schedule shall
311 account for normal inclement weather, unusual soil or other

- 312 conditions that may influence the progress of the work,
313 schedules, and coordination required by any utility, off or on
314 site fabrications, and other pertinent factors that relate to
315 progress;
- 316
- 317 **(b)** All features listed or not listed in the contract
318 documents that the Contractor considers a controlling factor
319 for the timely completion of the contract work.
- 320
- 321 **(c)** The time span and sequence of the activities or events
322 for each feature, and its interrelationship and
323 interdependencies in time and logic to other features in order
324 to complete the project.
- 325
- 326 **(d)** The total anticipated time necessary to complete work
327 required by the contract.
- 328
- 329 **(e)** A chronological listing of critical intermediate dates or
330 time periods for features or milestones or phases that can
331 affect timely completion of the project.
- 332
- 333 **(f)** Major activities related to the location on the project.
- 334
- 335 **(g)** Non-construction activities, such as submittal and
336 acceptance periods for shop drawings and material,
337 procurement, testing, fabrication, mobilization, and
338 demobilization or order dates of long lead material.
- 339
- 340 **(h)** Set schedule logic for out of sequence activities to
341 retain logic. In addition, open ends shall be non-critical.
- 342
- 343 **(i)** Show target bars for all activities.
- 344
- 345 **(j)** Vertical and horizontal sight lines both major and minor
346 shall be used as well as a separator line between groups.
347 The Engineer will determine frequency and style.
- 348
- 349 **(k)** The file name, print date, revision number, data and
350 project title and number shall be included in the title block.
- 351
- 352 **(l)** Have columns with the appropriate data in them for
353 activity ID, description, original duration, remaining duration,
354 early start, early finish, total float, percent complete,
355 resources. The resource column shall list who is responsible
356 for the work to be done in the activity. These columns shall
357 be to the left of the bar chart.
- 358

359 **(2) For Contracts Which Have A Contract Amount More Than**
360 **\$2,000,000 Or Having A Contract Time Of More Than 100**
361 **Working Days Or 140 Calendar Days.** For contracts which have a
362 contract amount more than \$2,000,000 or contract time of more than
363 100 working days or 140 calendar days, the Contractor shall submit
364 a Timed-Scaled Logic Diagram (TSLD) meeting the following
365 requirements and having these essential and distinctive elements:
366

367 **(a)** The information and requirements listed in Subsection
368 108.06(A)(1) – For Contracts \$2,000,000 or Less or For
369 Contract Time 100 Working Days or 140 Calendar Days or
370 Less.

371
372 **(b)** Additional reports and graphics available from the
373 software as requested by the Engineer.

374
375 **(c)** Sufficient detail to allow at least weekly monitoring of
376 the Contractor and subcontractor's operations.

377
378 **(d)** The time scaled schematic shall be on a calendar or
379 working days basis. What will be used shall be determined by
380 how the contract keeps track of time. It will be the same. Plot
381 the critical calendar dates anticipated.

382
383 **(e)** Breakdown of activity, such as forming, placing
384 reinforcing steel, concrete pouring and curing, and stripping
385 in concrete construction. Indicate location of work to be done
386 in such detail that it would be easily determined where work
387 would be occurring within approximately 200 feet.

388
389 **(f)** Latest start and finish dates for critical path activities.

390
391 **(g)** Identify responsible subcontractor, supplier, and others
392 for their respective activity.

393
394 **(h)** No individual activity shall have duration of more than
395 20 calendar days unless requested and approved by the
396 Engineer.

397
398 **(i)** All activities shall have work breakdown structure
399 codes and activity codes. The activity codes shall have
400 coding that incorporates information for phase, location, who
401 is responsible for doing work and type of operation and
402 activity description.
403

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

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

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

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

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

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

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

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

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

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

487

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

497 all new activities and any changes in duration or start or finish dates of any
498 activity.
499

500 The Contractor shall submit with every update, in report form
501 acceptable to the Engineer, a list of changes to the progress schedule since
502 the previous schedule submittal. The Engineer may change the frequency
503 of the submittal requirements but may not require a submittal of the
504 schedule to be more than once a week. The Engineer may decrease the
505 frequency of the submittal of the bi-weekly schedule.
506

507 The Contractor shall submit updates of the anticipated work
508 completion graph, equipment listing, manpower requirement graph or
509 method statement when requested by the Engineer. The Contractor shall
510 submit such updates within 4 calendar days from the date of the request by
511 the Engineer.
512

513 The Engineer may withhold progress payment until the Contractor is
514 in compliance with all schedule update requirements
515

516 **(F) Float.** All float appearing on a schedule is a shared commodity.
517 Float does not belong to or exist for the exclusive use or benefit of either
518 the State or the Contractor. The State or the Contractor has the opportunity
519 to use available float until it is depleted. Float has no monetary value.
520

521 **(G) Scheduled Meetings.** The Contractor shall meet on a bi-weekly
522 basis with the Engineer to review the progress schedule. The Contractor
523 shall have someone attending the meeting that can answer all questions on
524 the TSLD and other schedule related submittals.
525

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

108.10

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

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

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

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

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

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

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

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

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

585

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

588

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

591

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

599

600 When the Contractor fails to reach substantial completion of the work for
601 which liquidated damages are specified, within the time or times fixed in the
602 contract or any extension thereof, in addition to all other remedies for breach that
603 may be available to the State, the Contractor shall pay liquidated damages to the
604 State, in the amount of \$1,600 per working day.

605

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

610

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

614

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

621

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

624

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

627

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

631
632 **(C) Actual Damages Recoverable If Liquidated Damages Deemed**
633 **Unenforceable.** In the event a court of competent jurisdiction holds that
634 any liquidated damages assessed pursuant to this contract are
635 unenforceable, the State will be entitled to recover its actual damages for
636 Contractor's failure to complete the work, or any designated portion of the
637 work within the time set by the contract.

638
639 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In
640 addition to all other remedies available to the State for Contractor's breach of the
641 terms of the contract, the Engineer will assess the rental fees in the amount of
642 \$500 for every one-to fifteen-minute increment for each roadway lane closed to
643 public use or occupied beyond the time periods authorized in the contract or by the
644 Engineer. The maximum amount assessed per day shall be \$5,000. The State
645 may, at its discretion, deduct the amount from monies due or that may become
646 due under the contract. The rental fee may be waived in whole or part if the
647 Engineer determines that the unauthorized period of lane closure or occupancy
648 was due to factors beyond the control of the Contractor. Equipment breakdown is
649 not a cause to waive liquidated damages.

650
651 **108.10 Suspension of Work.**

652
653 **(A) Suspension of Work.** The Engineer may, by written order, suspend
654 the performance of the work, either in whole or in part, for such periods as
655 the Engineer may deem necessary, for any cause, including but not limited
656 to:

657
658 (1) Weather or soil conditions considered unsuitable for
659 prosecution of the work.

660
661 (2) Whenever a redesign that may affect the work is deemed
662 necessary by the Engineer.

663
664 (3) Unacceptable noise or dust arising from the construction even
665 if it does not violate any law or regulation.

666
667 (4) Failure on the part of the Contractor to:
668
669 (a) Correct conditions unsafe for the general public or for
670 the workers.

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

108.10

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

675
676 (c) Provide adequate supervision on the jobsite.

677
678 (5) The convenience of the State.

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

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

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

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

709
710 (1) For weather related conditions.

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

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

718

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

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

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

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

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

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

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

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

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

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

786 **108.12 Termination For Convenience.**

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

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

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

- 809 (1) Any completed work.
810
- 811 (2) Any partially completed construction, goods, materials, parts,
812 tools, dies, jigs, fixtures, drawings, information, and contract rights
813 (hereinafter called "construction material") that the Contractor has
814 specifically produced or specially acquired for the performance of the
815 terminated part of this contract.
816
- 817 (3) The Contractor shall protect and preserve all property in the
818 possession of the Contractor in which the State has an interest. If
819 the Engineer does not elect to retain any such property, the
820 Contractor shall use its best efforts to sell such property and
821 construction materials for the State's account in accordance with the
822 standards of HRS Chapter 490:2-706.
823
- 824 **(D) Compensation.**
825
- 826 (1) The Contractor shall submit a termination claim specifying the
827 amounts due because of the termination for convenience together
828 with cost or pricing data, submitted to the extent required by HAR
829 Subchapter 15, Chapter 3-122. If the Contractor fails to file a
830 termination claim within one year from the effective date of
831 termination, the Engineer may pay the Contractor, if at all, an amount
832 set in accordance with Subsection 108.12(D)(3).
833
- 834 (2) The Engineer and the Contractor may agree to a settlement
835 provided the Contractor has filed a termination claim supported by
836 cost or pricing data submitted as required and that the settlement
837 does not exceed the total contract price plus settlement costs
838 reduced by payments previously made by the State, the proceeds of
839 any sales of construction, supplies, and construction materials under
840 Subsection 108.12(C)(3), and the proportionate contract price of the
841 work not terminated.
842
- 843 (3) Absent complete agreement, the Engineer will pay the
844 Contractor the following amounts less any payments previously
845 made under the contract:
846
- 847 (a) The cost of all contract work performed prior to the
848 effective date of the notice of termination work plus a 5
849 percent markup on the actual direct costs, including amounts
850 paid to subcontractor, less amounts paid or to be paid for
851 completed portions of such work; provided, however, that if it
852 appears that the Contractor would have sustained a loss if the
853 entire contract would have been completed, no markup shall
854 be allowed or included and the amount of compensation shall

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

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

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

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

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

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

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

- 884
885 **(1)** All written guarantees required by the contract.
886
887 **(2)** Two accepted final field-posted drawings as specified in
888 Section 648 – Field-Posted Drawings;
889
890 **(3)** Complete weekly certified payroll records for the Contractor
891 and Subcontractors.
892
893 **(4)** Certificate of Plumbing and Electrical Inspection.
894
895 **(5)** Certificate of building occupancy as required.
896
897 **(6)** Certificate of Soil and Wood Treatments.
898
899 **(7)** Certificate of Water System Chlorination.
900

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

984
 985 **(A) Substantial Completion.** When the Engineer finds that the
 986 Contractor has satisfactorily completed all work for the project in
 987 compliance with the contract, with the exception of the planting period and
 988 the plant establishment period, the Engineer will notify the Contractor, in
 989 writing, of the project's substantial completion, effective as of the date of the
 990 final inspection. The substantial completion date shall determine end of
 991 contract time and relieve contractor of any additional accumulation of
 992 liquidated damages for failure to complete the punchlist.

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(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.

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

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

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

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

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

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

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

108.19 Final Settlement of Contract.

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

- 1085 (1) All written guarantees required by the contract.
- 1086
- 1087 (2) Complete and certified weekly payrolls for the Contractor and
- 1088 its subcontractor's.
- 1089
- 1090 (3) Certificate of plumbing and electrical inspection.
- 1091
- 1092 (4) Certificate of building occupancy.
- 1093
- 1094 (5) Certificate for soil treatment and wood treatment.
- 1095
- 1096 (6) Certificate of water system chlorination.
- 1097
- 1098 (7) Certificate of elevator inspection, boiler and pressure pipe
- 1099 installation.
- 1100
- 1101 (8) Tax clearance.
- 1102
- 1103 (9) All other documents required by the Contract or by law.
- 1104

1105 **(B) Failure to Meet Closing Requirements.** The Contractor shall meet
1106 the applicable closing requirements within 60 days from the date of Project
1107 Acceptance or the agreed to Punchlist complete date. Should the
1108 Contractor fail to comply with these requirements, the Engineer may
1109 terminate the contract for cause.”

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END OF SECTION 108

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

END OF SECTION 109

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

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

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

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

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

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

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

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

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

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

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

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

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

78
 79 **209.03 Construction.**

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

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

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

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

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

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

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12. Concrete waste control.
 13. Fueling and maintenance of vehicles and other equipment.
 14. Tracking of sediment offsite from project entries and exits.
 15. Litter management.
 16. Toilet facilities.
 17. Other factors that may cause water pollution, dust and erosion control.
- (b)** Provide plans indicating location of water pollution, dust and erosion control devices; provide plans and details of BMPs to be installed or utilized; show areas of soil disturbance in cut and fill, indicate areas used for construction staging and storage including items (1) through (17) above, storage of aggregate (indicate type of aggregate), asphalt cold mix, soil or solid waste, equipment and vehicle parking, and show areas where vegetative practices are to be implemented. Indicate intended drainage pattern on plans. Include flow arrows. Include separate drawing for each phase of construction that alters drainage patterns. Indicate approximate date when device will be installed and removed.
- (c)** Construction schedule.
- (d)** Name(s) of specific individual(s) designated responsible for water pollution, dust, and erosion controls on the project site. Include home, cellular, and business telephone numbers, fax numbers, and e-mail addresses.
- (e)** Description of fill material to be used.
- (f)** For projects with an NPDES Permit for Construction Activities, submit information to address all sections in the Storm Water Pollution Prevention Plan (SWPPP).
- (g)** For projects with an NPDES Permit, information required for compliance with the conditions of the Notice of General Permit Coverage (NGPC)/NPDES Permit.

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

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

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

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

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

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

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

236 Address all comments received from the Engineer.
237

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

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

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

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

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

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

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

275
 276 For projects without an NPDES Permit for Construction activities,
 277 complete initial stabilization within 14 calendar days after the temporary or
 278 permanent cessation of earth-disturbing activities.

279
 280 Any of the following types of activities constitutes initiation of
 281 stabilization:

- 282
 283 **(1)** Prepping the soil for vegetative or non-vegetative stabilization;
 284
 285 **(2)** Applying mulch or other non-vegetative product to the exposed
 286 area;
 287
 288 **(3)** Seeding or planting the exposed area;
 289
 290 **(4)** Starting any of the activities in items (1) – (3) above on a portion
 291 of the area to be stabilized, but not on the entire area; and
 292
 293 **(5)** Finalizing arrangements to have stabilization product fully
 294 installed in compliance with the deadline for completing initial
 295 stabilization activities.

296
 297 Any of the following types of activities constitutes completion of initial
 298 stabilization activities:

- 299
 300 **(1)** For vegetative stabilization, all activities necessary to initially
 301 seed or plant the area to be stabilized; and/or
 302
 303 **(2)** For non-vegetative stabilization, the installation or application of
 304 all such non-vegetative measures.

305
 306 If the Contractor is unable to meet the deadlines above due to
 307 circumstances beyond the Contractor's control, and the Contractor is using
 308 vegetative cover for temporary or permanent stabilization, the Contractor may
 309 comply with the following stabilization deadlines instead as agreed to by the
 310 Engineer:

- 311
 312 **(1)** Immediately initiate, and complete within the timeframe shown
 313 above, the installation of temporary non-vegetative stabilization
 314 measures to prevent erosion;

315

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

320
321 (3) Notify and provide documentation to the Engineer the
322 circumstances that prevent the Contractor from meeting the deadlines
323 above for stabilization and the schedule the Contractor will follow for
324 initiating and completing initial stabilization and as agreed to by the
325 Engineer.

326
327 Follow the applicable requirements of the specifications and special
328 provisions including Section 619 Planting and Section 641 Hydro-Mulch
329 Seeding.

330
331 Immediately after seeding or planting the area to be vegetatively
332 stabilized, to the extent necessary to prevent erosion on the seeded or planted
333 area, select, design, and install non-vegetative erosion controls that provide
334 cover (e.g., mulch, rolled erosion control products) to the area while vegetation
335 is becoming established.

336
337 Protect exposed or disturbed surface area with mulches, grass seeds or
338 hydromulch. Spray mulches at a rate of 2,000 pounds per acre. Add tackifier
339 to mix at a rate of 85 pounds per acre. Apply grass seeds at a rate of 125
340 pounds per acre. For hydromulch, use the ingredients and rates required for
341 mulches and grass seeds. Submit recommendations from a licensed
342 Landscape Architect when deviating from the application rates above.

343
344 Apply fertilizer to mulches, grass seed or hydromulch per
345 manufacturer's recommendations. Submit recommendations from a licensed
346 Landscape Architect when deviating from the manufacturer's
347 recommendations.

348
349 Install velocity dissipation measures when exposing erodible surfaces
350 greater than 15 feet in height.

351
352 BMP measures shall be in place and operational at the end of work day
353 or as required by Section 209.03(B) Construction Requirements.

354
355 Install and maintain either or both stabilized construction entrances and
356 wheel washes to minimize tracking of dirt and mud onto roadways. Restrict
357 traffic to stabilized construction areas only. Clean dirt, mud, or other material
358 tracked onto the road, sidewalk, or other paved area by the end of the same
359 day in which the track-out occurs. Modify stabilized construction entrances to
360 prevent mud from being tracked onto road. Stabilize entire access roads if
361 necessary.

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

364
 365 Provide temporary slope drains of rigid or flexible conduits to carry
 366 runoff from cuts and embankments. Provide portable flume at the entrance.
 367 Shorten or extend temporary slope drains to ensure proper function.

368
 369 Protect ditches, channels, and other drainageways leading away from
 370 cuts and fills at all times by either:

- 371
 372 **(1)** Hydro-mulching the lower region of embankments in the
 373 immediate area.
 374
 375 **(2)** Installing check dams and siltation control devices.
 376
 377 **(3)** Other methods acceptable to the Engineer.

378
 379 Provide for controlled discharge of waters impounded, directed, or
 380 controlled by project activities or erosion control measures.

381
 382 Cover exposed surface of materials completely with tarpaulin or similar
 383 device when transporting aggregate, soil, excavated material or material that
 384 may be source of fugitive dust.

385
 386 Cleanup and remove any pollutant that can be attributed to the
 387 Contractor.

388
 389 Install or modify Site-Specific BMP measures due to change in the
 390 Contractor's means and methods, or for omitted condition that should have
 391 been allowed for in the accepted Site-Specific BMP or a Site-Specific BMP that
 392 replaces an accepted Site-Specific BMP that is not satisfactorily performing.
 393 Modifications to Site-Specific BMP measures shall be accepted in writing by
 394 the Engineer prior to implementation.

395
 396 Properly maintain all Site-Specific BMP measures.

397
 398 For projects with an NPDES Permit for Construction Activities:

399
 400 **(1)** For construction areas discharging into nutrient or sediment
 401 impaired waters, inspect, prepare a written report, and make repairs to
 402 BMP measures at the following intervals:

403
 404 **(a)** Weekly.

405
 406 **(b)** Within 24 hours of any rainfall of 0.25 inch or greater
 407 which occurs in a 24-hour period.

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

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

(a) Weekly.

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

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

(a) Weekly.

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

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

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

The Contractor's designated representative specified in Subsection 209.03(A)(2)(d) shall address any Site-Specific BMP deficiencies brought up by the Engineer immediately, including weekends and holidays, and complete work to fix the deficiencies by the close of the next work day if the problem does not require significant repair or replacement, or if the problem can be corrected through routine maintenance. Address any Site-Specific BMP deficiencies brought up by the State's Third-Party Inspector in the timeframe above or as specified in the Consent Decree or MS4 NPDES Permit, whichever is more stringent. The Consent Decree timeframe requirement applies statewide. The MS4 NPDES Permit only applies to Oahu. In this section, "immediately" means the Contractor shall take all reasonable measures to minimize or prevent discharge of pollutants until a permanent solution is installed and made operational. If a problem is identified at a time in the day in which it is too late to initiate repair, initiation of repair shall begin on the following work day. When installation of a new pollution prevention control or a significant repair is needed, complete installation or repair no later than

454 seven calendar days from the time of notification/Contractor discovery. Notify
455 the Engineer and document why it is infeasible to complete the installation or
456 repair within seven calendar days and complete the work as soon as
457 practicable and as agreed to by the Engineer. Address Site-Specific BMP
458 deficiencies discovered by the Contractor within the timeframe above. The
459 Contractor's failure to satisfactorily address these Site-Specific BMP
460 deficiencies, the Engineer reserves the right to employ outside assistance or
461 use the Engineer's own labor forces to provide necessary corrective
462 measures. The Engineer will charge the Contractor such incurred costs plus
463 any associated project engineering costs. The Engineer will make appropriate
464 deductions from the Contractor's monthly progress estimate. Failure to apply
465 Site-Specific BMP measures may result in one or more of the following:
466 assessment of liquidated damages, suspension, or cancellation of Contract
467 with the Contractor being fully responsible for all additional costs incurred by
468 the State.

469
470 **(C) Discharges of Storm Water Associated with Construction**
471 **Activities.** If work includes disturbance of one acre or more, an NPDES
472 Permit authorizing Discharges of Storm Water Associated with Construction
473 Activity (CWB-NOI Form C) or Individual Permit authorizing storm water
474 discharges associated with construction activity is required from the
475 Department of Health Clean Water Branch (DOH-CWB).

476
477 Do not begin construction activities until all required conditions of the
478 permit are met and submittals detailed in Subsection 209.03(A)(2) – Water
479 Pollution, Dust, and Erosion Control Submittals are completed and accepted in
480 writing by the Engineer.

481
482 **(D) Discharges Associated with Hydrotesting Activities.** If hydrotesting
483 activities require effluent discharge into State waters or drainage systems, an
484 NPDES Hydrotesting Waters Permit (CWB-NOI Form F) or Individual Permit
485 authorizing discharges associated with hydrotesting from DOH-CWB is
486 required from the DOH-CWB.

487
488 Do not begin hydrotesting activities until the DOH-CWB has issued an
489 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).
490 Conduct Hydrotesting operations in accordance with the conditions of the
491 permit or NGPC.

492
493 **(E) Discharges Associated with Dewatering Activities.** If dewatering
494 activities require effluent discharge into State waters or drainage systems, an
495 NPDES Dewatering Permit (CWB-NOI Form G) or Individual Permit
496 authorizing discharges associated with dewatering from DOH-CWB is required
497 from the DOH-CWB.

498

209.05

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

503
504 **(F) Solid Waste.** Submit the Solid Waste Disclosure Form for Construction
505 Sites to the Engineer within 21 calendar days of date of award. Provide a copy
506 of all the disposal receipts from the facility permitted by the Department of
507 Health to receive solid waste to the Engineer monthly. This should also
508 include documentation from any intermediary facility where solid waste is
509 handled or processed, or as directed by the Engineer.

510
511 **(G) Construction BMP Training.** The Contractor’s representative
512 responsible for development of the Site-Specific BMP Plan and implementation
513 of Site-Specific BMPs in the field shall attend the State’s Construction Best
514 Management Practices Training. The Contractor shall keep training logs
515 updated and readily available.

516
517 **209.04 Measurement.**

518
519 **(A)** Installation, maintenance, monitoring, and removal of BMP will be paid
520 on a lump sum basis. Measurement for payment will not apply.

521
522 **(B)** The Engineer will only measure additional water pollution, dust and
523 erosion control required and requested by the Engineer on a force account
524 basis in accordance with Subsection 109.06 – Force Account Provisions and
525 Compensation.

526
527 **209.05 Payment.** The Engineer will pay for accepted pay items listed below at
528 contract price per pay unit, as shown in the proposal schedule. Payment will be full
529 compensation for work prescribed in this section and contract documents.

530
531 The Engineer will pay for each of the following pay items when included in
532 proposal schedule:

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

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

546
547 No progress payment will be authorized until the Engineer accepts in writing
548 Site-Specific BMP or when the Contractor fails to maintain project site in accordance
549 with accepted BMP.

550
551 For all citations or fines received by the Department for non-compliance,
552 including compliance with NPDES Permit conditions, the Contractor shall reimburse
553 State within 30 calendar days for full amount of outstanding cost State has incurred,
554 or the Engineer will deduct cost from progress payment.

555
556 The Engineer will assess liquidated damages up to \$27,500 per day for non-
557 compliance of each BMP requirement and all other requirements in this section.
558

559 **Appendix A**

560

561 The following list identifies potential pollutant sources and corresponding
562 BMPs used to mitigate the pollutants. Each BMP is referenced to the
563 corresponding section of the current HDOT Construction Best Management
564 Practices Field Manual or appropriate Supplemental Sheets. The Manual may be
565 obtained from the HDOT Statewide Stormwater Management Program Website at
566 <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/> under
567 Construction Best Management Practices Field Manual. Supplemental BMP
568 sheets are located at [http://www.stormwaterhawaii.com/resources/contractors-](http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/)
569 [and-consultants/storm-water-pollution-prevention-plan-swppp/](http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/) under Concrete
570 Curing and Irrigation Water.
571

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
Construction debris, green waste, general litter	<ul style="list-style-type: none"> • Separate contaminated clean up materials from construction and demolition (C&D) wastes. • Provide waste containers (e.g., dumpster or trash receptacle) of sufficient size and number to contain construction and domestic wastes. • Inspect construction waste and recycling areas regularly. • Schedule solid waste collection regularly. • Schedule recycling activities based on construction/demolition phases. • Empty waste containers weekly or when they are two-thirds full, whichever is sooner. • Do not allow containers to overflow. Clean up immediately if they do. • On work days, clean up and dispose of waste in designated waste containers. • See Solid Waste Management Section SM-6 for additional requirements. • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. 	See Solid Waste Management Section SM-6. Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where applicable.
Materials associated with the operation and maintenance of equipment, such as oil, fuel, and hydraulic fluid leakage	<ul style="list-style-type: none"> • Use off-site wash racks, repair and maintenance facilities, and fueling sites when practical. • Designate bermed wash area if cleaning on site is necessary. • Place drip pans or drop cloths under vehicles and equipment to absorb spills or leaks. • Provide an ample supply of readily available spill cleanup materials. • Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly. • Do not clean surfaces or spills by hosing the area down. • Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge. • Inspect on-site vehicles and equipment regularly and immediately repair leaks. • Regularly inspect fueling areas and storage tanks. 	See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13, and Material Delivery, Storage and Material Use Sections SM-2 and SM-3, and Spill Prevention and Control SM-10.

573

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
	<ul style="list-style-type: none"> • <i>Train employees on proper maintenance and spill practices and procedures and fueling and cleanup procedures.</i> • <i>Store diesel fuel, oil, hydraulic fluid, or other petroleum products or other chemicals in water-tight containers and provide cover or secondary containment.</i> • <i>Do not remove original product labels and comply with manufacturer's labels for proper disposal.</i> • <i>Dispose of containers only after all the product has been used.</i> • <i>Dispose of or recycle oil or oily wastes according to Federal, State, and Local requirements.</i> • <i>Store soaps, detergents, or solvents under cover or other means to prevent contact with rainwater.</i> • <i>See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13 and Material Use Section SM-3 for additional requirements.</i> 	

574

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<p>Soil erosion from the disturbed areas</p>	<ul style="list-style-type: none"> • Provide Soil Stabilization, Slope Protection, Storm Drain Inlet Protection SC-2, Perimeter Controls and Sediment Barriers, Sediment Basins and Detention Ponds, Check Dams SC-9 ,Level Spreader SC-10, Paving Operations SM-19, Construction Road Stabilization EC-1, Controlling Storm Water Flowing Onto and Through the Project, Post-Construction BMPs, and Non-Structural BMPs (Employee Training SM-1, Scheduling SM-14, Location of Potential Sources of Sediment SM-15, Preservation of Existing Vegetation SM-16). • Delineate, and clearly mark off, with flags, tape, or other similar marking device all natural buffer areas defined in the SWPPP. • Preserve native topsoil where practicable. • In areas where vegetative stabilization will occur, restrict vehicle/equipment use in areas to avoid soil compaction or condition soil to promote vegetative growth. • For Storm Drain Inlet Protection, clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised. • Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same day in which it is found or by the end of the following work day if removal by the same day is not feasible. • Sediment basins shall be designed and maintained in accordance with HAR 11-55. • Minimize disturbance on steep slopes (Greater than 15% in grade). • If disturbance of steep slopes are unavoidable, phase disturbances and use stabilization techniques designed for steep grades. • For temporary drains and swales use velocity dissipation devices within and at the outlet to minimize erosive flow velocities. 	<p>Soil Stabilization</p> <ol style="list-style-type: none"> 1. SM-21 Topsoil Management 2. EC-5 Seeding and Planting 3. EC-6 Mulching 4. EC-7 Geotextiles and Mats <p>Slope Protection</p> <ol style="list-style-type: none"> 1. EC-5 Seeding and Planting 2. EC-6 Mulching 3. EC-7 Geotextiles and Mats 4. EC-9 Slope Roughening, Terracing, and Rounding 5. SC-11 Slope Drains and Subsurface Drains 6. SC-12 Top and Toe of Slope Diversion Ditches and Berms <p>SC-2 Storm Drain Inlet Protection</p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
		<p><i>Perimeter Controls and Sediment Barriers</i></p> <ol style="list-style-type: none"> 1. SC-1 Silt Fence 2. SC-5 Vegetated Filter Strips and Buffers 3. SC-8 Compost Filter Berm 4. SC-13 Sandbag Barrier 5. SC-14 Brush or Rock Filter <p><i>Sediment Basins and Detention Ponds</i></p> <ol style="list-style-type: none"> 1. SC-15 Sediment Trap 2. SC-16 Sediment Basin <p><i>SC-9 Check Dams</i></p> <p><i>SC-10 Level Spreader</i></p> <p><i>SM-19 Paving Operations</i></p> <p><i>EC-1 Construction Road Stabilization</i></p>

578

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
		<p><i>Controlling Storm Water Flowing onto and Through the Project</i></p> <ol style="list-style-type: none"> 1. <i>EC-8 Run-On Diversion</i> 2. <i>SC-6 Earth Dike</i> 3. <i>SC-7 Temporary Drains and Swales</i> <p><i>Post Construction BMPs</i></p> <ol style="list-style-type: none"> 1. <i>EC-4 Flared Culvert End Sections</i> 2. <i>SC-3 Rip-Rap and Gabion Inflow Protection</i> 3. <i>SC-4 Outlet Protection and Velocity Dissipation Devices</i> 4. <i>SM-21 Topsoil Management</i>

579

580

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
		<i>Non-Structural BMPs</i> 1. <i>SM-1 Employee Training</i> 2. <i>SM-14 Scheduling</i> 3. <i>SM-15 Location of Potential Sources of Sediment</i> 4. <i>SM-16 Preservation of Existing Vegetation</i>

581

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
Sediment from soil stockpiles	<ul style="list-style-type: none"> • Locate stockpiles a minimum of 50 feet or as far as practicable from concentrated runoff or outside of any natural buffers identified on the SWPPP. • Place bagged materials on pallets and under cover. • Provide physical diversion to protect stockpiles from concentrated runoff. • Cover stockpiles with plastic or comparable material when practicable. • Place silt fence, fiber filtration tubes, or straw wattles around stockpiles. • Do not hose down or sweep soil or sediment accumulated on pavement or other impervious surfaces into any storm water conveyance (unless connected to a sediment basin, sediment trap, or similarly effective control), storm drain inlet, or state water. • Unless infeasible, contain and securely protect stockpiles from the wind. • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. • See Protection of Stockpiles Section SM-4 for additional requirements. 	See Protection of Stockpiles Section SM-4. Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where applicable.
Emulsified asphalt or prime/tack coat	<ul style="list-style-type: none"> • Provide training for employees and contractors on proper material delivery and storage practices and procedures. • Restrict paving operations during wet weather to prevent paving materials from being discharged. • Use asphalt emulsions such as prime coat when possible. • Protect drain inlet structures and manholes during application of tack coat, seal coat, slurry seal, and fog seal. • Keep ample supplies of drip pans and absorbent materials on site. • Inspect inlet protection devices. • See Material Delivery and Storage Section SM-2 and Paving Operations Section SM-19 for additional requirements. • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. 	See Material Delivery and Storage Section SM-2 and Material Use Section SM-3, Paving Operations Section SM-19, Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where applicable.

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<p>Materials associated with painting, such as paint and paint wash solvent</p>	<ul style="list-style-type: none"> • Hazardous chemicals shall be well-labeled and stored in original containers. • Keep ample supply of cleanup materials on site. • Dispose container only after all of the product has been used. • Remove as much paint from brushes on painted surface. • Rinse from water-based paints shall be discharged into the sanitary sewer system where possible. If not, direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation. • Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies. • Do not dump liquid wastes into the storm drainage system. • Filter and re-use solvents and thinners. • Dispose of oil-based paints and residue as a hazardous waste. • Ensure collection, removal, and disposal of hazardous waste complies with regulations. • Immediately clean up spills and leaks • Properly store paints, solvents, and epoxy compounds. • Properly store and dispose waste materials generated from painting and structure repair and construction activities. • Mix paints in a covered and contained area when possible to minimize adverse impacts from spills. • Do not apply traffic paint or thermoplastic if rain is forecasted. • See Material Delivery and Storage Section SM-2, Material Use SM-3, Waste Management, Hazardous Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-20 for additional requirements. • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. 	<p>See Material Delivery and Storage Section SM-2, Material Use Section SM-3, Hazardous Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-20, Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where applicable.</p>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<p><i>Industrial chemicals, fertilizers, and/or pesticides</i></p>	<ul style="list-style-type: none"> • <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i> • <i>Keep ample supply of cleanup materials on site.</i> • <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i> • <i>Do not clean surfaces or spills by hosing the area down.</i> • <i>Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge.</i> • <i>Dispose container only after all of the product has been used.</i> • <i>Retain a complete set of material safety data sheets on site.</i> • <i>Store industrial chemicals in water-tight containers and provide either cover or secondary containment.</i> • <i>Provide cover when storing fertilizers or pesticides to prevent these chemicals from coming into contact with rainwater.</i> • <i>Restrict amount of pesticide prepared to quantity necessary for the current application.</i> • <i>Do not apply fertilizers or pesticides during or just before a rain event.</i> • <i>Do not apply to stormwater conveyance channels with flowing water.</i> • <i>Comply with fertilizer and pesticide manufacturer's recommended usage instructions.</i> • <i>Follow federal, state, and local laws regarding fertilizer application.</i> • <i>Do not dispose of toxic liquid wastes (solvents, used oils, and paints) or chemicals (additives, acids, and curing compounds) in dumpsters allocated for construction debris.</i> • <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations. Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</i> • <i>See Material Delivery and Storage Section SM2, Material Use SM-3, and Waste Management, Hazardous Waste Management Section SM-9 for additional requirements.</i> 	<p><i>See Material Delivery and Storage Section SM-2, Material Use Section SM-3, and Hazardous Waste Management Section SM-9, and Spill Prevention and Control SM-10</i></p>

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

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Metals and Building Materials</i>	<ul style="list-style-type: none"> • <i>Inspect construction waste and recycling areas regularly.</i> • <i>Schedule solid waste collection regularly.</i> • <i>If building materials or metals are stored on site (such as rebar or galvanized poles) store under cover under tarps or in containers.</i> • <i>Minimize the amount of material stored on site.</i> • <i>Do not stockpile uncovered metals or other building materials in close proximity to discharge points.</i> • <i>See Solid Waste Management Section SM-6 for additional requirements.</i> 	<i>See Solid Waste Management Section SM-6</i>
<i>Contaminated Soil</i>	<ul style="list-style-type: none"> • <i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Waste Management Section SM-9 for additional requirements.</i> • <i>At minimum contain contaminated material soil by surrounding with impermeable lined berms or cover exposed contaminated material with plastic sheets.</i> 	<i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Waste Management Section SM-9</i>
<i>Dust Control Water</i>	<ul style="list-style-type: none"> • <i>Do not over spray water for dust control purposes which will result in runoff from the area.</i> • <i>Apply water as conditions require.</i> • <i>Washing down of debris or dirt into drainage, sewage systems, or State waters is not allowed.</i> • <i>See Dust Control Section SM-18 for additional requirements.</i> 	<i>See Dust Control Section SM-18</i>
<i>Concrete Truck Wash Water</i>	<ul style="list-style-type: none"> • <i>Disposal of concrete truck wash water via percolation is prohibited.</i> • <i>Wash concrete-coated vehicles or equipment off-site or in the designated wash area.</i> • <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i> • <i>Runoff from the on-site concrete wash area shall be contained in a temporary pit or level bermed area where the concrete can set.</i> • <i>Design the area so that no overflow can occur due to inadequate wash area sizing or precipitation.</i> 	<i>See Waste Management, Concrete Waste Management Section SM-5</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
	<ul style="list-style-type: none"> • <i>The temporary pit shall be lined with plastic to prevent seepage of wash water into the ground.</i> • <i>Allow wash water to evaporate or collect wash water and all concrete debris in a concrete washout system bin.</i> • <i>Do not dump liquid wastes into storm drainage system.</i> • <i>Dispose of liquid and solid concrete wastes in compliance with federal, state, and local standards.</i> • <i>See Waste Management, Concrete Waste Management Section SM-5 for additional requirements.</i> 	
Sediment Track-Out	<ul style="list-style-type: none"> • <i>Include Stabilized Construction Entrance at all points that exit onto paved roads.</i> • <i>A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.</i> • <i>The pavement shall not be cleaned by washing down the street.</i> • <i>If sweeping is ineffective or it is necessary to wash the streets, wash water must be contained either by construction of a sump, diverting the water to an acceptable disposal area, or vacuuming the wash water.</i> • <i>Use BMPs for adjacent drainage structures.</i> • <i>Remove sediment tracked onto the street by the end of the day in which the track-out occurs.</i> • <i>Restrict vehicle use to properly designated exit points.</i> • <i>Include additional BMPs which remove sediment prior to exit when minimum dimensions can not be met.</i> • <i>See Stabilized Construction Entrance Section EC-2 for additional requirements.</i> 	See Stabilized Construction Entrance Section EC-2

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Irrigation Water</i>	<ul style="list-style-type: none"> • <i>Consider irrigation requirements.</i> • <i>Where possible, avoid species which require irrigation.</i> • <i>Design timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.</i> • <i>See Seeding and Planting Section EC-5 and California Stormwater BMP Handbook SD-12 Efficient Irrigation at http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/ under Irrigation Water for additional requirements.</i> 	<i>See Seeding and Planting Section EC-5 and California Stormwater BMP Handbook SD-12 Efficient Irrigation</i>
<i>Hydrotesting Effluent</i>	<ul style="list-style-type: none"> • <i>If work includes removing, relocation or installing waterlines, and Contractor elects to flush waterline or discharge hydrotesting effluent into State waters or drainage systems, the Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form F application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Hydrotesting Activities if necessary. Site-Specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i> 	<i>Site-Specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i>
<i>Dewatering Effluent</i>	<ul style="list-style-type: none"> • <i>If excavation or backfilling operations require dewatering, and Contractor elects to discharge dewatering effluent into State waters or existing drainage systems, Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form G application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Dewatering Activities if necessary. See Site Planning and General Practices, Dewatering Operations Section SM-17 for additional requirements.</i> 	<i>See Dewatering Operations SM-17. Site-Specific BMPs will be included in the NOI/NPDES Permit Form G submittal.</i>

Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Saw-cutting Slurry</i>	<ul style="list-style-type: none"> • <i>Saw cut slurry shall be removed from the site by vacuuming.</i> • <i>Provide storm drain protection during saw cutting. See Paving Operations Section SM-19 for additional requirements.</i> • <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i> 	<i>See Paving Operations Section SM-19, Storm Drain Inlet Protection SC-2, Perimeter sediment controls where applicable</i>
<i>Concrete Curing Water</i>	<ul style="list-style-type: none"> • <i>Avoid overspraying of curing compounds.</i> • <i>Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.</i> • <i>See California Stormwater BMP Handbook NS-12 Concrete Curing at http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/ under Concrete Curing for additional requirements.</i> 	<i>See California Stormwater BMP Handbook NS-12 Concrete Curing</i>
<i>Plaster Waste Water</i>	<ul style="list-style-type: none"> • <i>Direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i> • <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i> • <i>Any significant residual materials remaining on the ground after the completion of construction shall be removed and properly disposed. If the residual materials contaminate the soil, then the contaminated soil shall also be removed and properly disposed of.</i> • <i>Plaster waste water shall not be allowed to flow into drainage structures or State waters.</i> • <i>See Material Delivery and Storage Section SM-2, Material Use SM-3, and Hazardous Waste Management Section SM-9 for additional requirements.</i> 	<i>See Material Delivery and Storage Section SM-2, Material Use Section SM-3, and Hazardous Waste Management Section SM-9</i>

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Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
<i>Water-Jet Wash Water</i>	<ul style="list-style-type: none"> • <i>For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical.</i> • <i>See Vehicle and Equipment Cleaning Section SM-11 for additional information.</i> • <i>For Water-Jet Wash Water used to clean impervious surfaces, the runoff shall not be allowed to flow into drainage structures or State Waters.</i> 	<i>See Vehicle and Equipment Cleaning Section SM-11</i>
<i>Sanitary/Septic Waste</i>	<ul style="list-style-type: none"> • <i>Locate Sanitary facilities in a convenient place away from drainage facilities.</i> • <i>Position sanitary facilities so they are secure and will not be tipped over or knocked down.</i> • <i>Wastewater shall not be discharged to the ground or buried.</i> • <i>A licensed service provider shall maintain sanitary/septic facilities in good working order.</i> • <i>Schedule regular waste collection by a licensed transporter.</i> • <i>See Sanitary/Septic Waste Section SM-7 for additional requirements.</i> 	<i>See Sanitary/Septic Waste Section SM-7.</i>

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END OF SECTION 209

1 Amend **Section 301 – HOT MIX ASPHALT BASE COURSE** to read as follows:

2
3 **“SECTION 301 - HOT MIX ASPHALT BASE COURSE**

4
5 **301.01 Description.** This section describes furnishing and placing hot mix
6 asphalt base (HMAB) course on a prepared surface.

7
8 **301.02 Materials.**

9

10 Asphalt Cement (PG 64-16)	702.01A
11	
12 Asphalt Cement (Polymer Modified Asphalt Mix) (PG 64E-22)	702.01B
13	
14 Aggregate for Hot Mix Asphalt Base Course	703.03
15	
16 Filler	703.15
17	
18 Hydrated Lime	712.03

19

20 **(A) General.** HMAB shall include mixture of aggregate and asphalt
21 cement and may include reclaimed asphalt pavement (RAP) or filler, or both.

22
23 RAP is defined as removed or reprocessed pavement materials
24 containing asphalt and aggregates. Process RAP by crushing until 100
25 percent of RAP passes 1-1/4-inch sieve. Size, grade uniformly, and combine
26 materials such that blend of RAP and aggregate material conforms to grading
27 requirements of Subsection 703.03 - Aggregate for Hot Mix Asphalt Base
28 Course.

29
30 For batch plants, aggregate for HMAB may include RAP quantities up
31 to 30 percent of total mix weight. For drum dryer-mixer plants, aggregate for
32 HMAB may include RAP quantities up to 40 percent of total mix weight. Use
33 100 percent virgin aggregate only with written acceptance by the Engineer.

34
35 Furnish only one grade of asphalt cement for the project.

36
37 **(B) Job-Mix Formula and Tests.** Design job-mix formula in accordance
38 with procedures contained in current edition of Asphalt Institute’s *Mix Design*
39 *Methods for Asphalt Concrete and Other Hot Mix Types*, Manual Series No. 2
40 (MS-2) for either Marshall Method or Hveem Method of Mix Design.

41
42 Design asphalt content shall be between 3.8 percent and 5.7 percent,
43 based on total weight of mix. Meet job-mix formula design criteria specified
44 in Table 301.02-1 - Job Mix Formula Design Criteria.

TABLE 301.02-1 – JOB-MIX FORMULA DESIGN CRITERIA	
Hveem Method Mix Criteria (AASHTO T 246 and AASHTO T 247)	
Stability, minimum	37
Air Voids (percent) ¹	4 - 6
Marshall Method Mix Criteria (AASHTO T 245)	
Compaction (number of blows each end of specimen)	75
Stability, minimum (pounds)	1,800
Flow (x 0.01 inch)	8 - 16
Air Voids (percent) ¹	4 - 6
Voids In Mineral Aggregate (VMA), minimum (percent) ²	Table 401.02-3
Notes:	
1. Air Voids: AASHTO T 166 or AASHTO T 275; AASHTO T 209, AASHTO T 269.	
2. VMA: See Asphalt Institute Manual MS-2, Chapter 4.	

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(C) Submittals. Establish and submit job-mix formula for HMAB mixture as follows:

- (1) Design percent of aggregate passing each required sieve size.
- (2) Design asphalt content added to aggregate, based on total weight of mix.
- (3) Design proportion of processed RAP.
- (4) Design temperature of mixture at point of discharge at paver.
- (5) Source of aggregate.
- (6) Grade of asphalt cement.
- (7) Test data used to develop job-mix formula.

With the exception of item (4) in this subsection, if design requirements are modified after the Engineer accepts job-mix formula, submit new job-mix formula before using HMAB produced from modified mix design.

70 Submit certificate of compliance for asphalt cement, accompanied by
71 substantiating test data.

72
73 **(D) Range of Tolerances for HMAB.** Provide HMAB within allowable
74 tolerances of accepted job-mix formula as specified in Table 401.02-4 -
75 Range of Tolerances for HMA.

76
77 **301.03 Construction.** Construct HMAB course in accordance with Subsection
78 401.03 - Construction and this subsection.

79
80 **(A) Material Transfer Vehicle (MTV).** When placing HMAB, use of a
81 MTV will not be required.

82
83 **(B) Compaction.** Where compacted thickness is greater than 5 inches,
84 spread and compact mixture in two or more lifts approximately equal in
85 thickness. Maximum compacted thickness of one lift shall be 5 inches.

86
87 Compact mixture immediately upon completion of spreading
88 operations to density of not less than 92.0 percent of maximum theoretical
89 specific gravity in accordance with AASHTO T 209, modified by deletion of
90 Supplemental Procedure for Mixtures Containing Porous Aggregate.

91
92 **(C) HMAB Surface and Thickness Tolerances.** Place HMAB to a
93 thickness that when thoroughly compacted conforms to shape and dimension
94 indicated in the contract documents. Limit surface deviations to not more
95 than 1/2 inch above or below theoretical grade.

96
97 The combined thickness of HMAB and asphalt concrete pavement
98 shall be within 1/2 inch of combined thickness indicated in the contract
99 documents.

100
101 **301.04 Measurement.** When HMAB course is paid for per ton, the Engineer will
102 measure HMAB course per ton in accordance with contract documents. When
103 HMAB course is paid on a lump sum basis, measurement for payment will not apply.

104
105 **301.05 Payment.** The Engineer will pay for the accepted pay item listed below at
106 the contract price per pay unit, as shown in the proposal schedule. Payment will be
107 full compensation for the work prescribed in this section and the contract
108 documents.

109
110 The Engineer will pay for the following pay item when included in the
111 proposal schedule:

112 Pay Item	113 Pay Unit
114 Polymer Modified ACB	115 Ton

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(1) 80% of the contract unit price upon completion of submitting a job-mix formula acceptable to the Engineer; preparing the surface, spreading, and finishing the mixture; and compacting the mixture by rolling;

(2) 20% of the contract unit price upon completion of cutting samples from the compacted pavement for testing; placing and compacting the sampled area with new material conforming to the surrounding area; protecting the pavement; and final analysis.

The Engineer may, in lieu of requiring removal and replacement, use the sliding scale factor to accept HMAB compacted below 92.0 percent. The Engineer will make payment for the material in that production day at a reduced price arrived at by multiplying the contract unit price by the pay factor shown in Table 301.05-1 – Sliding Scale Pay Factor.

Table 301.05-1 – Sliding Scale Pay Factor	
Percent Compaction	Percent Payment
92.0 or greater	100
90.0 – 91.9	80
<90.0	Removal

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END OF SECTION 301

1 Amend **Section 401 – HOT MIX ASPHALT (HMA) PAVEMENT** to read as follows:

2
3 **“SECTION 401 - HOT MIX ASPHALT(HMA) PAVEMENT**

4
5 **401.01 Description.** This section describes furnishing and placing dense graded
6 HMA pavement (herein referred to as HMA) on a prepared surface.

7
8 **401.02 Materials.**

9
10 Asphalt Cement (PG 64-16) 702.01A

11
12 Use for non-surface mixes, unless otherwise specified in the project documents

13
14 Asphalt Cement (Polymer Modified Asphalt (PMA) Mix) (PG 64E-22) 702.01B

15
16 Use for all surface mixes, except for on Lanai and Molokai, and unless otherwise
17 specified in the project documents

18
19 Emulsified Asphalt 702.04

20
21 Warm Mix Asphalt Additive 702.06

22
23 Aggregate for Hot Mix Asphalt Pavement 703.09

24
25 Filler 703.15

26
27 Hydrated Lime or a liquid anti-strip approved by the engineer 712.03

28
29 **(A) General.** HMA pavement shall be plant mixed and shall include
30 mixture of aggregate and asphalt binder and may include reclaimed asphalt
31 pavement (RAP) or filler, or both.

32
33 The manufacture of HMA may include warm mix asphalt (WMA)
34 processes in accordance with these specifications. WMA processes include
35 combinations of organic additives, chemical additives, and foaming.

36
37 HMA pavement shall include surface course and may include one or
38 more binder courses, depending on HMA pavement thickness indicated in
39 the contract documents.

40
41 RAP is defined as removed or reprocessed pavement materials
42 containing asphalt and aggregates. Process RAP by crushing until 100
43 percent of RAP passes 3/4-inch sieve. Size, grade uniformly, and combine
44 materials such that blend of RAP and aggregate material conforms to grading
45 requirements of Subsection 703.09 - Aggregate for Hot Mix Asphalt
46 Pavement.

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In surface and binder courses, aggregate for HMA may include RAP quantities up to 20 percent of total mix weight.

Quantity of filler material to correct deficiencies in aggregate gradation passing the No. 200 sieve shall not exceed 3 percent by weight of fine aggregates.

(B) Job-Mix Formula and Tests. Design job-mix formula in accordance with procedures contained in current edition of Asphalt Institute's *Mix Design Methods for Asphalt Concrete and Other Hot Mix Types*, Manual Series No. 2 (MS-2) for either Marshall Method or Hveem Method of Mix Design.

Limit compacted lift thickness and asphalt content of job-mix formula as specified in Table 401.02-1 - Limits of Compacted Lift Thickness and Asphalt Content.

TABLE 401.02-1 - LIMITS OF COMPACTED LIFT THICKNESS AND ASPHALT CONTENT				
MIX NO.	II	III	IV, PMA	V
Minimum to Maximum Compacted Thickness for Individual Lifts (Inches)	2-1/4 to 3	2 to 3	1-1/2 to 3	1-1/4 to 3
Asphalt Content Limits (Percent of Total Weight of Mix)	3.8 to 6.1	4.3 to 6.1	4.3 to 6.5	4.8 to 7.0

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Asphalt content limits for porous aggregate may be exceeded only if it is requested ahead of placement and is reviewed then accepted in writing by the Engineer.

Meet job-mix formula design criteria specified in Table 401.02-2 - Job-Mix Formula Design Criteria.

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TABLE 401.02-2 - JOB-MIX FORMULA DESIGN CRITERIA	
Hveem Method Mix Criteria (AASHTO T 246 and AASHTO T 247)	
Stability, minimum	37
Air Voids (percent) ¹	3 - 5
Marshall Method Mix Criteria (AASHTO T 245)	
Compaction (number of blows each end of specimen)	75
Stability, minimum (pounds)	1,800
Flow (x 0.01 inch)	8 - 16
Air Voids (percent) ¹	3 - 5
Notes:	
1. Air Voids: AASHTO T 166 or AASHTO T 275; AASHTO T 209, AASHTO T 269.	

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Minimum percent voids in mineral aggregates (VMA) of job-mix formula shall be as specified in Table 401.02-3 - Minimum Percent Voids in Mineral Aggregates (VMA).

TABLE 401.02-3 - MINIMUM PERCENT VOIDS IN MINERAL AGGREGATES (VMA)					
Nominal Maximum Particle Size, (Inches)	1-1/2	1	3/4	1/2	3/8
VMA, (percent) ¹	11.0	12.0	13.0	14.0	15.0
Notes:					
1. VMA: See Asphalt Institute Manual MS-2					

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(C) Submittals. Establish and submit job-mix formula for each type of HMA pavement mix indicated in the contract documents a minimum of 30 days before paving production. Job mix shall include the following applicable information:

- (1) Design percent of aggregate passing each required sieve size.
- (2) Design percent of asphalt binder material (type determined by type of mix) added to the aggregate (expressed as % by weight of total mix),
- (3) Design proportion of processed RAP.
- (4) Design temperature of mixture at point of discharge at paver.

- 94 (5) Source of aggregate.
- 95
- 96 (6) Grade of asphalt binder.
- 97
- 98 (7) Test data used to develop job-mix formula.
- 99

100 Except for item (4) in this subsection, if design requirements are
 101 modified after the Engineer accepts job-mix formula, submit new job-mix
 102 formula before using HMA produced from modified mix design. Submit any
 103 changes to the design temperature of mixture at point of discharge for
 104 acceptance by the Engineer.

105
 106 Submit a certificate of compliance for the asphalt binder, accompanied
 107 by substantiating test data from a certified testing laboratory.

108
 109 **(D) Range of Tolerances for HMA.** Provide HMA within allowable
 110 tolerances of accepted job-mix formula as specified in Table 401.02-4 -
 111 Range of Tolerances These tolerances are not to be used for the design of
 112 the job mix, they are solely to be used during the testing of the production
 113 field sample of the HMA mix.

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TABLE 401.02-4 - RANGE OF TOLERANCES HMA	
Passing No. 4 and larger sieves (percent)	± 7.0
Passing No. 8 to No. 100 sieves (inclusive) (percent)	± 4.0
Passing No. 200 sieve (percent)	± 3.0
Asphalt Content (percent)	± 0.4
Mixture Temperature (degrees F)	± 20

115
 116 The tolerances shown are the allowable variance between the physical
 117 characteristics of laboratory job mix submitted mix design and the production
 118 or operational mix, i.e., field samples.

119
 120 **401.03 Construction.**

121
 122 **(A) Weather Limitations.** Placement of HMA shall not be allowed under
 123 the following conditions:

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- 125 (1) On wet surfaces, e.g., surface with ponding or running water,
- 126 surface that has aggregate or surface that appears beyond surface
- 127 saturated dry, as determined by the Engineer.
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(2) When air temperature is below 50 degrees F and falling. HMA may be applied when air temperature is above 40 degrees F and rising. Air temperature will be measured in shade and away from artificial heat.

(3) When weather conditions prevent proper method of construction.

(B) Equipment.

(1) **Mixing Plant.** Use mixing plants that conform to AASHTO M 156, supplemented as follows:

(a) All Plants.

1. **Automated Controls.** Control proportioning, mixing, and mix discharging automatically. When RAP is incorporated into mixture, provide positive controls for proportioning processed RAP.

2. **Dust Collector.** AASHTO M 156, Requirements for All Plants, Emission Controls is amended as follows:

Equip plant with dust collector. Dispose of collected material. In the case of baghouse dust collectors, dispose of collected material or return collected material uniformly.

3. **Modifications for Processing RAP.** When RAP is incorporated into mixture, modify mixing plant in accordance with plant manufacturer's recommendations to process RAP.

(b) Drum Dryer-Mixer Plants.

1. **Bins.** Provide separate bin in cold aggregate feeder for each individual aggregate stockpile in mix. Use bins of sufficient size to keep plant in continuous operation and of proper design to prevent overflow of material from one bin to another.

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2. Stockpiling Procedures. Separate aggregate for Mix II, Mix III and Mix IV into at least three stockpiles with different gradations as follows: coarse, intermediate, and fine. Separate aggregates for Mix V into at least two stockpiles. Stockpile RAP separately from virgin aggregates.

3. Checking Aggregate Stockpile. Check condition of the aggregate stockpile often enough to ensure that the aggregate is in optimal condition.

(c) Batch and Continuous Mix Plants.

1. Hot Aggregate Bin. Provide bin with three or more separate compartments for storage of screened aggregate fractions to be combined for mix. Make partitions between compartments tight and of sufficient height to prevent spillage of aggregate from one compartment into another.

2. Load Cells. Calibrated load cells may be used in batch plants instead of scales.

(2) Hauling Equipment. Use trucks that have tight, clean, smooth metal beds for hauling HMA.

Thinly coat truck beds with a minimum quantity of non-stripping release agent to prevent mixture from adhering to beds. Diesel or petroleum-based liquid release agents, except for paraffin oil, shall not be used. Drain excess release agent from truck bed before loading with HMA.

Provide a designated clean up area for the haul trucks.

Equip each truck with a tarpaulin conforming to the following:

- (a)** In good condition, without tears and holes.
- (b)** Large enough to be stretched tightly over truck bed, completely covering mix. The tarpaulin shall be secured in such a manner that it remains stretched tightly over truck bed and HMA mix until the bed is about to be raised up in preparation for discharge.

(3) Asphalt Pavers. Use asphalt pavers that are:

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- (a) Self-contained, power-propelled units.
- (b) Equipped with activated screed or strike-off assembly, heated if necessary.
- (c) Capable of spreading and finishing courses of HMA mixtures in lane widths applicable to typical section and thicknesses indicated in the contract documents.
- (d) Equipped with receiving hopper having sufficient capacity for uniform spreading operation.
- (e) Equipped with automatic feed controls to maintain uniform depth of material ahead of screed.
- (f) Equipped with automatic screed controls with sensors capable of sensing grade from outside reference line, sensing transverse slope of screed, and providing automatic signals to control screed grade and transverse slope.
- (g) Capable of operating at constant forward speeds consistent with satisfactory laying of mixture.
- (h) Equipped with a means of preventing the segregation of the coarse aggregate particles from the remainder of the bituminous plant mix when that mix is carried from the paver hopper back to the paver augers. The means and methods used shall be approved by the paver manufacturer and may consist of chain curtains, deflector plates, or other such devices and any combination of these.

The following specific requirements shall apply to the identified bituminous pavers:

1. **Blaw-Knox Bituminous Pavers.** Blaw-Knox bituminous pavers shall be equipped with the Blaw-Knox Materials Management Kit (MMK).
2. **Cedarapids Bituminous Pavers.** Cedarapids bituminous pavers shall be those that were manufactured in 1989 or later.

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3. Barber-Green/Caterpillar Bituminous Pavers.
Barber-Green/Caterpillar bituminous pavers shall be equipped with deflector plates as identified in the December 2000 Service Magazine entitled “New Asphalt Deflector Kit {6630, 6631, 6640}”.

Bituminous pavers not listed above shall have similar attachments or designs that shall make them equivalent to the bituminous pavers listed above. The Engineer will solely decide if it is equal to or better than the setups described for the equipment listed above.

Submit for review and acceptance, prior to the start of using the paver for the placing of plant mix, a full description in writing of the means and methods that will be used to prevent the bituminous paver from having both aggregate and temperature segregation. Use of any paver that has not been accepted is prohibited until acceptance of the paver is received from the Engineer. Any pavement placed with an unaccepted paver will be regarded as not compliant work and may not be paid for and may require removal.

Supply a Certificate of Compliance that verifies that the manufacturer’s approved means and methods used to prevent bituminous paver from having both aggregate and temperature segregation have been implemented on all pavers used on the project and are working in accordance with the manufacturer’s requirements and Contract Documents.

(4) Rollers. Rollers shall be self-propelled, steel-tired tandem, pneumatic-tired, or vibratory-type rollers capable of reversing without shoving or tearing the just placed HMA mixture. Provide sufficient number, sequencing, type, and rollers of sufficient weight to compact the mixture to required density while mixture is still in workable condition unless otherwise indicated in the Contract Documents. Equipment shall not excessively crush aggregate. Operate rollers in accordance with manufacturer's recommendations and Contract Documents. The use of intelligent compaction is encouraged and may be required elsewhere in the Contract Documents.

(a) Steel-Tired Tandem Rollers. Steel-tired tandem rollers used for initial breakdown or intermediate roller passes shall have minimum gross weight of 12 tons and shall provide minimum 250-pound weight per linear inch of width on drive wheel.

304 Steel-tired tandem rollers used for finish roller passes
305 shall have minimum total gross weight of 3 tons.
306

307 Do not use roller with grooved or pitted rolling drum or
308 worn scrapers or wetting pads. Replace excessively worn
309 scrapers and wetting pads before use.
310

311 **(b) Pneumatic-Tired Rollers.** Pneumatic-tired rollers shall
312 be oscillating-type, equipped with smooth-tread pneumatic tires
313 of equal size and diameter. Maintain tire pressure within 5
314 pounds per square inch of designated operational pressure
315 when hot. Space tires so that gaps between adjacent tires are
316 covered by following set of tires.
317

318 Pneumatic-tired rollers used for breakdown or
319 intermediate roller passes shall have a ballast capable of
320 establishing an operating weight per tire of not less than 3,000
321 pounds. Equip rollers with tires having minimum 20-inch wheel
322 diameter with tires inflated to 70 to 75 pounds per square inch
323 pressure when cold and 90 pounds per square inch when hot.
324 Equip rollers with skirt-type devices to maintain temperature of
325 tires during rolling operations.
326

327 Pneumatic-tired rollers used for kneading finished
328 asphalt surfaces shall have a ballast capable of establishing an
329 operating weight per tire of not less than 1,500 pounds. Equip
330 rollers with tires having minimum 15-inch wheel diameter with
331 tires inflated to 50 to 60 pounds per square inch pressure. If
332 required, equip rollers with skirt-type devices to maintain
333 temperature of tires during rolling operations.
334

335 **(c) Vibratory Rollers.** Vibratory rollers shall be steel-tired
336 tandem rollers having minimum total weight of 3 tons. Equip
337 vibratory rollers with amplitude and frequency controls and
338 speedometer. Operate vibratory roller in accordance with
339 manufacturer's recommendations. For very thin lifts, 1 inch or
340 less in thickness, vibratory rollers shall not be used in the
341 vibratory mode. Instead, operate the unit in the static mode.
342

343 **(5) Hand Tools.** Keep hand tools used in production, hauling, and
344 placement of HMA clean and free of contaminants. Diesel or mineral
345 spirits or other cleaning material that is potentially deleterious to HMA
346 may be used to clean hand tools providing:
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348 **(a)** It does not contaminate HMA with cleaning material.
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(b) Clean hand tools over catch pan with capacity to hold all the cleaning material.

(c) Remove all diesel or mineral spirits or other cleaning material that is potentially deleterious to HMA from hand tools before using with HMA.

(d) Hand tools used shall be in a condition such that it meets the requirements that it was manufactured for, e.g., a straightedge shall meet the straightness requirement of the manufacturer.

(6) Material Transfer Vehicle (MTV).

(a) Usage. MTV usage applies to surface courses of paving projects on all Islands except Lanai, unless otherwise indicated in the Contract Documents. When placing HMA surface course use MTV to independently deliver mixtures from hauling equipment to paving equipment. MTV usage will not be required for the following:

1. Projects with less than 1,000 tons of HMA.
2. Temporary pavements.
3. Bridge deck approaches.
4. Shoulders.
5. Tapers.
6. Turning lanes.
7. Driveways.
8. Areas with low overhead clearances.

(b) Equipment. When using MTV, install minimum 10-ton-capacity hopper insert in conventional paver hopper. Provide the following equipment:

1. High-capacity truck unloading system in MTV capable of receiving HMA from hauling equipment.
2. MTV storage bin with minimum 15-ton capacity.

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3. An auger mixing system in one of the following: the MTV storage bin, or paver hopper insert, or paver hopper to continuously mix HMA prior to discharging to the paver's conveyor system.

Avoid stop-and-go operations by coordinating plant production rate, number of haul units, and MTV and paver speeds to provide a continuous, uniform, segregation-free material flow and smooth HMA pavement. Maintain uniform paver speed to produce smooth pavements.

(c) Performance Evaluation. Evaluate the performance of MTV and mixing equipment by measuring mat temperature profile immediately behind paver screed on first day of paving and when it feels the need to do so due to perceived changes in performance or as directed by the Engineer.

Use a hand-held temperature device that has been calibrated within the past 12 months. It shall be an infrared temperature gun is capable of measuring in one degree or finer increments between the temperatures of 80 degrees to 400 degrees F with a laser to indicate where the temperature reading is being taken. Six temperature profile measurements shall be taken of mat surface using infrared temperature gun at 50-foot intervals behind paver. Each temperature profile shall consist of three surface temperature measurements taken transversely across the mat in approximately a straight line from screed while paver is operating. For each profile, temperatures shall be measured approximately 1 foot from each edge and in middle of mat. The difference between maximum and minimum temperature measurements for each temperature profile shall not exceed 10 degrees F. If any two or more temperature profiles exceeds the allowable 10-degree F temperature differential, halt paving operation and adjust MTV or mixing equipment to ensure that material placed by paver meets specified temperature requirements. Redo the measuring of mat temperature profile until adjustment of the MTV or mixing equipment is adequate. Submit all temperature profiles to the Engineer by next business day. Information on the report shall show location and temperature readings and time test was performed. Enough information shall be given, so the Engineer will be able to easily locate the test site of the individual measurement.

When requested temperature profile measurements shall be done in the presence of the Engineer.

442 Once adjustments are made, repeat measurement
443 procedure for the next two placements to verify that material
444 placed by paver meets specified temperature requirements.
445 Terminate paving if temperature profile requirements are not
446 met during repeated measurement procedure. If equipment
447 fails to meet requirements after measurement procedure is
448 repeated once, replace equipment before conducting any
449 further temperature profile measurements

450
451 The Engineer may perform surface temperature profile
452 measurements at any time during project. The Engineer may
453 in lieu of a hand-held infrared temperature device use an
454 infrared camera or device that is capable of measuring
455 temperatures to locate cold spots. If such cold spots exist, the
456 Engineer may require adjustments to the MTV.

457
458 If bleeding or fat spots occur in the pavement adjust
459 means and methods to eliminate such pavement defects and
460 perform remedial repair to pavement acceptable to the
461 Engineer. Bleeding is defined as excess binder occurring on
462 the surface of the pavement. It may create a shiny, glass-like,
463 reflective appearance and may be tacky to the touch. Fat spots
464 are localized bleeding.

465
466 **(d) Transport.**

467
468 **1. Trailered MTV.** Transport MTV by means of
469 truck-tractor/trailer combination in accordance with
470 Chapter 104 of Title 19, Department of Transportation,
471 entitled "The Movement by Permit of Oversize and
472 Overweight Vehicles on State Highways".

473
474 **2. Crossing Bridges for Self-Powered MTV.**
475 When self-powered MTV exceeds legal axle or total
476 weight limits for vehicles under the HRS, Chapter 291,
477 conform to the following when crossing bridges within
478 project limits unless otherwise indicated in the Contract
479 Documents:

- 480
481 **a.** Completely remove mix from MTV.
482
483 **b.** Move MTV at relatively constant speed not
484 exceeding 5 miles per hour. MTV will not be
485 allowed to stop on bridge.
486

487 c. No other vehicle or equipment will be
488 allowed on bridge.

489
490 d. The MTV shall not attempt to cross a
491 bridge where the posted load limit is less than or
492 equal to the weight of the MTV empty.
493 Permission to cross the bridge shall be obtained
494 from the Engineer and HWY-DB in writing.
495

496 **(C) Preparation of Surface.** Clean existing pavement in accordance with
497 Section 310 - Brooming Off. Apply tack coat in accordance with Section 407
498 - Tack Coat. Tack coat shall not be applied to surfaces to receive an
499 application of joint adhesive.
500

501 Where indicated in the Contract Documents, bring irregular surfaces
502 to uniform grade and cross section by furnishing and placing one or more
503 leveling courses of HMA Mix V. Spread leveling course in variable
504 thicknesses to eliminate irregularities in existing surface. Place leveling
505 course such that maximum depth of each course, when thoroughly
506 compacted to the Contract Documents' requirements, does not exceed 3
507 inches.
508

509 In multiple-lift leveling course construction, spread subsequent lifts
510 beyond edges of previously spread lifts in accordance with procedures
511 contained in current edition of the Asphalt Institute's *Construction of Hot Mix*
512 *Asphalt Pavements*, Manual Series No. 22 (MS-22) for leveling wedges.
513

514 Notify the Engineer of existing surfaces that may not be in a condition
515 that will have enough strength to be a good bonding surface or foundation
516 and should be removed or have remedial repairs done before new pavement
517 placement.
518

519 **(D) Plant Operation.**

520
521 **(1) Preparation of Asphalt Binder.** Uniformly heat asphalt binder
522 and provide continuous supply of heated asphalt cement from storage
523 to mixer. Do not heat asphalt binder above the recommendation of
524 the supplier for modified binders or above 350 degrees F for neat
525 binders.
526

527 **(2) Preparation of Aggregate.** Dry and heat aggregate material
528 at temperature sufficient to produce design temperature of job-mix
529 formula. Do not exceed 350 degrees F. Adjust heat source used for
530 drying and heating to avoid damage to and contamination of
531 aggregate. When dry, aggregate shall not contain more than 1
532 percent moisture by weight.

533 For batch plants, screen aggregates immediately after heating
534 and drying into three or more fractions. Convey aggregates into
535 separate compartments ready for batching and mixing with asphalt
536 binder.

537
538 **(3) Mixing.** Measure aggregate and asphalt; or aggregate, RAP,
539 and asphalt into mixer in accordance with an accepted job-mix
540 formula. Mix until components are completely mixed and adequately
541 coated with asphalt binder in accordance with AASHTO M 156.
542 Percent of coated particles shall be 95 percent when tested in
543 accordance with AASHTO T 195.

544
545 **(4) Plant Inspection.** For control and acceptance testing during
546 periods of production, provide a testing laboratory that meets the
547 requirements of AASHTO M 156. Provide space, utilities, and
548 equipment required for performing specified tests.

549
550 **(E) Spreading and Finishing.** Prior to each day's paving operation,
551 check screed or strike-off assembly surface with straight edge to ensure
552 straight alignment and there is no damage or wear to the machine that will
553 affect performance. Provide screed or strike-off assembly that produces
554 finished surface without tearing, shoving, and gouging HMA. Discontinue
555 using spreading equipment that leaves ridges, indentations, or other marks,
556 or combination thereof in surface that cannot be eliminated by rolling or
557 affects the final smoothness of the pavement or be prevented by adjustment
558 in operation.

559
560 Maintain HMA at minimum 250 degrees F temperature at discharge to
561 paver. The Engineer shall observe the contractor measuring the temperature
562 of mix in hauling vehicle just before depositing into spreader or paver or MTV.

563
564 Deposit HMA in a manner that minimizes segregation. Raise truck
565 beds with tailgates closed before discharging HMA.

566
567 Lay, spread, and strike off HMA upon prepared surface. Where
568 practical, use asphalt pavers to distribute mixture.

569
570 Where practical, control horizontal alignment using automatic grade
571 and slope controls from reference line, slope control device. Existing
572 pavements or features shall not be used for grade control alone.

573
574 Obtain sensor grade reference, horizontal alignment by using
575 established grade and slope controls. For subsequent passes, substitution
576 of one ski with joint-matching shoe riding on finished adjacent pavement is
577 acceptable. Use of a comparable non-contact mobile reference system and
578 joint matching shoe is acceptable.

579 Avoid stop-and-go operation. Maintain a constant forward speed of
580 paver during paving operation and minimize other methods that impact
581 smoothness.

582
583 Offset longitudinal joint in successive lifts by approximately 6 inches.
584 Incorporate into paving method an overlap of material of 1-inch +/- 0.5 inches
585 at the longitudinal joint. The HMA overlap material shall be left alone when
586 initially placed and shall not be bumped back or pushed back with a lute or
587 any other hand-held device. If the overlap exceeds the maximum amount,
588 remove the excess with a flat shovel, allowing recommended amount of
589 overlap HMA material to remain in place to be compacted. Do not throw the
590 removed excess HMA material on to the paving mat. The longitudinal joint
591 in a surface course when total roadway width is comprised of two lanes shall
592 be near the centerline of pavement or near lane lines when roadway is more
593 than two lanes in width. The longitudinal joint shall not be constructed in the
594 wheel path. Every effort should be made to not locate the longitudinal joint
595 under the longitudinal lane lines. Make a paving plan drawing showing how
596 the longitudinal joint will not be located in these areas.

597
598 Control the horizontal alignment of the longitudinal edge of the HMA
599 mat being installed so that the edge is parallel to the centerline or has a
600 uniform alignment, e.g., the edge of the mat is straight line or uniform curve,
601 no wavy edge, etc. to have a consistent amount of HMA material at the joint.

602
603 Check the compaction of the longitudinal joint during paving often
604 enough to ensure that it will meet the compaction requirements.

605
606 If nuclear gauges and ground penetrating radar are used as the
607 contractor's quality control method, they shall be properly calibrated and
608 periodically checked by comparison to cores taken from the pavement. The
609 use of sand as an aid in properly seating the gauge may also be considered
610 for improving the accuracy of the gauge.

611
612 In areas where irregularities or unavoidable obstacles make use of
613 mechanical spreading and finishing equipment impracticable, spread, rake,
614 and lute mixture by hand tools. For such areas, deposit, spread evenly, and
615 screed mixture to required compacted thickness.

616

617 Demonstrate competence of personnel operating grade and crown
618 control device before placing surface courses. If automatic control system
619 becomes inoperative during the day's work, the Engineer will permit the
620 Contractor to finish day's work using manual controls. The Engineer may
621 also allow additional HMA to be ordered and placed using manual controls if
622 it will provide a safer work site for the public to travel through. Do not resume
623 work until automatic control system is made operative. The Engineer may
624 waive requirement for electronic screed control device when paving gores,
625 shoulders, transitions, and miscellaneous reconstruction areas where the
626 use of the devices is not practical.

627
628 When production of HMA can be maintained and when practicable,
629 use pavers in echelon shall be used to place surface course in adjacent
630 lanes.

631
632 At the end of each workday, HMA pavement that is open to traffic shall
633 not extend beyond the panel of the adjacent new lane pavement by more
634 than the distance normally placed in one workday. At end of each day's
635 production, construct tapered transitions along all longitudinal and transverse
636 pavement drop-offs; this shall apply to areas where existing pavement is to
637 meet newly placed pavement. Use slopes of 6:1 for longitudinal taper
638 transitions and 48:1 for transverse tapered transitions. Maximum drop-off
639 height along the joints shall be 3 inches. Also, using a 48:1 slope provides a
640 taper around any protruding object, e.g., manholes, drain boxes, survey
641 monuments, inlets, etc., that may be above pavement surface when opened
642 to the public. If the object is below the surface of the pavement then fill the
643 depression until it is level with the surrounding pavement or raise depressed
644 objects to the finish grade of the placed pavement. Remove and dispose of
645 all transition tapers before placing adjoining panel or next layer of HMA.
646 Notify traveling public of pavement drop-offs or raised objects with signs
647 placed in every direction of traffic that may use and encounter pavement
648 drop-offs or protruding objects or holes.

649
650 Use the same taper rates for areas where there is a difference in
651 elevation due to construction work.

652
653 At end of each workweek, complete full width of the roadway's
654 pavement, including shoulders, to same elevation with no drop-offs.

655
656 **(F) Compaction.** Immediately after spreading and striking off HMA and
657 adjusting surface irregularities, uniformly compact mixture by rolling.

658
659 Initiate compaction at highest mix temperature allowing compaction
660 without excessive horizontal movement. Temperature shall not be less than
661 220 degrees F.

663 Finish rolling using tandem roller while HMA temperature is at or
664 above 175 degrees F.

665
666 On superelevated curves, begin rolling at lower edge and progress to
667 higher edge by overlapping of longitudinal trips parallel to centerline.

668
669 If necessary, repair damage immediately using rakes and fresh mix.
670 Do not displace line and grade of HMA edges during rolling.

671
672 Keep roller wheels properly moistened with water or water mixed with
673 small quantities of detergent. Use of excess liquid, diesel, and petroleum-
674 based liquids will not be allowed on rollers.

675
676 Along forms, curbs, headers, walls and other places not accessible to
677 rollers, compact mixture with hot hand tampers, smoothing irons, or
678 mechanical tampers. On depressed areas, trench roller or cleated
679 compression strips under roller may be used to transmit compression.

680
681 Before the start of compaction or during compaction or both remove
682 pavement that is loose, broken, or contaminated, or combination thereof;
683 pavement that shows an excess or deficiency in asphalt binder content; and
684 pavement that is defective in any way. Replace with fresh HMA pavement of
685 same type, and compact. Remove and replace defective pavement and
686 compact at no increase in contract price or contract time.

687
688 Operate rollers at slow and uniform speed with no sudden stops. The
689 drive wheels shall be nearest to the paver. Continue rolling to attain specified
690 density and until roller marks are eliminated.

691
692 Rollers shall not be parked on the pavement placed that day or shift.

693
694 **(1) HMA Pavement Courses One and a Half Inches Thick or**
695 **Greater.** Where HMA pavement compacted thickness indicated in the
696 Contract Documents is 1-1/2 inches or greater, compact to not less
697 than 93.0 percent nor greater than 97.0 percent of the maximum
698 specific gravity determined in accordance with AASHTO T 209,
699 modified by deletion of Supplemental Procedure for Mixtures
700 Containing Porous Aggregate.

701
702 Place HMA pavement in individual lifts that are within minimum
703 and maximum allowable compacted thickness for various types of
704 mixture as specified in Table 401.02-1 - Limits of Compacted Lift
705 Thickness and Asphalt Content.
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(2) HMA Pavement Courses Less Than One and a Half Inches Thick. Where HMA pavement compacted thickness indicated in the contract documents is less than 1-1/2 inches, compaction to a specified density will not be required.

Use only non-vibratory, steel-tired, tandem roller. Roll entire surface with minimum of two roller passes. A roller pass is defined as one trip of the roller in one direction over any one spot.

For intermediate rolling, roll entire surface with minimum of four passes of roller.

Finish rolling using steel-tired, tandem roller. Continue rolling until entire surface has been compacted with minimum of three passes of roller, and roller marks have been eliminated.

Do not use rollers that will excessively crush aggregate.

(3) HMA Pavement Courses One and a Half Inches Thick or Greater In Special Areas Not Designated For Vehicular Traffic.

For areas such as bikeways that are not part of roadway and other areas not subjected to vehicular traffic, compact to not less than 90.0 percent of maximum specific gravity determined in accordance with AASHTO T 209, modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate. Increase asphalt content by at least 0.5 percent above that used for HMA pavements designed for vehicular traffic. Paved shoulders shall be compacted in the same manner as pavements designed for vehicular traffic.

(G) Joints, Trimming Edges and Utility Marking. At HMA pavement connections to existing pavements, make joints vertical to depth of new pavement. Saw cut existing pavement and cold plane in accordance with Section 415 - Cold Planing of Existing Pavement to depth equal to thickness of surface course or as indicated in the Contract Documents.

At HMA connections to previously placed lifts, form transverse joints by cutting back on previous run to expose full depth of course. Dispose of material trimmed from edges. Protect end of freshly laid mixture from rollers.

Before and after paving, identify and mark location of existing utility manholes, valves, and handholes on finished surface. Adjust existing frames and covers and valve boxes to final pavement finish grade in accordance with Section 604 - Manholes, Inlets and Catch Basins and Section 626 - Manholes and Valve Boxes for Water and Sewer Systems.

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(1) Longitudinal joints. Submit for review the means and methods that will be used to install longitudinal joints at the required compaction and density. The Engineer may allow a waiver to the Contract Documents by allowing the compaction of the HMA at the longitudinal joints to be no lower than 90.0 percent of the maximum specific gravity determined in accordance with AASHTO T 209, modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate. The air voids at the longitudinal joints shall not exceed 10 percent. Verify the compaction of the longitudinal joints meets the Contract Documents' requirements by using non-destructive testing methods during paving and submit the results on the daily quality control test reports.

Overband all longitudinal joints within the entire lot represented by the non-compliant core, PG binder seal coat, or other type of joint enrichment accepted by the Engineer when the longitudinal joints are found to have less than 93.0 percent but is no less than 90 percent of the maximum specific gravity or has an air void that exceeds 10 percent. The overband shall not decrease the skid resistance of the pavement under any ambient weather condition. Submit overband material's catalog cuts, test results and application procedure for review and acceptance by the Engineer before use. Center the overband over the longitudinal joint. The overband shall be placed in a uniform width and horizontal alignment. The overband shall have no holidays or streaking in its placement. The width of the overband shall be based on how the longitudinal joint was constructed or as directed by the Engineer. If a butt joint is used, the overband width shall be a minimum of 12-inches. For butt wedge or wedge joints the overband width shall be the width of the wedge plus an additional six-inches minimum. Replace any pavement markings damaged or soiled by the overband remedial repair process.

For longitudinal joints that have a compaction of less than 90 percent of the maximum specific gravity; removal may be required by the Engineer instead of overbanding the non-compliant joint. The Engineer will solely decide if removal or overbanding is required. If removal is required, it shall be the material on one side of the longitudinal joint for the full width of the mat for the paving day. The Engineer will solely decide which material shall be used.

Persistent low compaction results may be cause to suspend work and remove non-conforming work. During the suspension of paving, revise means and methods used in constructing longitudinal joints and submit to the Engineer for review and acceptance. Suspension may occur when:

(1) Two or more longitudinal joints tests fail to meet the minimum compaction

798 (2) One sample reveals that the joint compaction is 90 percent or
799 less.

800
801 (3) The maximum air void requirement exceeds 10 percent.

802
803 Test for compaction and density regardless of layer thickness.
804 Compaction and density shall be determined by using six-inch diameter or
805 larger cores instead of four-inch diameter cores. For longitudinal joints made
806 using butt joints cores shall be taken over the joint with half of the core being
807 on each side of the joint. For longitudinal joints using butt wedge joints,
808 center core over the center of the wedge so that 50 percent of the material is
809 from the most recently paved material and the remaining 50 percent of the
810 core is from the material used to pave the previous layer. One core shall be
811 taken at a maximum of every 250 tons of longitudinal joint and any fraction
812 of that length for each day of paving with a minimum of one core taken for
813 each longitudinal joint per day. Cores taken for the testing of the longitudinal
814 joint may be used to determine pavement thickness.

815
816 Compaction results for longitudinal joints until January 1, 2023 will not
817 be included in any Sliding Scale Pay Factor for Compaction payment
818 calculation. After, January 1, 2023 it will be included.

819
820 **(H) HMA Pavement Samples.** Obtain test samples from compacted
821 HMA pavement within 72 hours of lay down. Provide minimum 4-inch
822 diameter cores consisting of undisturbed, full-depth portion of compacted
823 mixture taken at locations designated by the Engineer in accordance with the
824 “Sampling and Testing Guide for Acceptance and Verification” in Hawaii DOT
825 Highways Division, *Quality Assurance Manual for Materials*, Appendix 3.
826 Cores shall be taken in the presence of the Engineer. Turn cores over to
827 Engineer immediately after cores have been taken.

828
829 For pavement samples for longitudinal joints provide 6-inch diameter
830 cores minimum. For pavement samples for other than longitudinal joints
831 4-inch diameter cores minimum shall be taken. All cores shall consist of
832 undisturbed, full-depth of the lift of the compacted mixture taken at locations
833 designated by the Engineer in accordance with the “Sampling and Testing
834 Guide for Acceptance and Verification” in Hawaii DOT Highways Division,
835 *Quality Assurance Manual for Materials*, appendix 3. Coring of longitudinal
836 joints shall use a modified HDOT Sampling and Testing Guide as required
837 by the Contract Documents.

838

839 Cores that separate shall indicate to the Engineer that there is
840 insufficient bonding of layers. Modify the previously used paving means and
841 methods to prevent future debonding of layers. Debonding of a core sample
842 after adjustment of the Contractor's methods will be an indication of
843 continued non-conforming work and the Engineer may direct removal of the
844 layer at no additional cost or contract time.

845
846 Restore HMA pavement immediately after obtaining samples. Clean core
847 hole and walls of all deleterious material that will prevent the complete filling
848 of the core hole and the bonding of the new HMA to the existing. Apply tack
849 coat to vertical faces of sample holes. Fill sampled area with new HMA
850 pavement of same type as that removed. If hand compaction is used; fill in
851 layers not exceeding the minimum thickness stated in Table 401.02-1 - Limits
852 of Compacted Lift Thickness And Asphalt Content. Compact each layer to
853 compaction requirements. If Mechanical Compaction methods are used, then
854 layers may be the maximum layer thickness stated in Table 401.02-1 - Limits
855 of Compacted Lift Thickness And Asphalt Content. Using tires or hand
856 tamping to compact the HMA material to restore the pavement shall not be
857 considered as mechanical compaction.

858
859 Only sample and test leveling course if 1-1/2 inches or greater. No
860 compaction requirements for less than 1-1/2 inches.

861
862 **(I) HMA Pavement Thickness Tolerances.**

863
864 The Engineer will measure thickness of pavement by cores obtained
865 by the Contractor in accordance with HDOT TM 09-19 Field Sampling
866 Bituminous Material after Compaction (Obtaining Cores). The Engineer will
867 measure cores in accordance with HDOT TM 09-19, except that
868 measurement will be taken to nearest one thousandth of an inch; and
869 average of such measurements will be taken to nearest one hundredth of an
870 inch.

871
872 Thickness of finished HMA pavement shall be within 0.25 inch of
873 thickness indicated in the Contract Documents. Pavement not meeting the
874 thickness requirements of the Contract Documents may be required by the
875 Engineer to be removed and replaced.

876
877 Corrective methods taken on pavement exceeding specified
878 tolerances, e.g., insufficient thickness by methods accepted by the Engineer,
879 including removal and replacement, shall be at no increase in contract price
880 or contract time.

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882 The checking of pavement thickness shall be done after all remedial
883 repairs, e.g., smoothness compliance repairs, compaction, have been
884 completed, reviewed, and accepted by the Engineer.

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(J) Quality Control Using New Technology. The Engineer and MTRB reserves the right to utilize new technology and methods to improve the detection of noncompliant work on the project. The technology or method may be used to locate defects in the work, e.g., ground penetrating radar to locate delaminations, moisture damage, thin sections, voids, non-compliant compaction, other non-destructive testing to locate flaws. The defect will be verified by the methods stated in the Contract Documents or by other established conventional means. If the technology or method has already been accepted elsewhere or has standardized testing procedures the results may be judged acceptable by the Engineer and no further testing will be required. These new technologies and methods may be used for the selection of sampling locations.

(K) Protection of HMA Pavement. Except for construction equipment directly connected with paving operations, keep traffic off HMA pavement.

Protect HMA pavement from damage until it has cooled and set.

Do not refuel equipment or clean equipment or hand tools over paved surfaces unless catch pan or device that will contain spilled fuel and other products is provided. After completion of refueling or cleaning, remove catch pan or device without spilling any of the collected content.

Do not park roller or other paving equipment on HMA pavement paved within 24 hours of laydown.

(L) Pavement Joint Adhesive

(1) Pavement Joint Adhesive on Joints. Use on all asphalt pavement construction where joints are formed at such locations but not limited to the following:

(a) Adjacent asphalt pavements, e.g., trafficked lanes, shoulders, etc.

(b) Asphalt pavement and adjacent concrete pavement or curb and gutter or any other surface where the bonding of the asphalt pavement and concrete surface is desired,

(c) Transverse joints between asphalt pavements not placed at the same time or if the pavement's temperature on one side of the joint is below the minimum temperature the mix can be at, during asphalt pavement compaction or installation.

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(d) Cut face of an existing pavement where it will have new HMA pavement placed against it, e.g., utility trenches, partial or full depth repairs, etc.

Pavement joint adhesive is not required on a longitudinal construction joint between adjacent hot mix asphalt pavements formed by echelon paving. Echelon paving is defined as paving multiple lanes side-by-side with adjacent pavers slightly offset at the same time.

A longitudinal construction joint between one shift's work and another shall have pavement joint adhesive applied at the joint. Any longitudinal construction joint formed, with the temperature on one side of the joint that is below the minimum temperature the mix can be when compacted to contract requirements during asphalt pavement installation, shall have pavement joint adhesive applied at the joint.

(2) **Material requirements.** Asphalt joint adhesive shall meet requirements as specified in Table 401.03-1 - Asphalt Joint Adhesive Specifications.

TABLE 401.03-1 – ASPHALT JOINT ADHESIVE SPECIFICATIONS		
TEST		SPECIFICATION
Brookfield Viscosity, 204 °C [400 °F]	ASTM D 3236	4,000-10,000 cp
Cone Penetration, 25 °C [77 °F]	ASTM D 5329	60-100 dmm
Resilience, 25 °C [77 °F]	ASTM D 5329	30% minimum
Ductility, 25 °C [77 °F]	ASTM D 113	30 cm minimum
Ductility, 4 °C [39.2 °F]	ASTM D 113	30 cm minimum
Tensile Adhesion, 25 °C [77 °F]	ASTM D 5329	500% minimum
Softening Point	ASTM D 36	77 °C [170 °F] min.
Asphalt Compatibility	ASTM D 5329	Pass

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(3) **Construction Requirements for Asphalt Joint Adhesive**

(a) **Equipment Requirements.** Use a jacketed double boiler type melting unit, with both agitation and recirculation systems. Provide a pressure feed wand application system.

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(b) Material Handling. Submit a copy of the manufacturer's recommendations for heating, re-heating, and applying the joint adhesive material. Follow manufacturer's recommendations. Do not remove the joint adhesive from the package until immediately before it is placed in the melter. Joint adhesive boxes must be clearly marked with the name of the manufacturer, the trade name of the adhesive, the manufacturer's batch and lot number, the application/pour temperature, and the safe heating temperature. Feed additional material into the melter at a rate equal to the rate of material used.

Verify the pouring temperature of the joint adhesive at least once per hour at the point of discharge. Stop production if the adhesive falls below the recommended application/pour temperature. When the temperature of the adhesive exceeds the maximum safe heating temperature, stop production, empty the melter, and dispose of that adhesive in an environmentally safe method. No payment will be made for this material or its disposal.

Do not blend or mix different manufacturer's brands or different types of adhesives.

(c) Joint Adhesive Application: The face of the joint that the new asphalt pavement will bind to shall be clean and dry before the joint adhesive is applied. Apply the pavement joint adhesive material to the entire face of the surface where HMA pavement shall be installed. The thickness of the asphalt adhesive application shall be approximately 1/8 inch. Use an application shoe attached to the end of application wand. Do not overlap the joint by greater than 1/2-inch at the top of the joint or two-inches at the bottom of the joint. Apply the joint adhesive immediately in front of the paving operation. If the adhesive is tracked by construction vehicles, repair the damaged area, and restrict traffic from driving on the adhesive.

(d) Field Sampling. Take a sample during each shift from the application wand during the first 20 minutes of placing sealant from each melter on the Project in the presence of the Engineer.

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Each sample shall consist of two aluminum or steel sample containers with the capacity to hold five pounds of sealant each. The two sampling containers shall be labeled with Contractor's name; project name and number; date and time sample taken; location of where material was used at, e.g., from where to where it was used at in stations; manufacturer and lot number of the sealant. Each container shall be numbered one of two, or two of two. Turn over samples to Engineer without Engineer losing sight of the sample. The Engineer reserves the right to conduct supplementary sampling and testing of the sealant material.

1. Document the locations where the material came from, each lot number of sealant that is placed and submit the document to the Engineer within 2 working days of placement.

2. If a field sample fails to meet any or all of the requirements in Table 401.03-1 - Asphalt Joint Adhesive Specifications; the work completed using the material from the lot that the field sample represents, shall be subject to a five percent reduction in the contract price of the lift of the HMA pavement it was used on; for example, if two lanes are paved and the longitudinal joint between the two lanes uses material not meeting the contract requirements both of the lanes' asphalt pavement used for both lanes will be subject to a price reduction. If the joint was between an existing pavement and a new the price reduction will be based on the new pavement.

3. Overband with PG binder seal coat or other type of joint enrichment material over the entire length of the joint where the use of non-compliant material occurred.

4. Width of the overband shall follow the criteria used for low density longitudinal joints. In areas where the joint was formed with a curb or gutter use a joint sealer acceptable to the Engineer.

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(M) Pavement Smoothness Rideability Test. Perform surface profile tests frequently to ensure that the means and methods being used produces pavement that is compliant with the Contract Document's surface profile smoothness requirement. Test the pavement surface for smoothness with High-Speed Inertial Profiler to determine the International Roughness Index (IRI) of the pavement. For the locations determined by the Engineer, a 10-foot straightedge shall be used to measure smoothness.

All smoothness testing must be performed with the presence of the Engineer. The High-Speed Inertial Profiler operator shall be a certified operator by MTRB or the manufacturer.

The High-Speed Inertial Profiler operator's certification shall be no older than five years old at the date of the Notice to Proceed and at the day of the pavement profile measurement.

All submittals shall be sent directly to MTRB.

The finished pavement shall comply to all the following requirements:

(a) Smoothness Test using 10-Foot Straightedge (Manual or rolling) The 10-foot straightedge is used to Identify the locations that vary more than 3/16 inch from the lower edge when the 10-foot straightedge is laid on finished pavement on the direction parallel with the centerline or perpendicular to centerline. Remove the high points that cause the surface to exceed that 3/16 inch tolerance by grinding.

The Contractor shall use a 10-foot straightedge for the following locations:

1. Construction joints where a day's paving ended and another day's began.
2. Longitudinal profiling parallel to centerline, when within 15 feet of a bridge approach or existing pavement which is being joined.
3. Transverse profiling of cross slopes, approaches, and as otherwise directed with respect to the requirements below:
 - a) Lay the straightedge in a direction perpendicular to the centerline.

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b) When pavement abuts bridge approaches or pavement not under this Contract, ensure that the longitudinal slope deviations of the finished pavement comply with Contract Document's requirements.

c) Short pavement sections up to 250 feet long, including both mainline and non-mainline sections on tangent sections and on horizontal curves with a centerline radius of curve less than 1,000 feet.

d) Within a superelevation transition on horizontal curves having centerline curve radius less than 1,000 feet, e.g., curves, turn lanes, ramps, tapers, and other non-mainline pavements.

e) Within 15 feet of transverse joint that separates pavement from existing pavement not constructed under the contract, or from bridge deck or approach slab for longitudinal profiling.

f) As otherwise directed by the Engineer.

4. The Engineer may confine the checking of through traffic lanes with the straightedge to joints and obvious irregularities or choose to use it at locations not specifically stated in this Section.

(b) High-Speed Inertial Profiler

There shall be a minimum 3 profile runs per lane, for each wheel path (left and right) which is approximately three feet from edge lane line. The segment length shall be 0.1 mi. The final segments in a lane that are less than 0.1 mi shall be evaluated as an independent segment and pay adjustments will be prorated for length. The profiles shall be taken in the direction of traffic only.

The latest version of FHWA ProVal software shall be used to conduct profile analysis to determine IRI and areas of localized roughness. The IRI values shall be reported in units of in/mi. For localized roughness, apply 250-mm filter on ProVal on Smoothness.

Additional runs may be required by the Engineer if the data indicate a lack of repeatability of results. A 92% agreement is required for repeatability and IRI values shall have at minimum a 95% confidence level.

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(N) Required Pavement Smoothness

The IRI for the left and right wheel paths in an individual lane will be computed and then averaged to determine the Mean Roughness Index (MRI) values. The MRI will be used to determine acceptance and pay adjustment. Each lane shall be tested and evaluated separately.

There are three (3) categories of acceptable MRI values:

Category	Description	MRI
Type A	Three or more HMA Lifts	Shall not exceed 60 in/mi
Type B	Two HMA Lifts	Shall not exceed 70 in/mi
Type C	One HMA Lift	Shall not exceed 75 in/mi

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For the location where a 10-foot manual straightedge is required, the surface shall not vary more than 3/16 inch from the lower edge of a straightedge.

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For any pavement segments not able to meet the above requirements and not waived by the Engineer, remedial repair acceptable to the Engineer or removal of pavement shall be performed. No reduction of contract price for these areas will be an acceptable remedy.

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No pre-final inspection, final inspection, and substantial completion granted will be made until the pavement meets smoothness requirement and other Contract Document requirements and all required profile reports are submitted to the Engineer and MTRB and are accepted.

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(O) Request for Acceptance Profile Testing by the Department.

The Contractor shall submit a written request to the Engineer to perform an acceptance profile test.

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The request shall be made at least 30 days before desired testing date and shall include an approximate acceptance profile testing date, a plan view drawing of the area to be tested with the limits of the test area highlighted. The Contractor's profile test results of the area to be tested shall be submitted to the Engineer at least 15 days before the scheduled profile testing date.

1162 No acceptance testing will be made without the submittal of the
1163 Contractor pavement profile test results and required drawing. Failure to
1164 submit the pavement profile results and required drawing by the stated
1165 deadline or by an Engineer accepted deadline date will be considered a
1166 cancellation of the acceptance test and the Contractor shall request another
1167 profile test date. The Contractor shall reimburse HDOT for any incurred cost
1168 related to any Contractor-caused cancellation or a deduction to the monthly
1169 payment will be made.

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1171 **(P) Department Requirements for Acceptance Profile Testing.** When
1172 a request for testing is made, the requested area to be tested shall be 100%
1173 of the total area indicated to be paved in the Contract Documents unless the
1174 requirement is waived by the Engineer and MTRB.

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1176 Department acceptance surface tests will not be performed earlier
1177 than 14 days after HMA placement.

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1179 Clean debris and clear obstructions from area to be tested, as well as
1180 a minimum of 100 feet before and beyond the area to be tested before testing
1181 starts for use as staging areas. Provide traffic control for all profile testing.

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1183 The Engineer or MTRB or both may cancel the profile testing if the test
1184 area is not sufficiently clean, traffic control is unsatisfactory, or the area is not
1185 a safe work environment or test area does not meet Contract Document
1186 requirements. This canceled profile test will count as one profile test.

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1189 **(Q) Cost of Acceptance Profile Testing by The Department.** The
1190 Engineer, MTRB, or State's Third-Party Consultant will perform one initial
1191 profile test, at no cost to the Contractor for each area to be tested.

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1193 The Department's High-Speed Inertial Profiler pavement profile will be
1194 used to determine if the pavement's profile, i.e., smoothness is acceptable.

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1196 If the profile of the pavement does not meet the requirements of the
1197 Contract Documents, the Contractor shall perform remedial work, i.e.
1198 corrective work then retest the area to ensure that the area has the required
1199 MRI, i.e., smoothness, before requesting another profile test by the Engineer.

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1201 **(1) Additional testing.** Additional testing, by the Department
1202 beyond the initial test will be performed at cost to the Contractor as
1203 follows:

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1205 **(a)** \$2,500 per test will be required when Department
1206 personnel or State's Third-Party Consultant is used.

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(R) Remedial Work for Pavements.

- (1)** The Contractor shall notify the Engineer at least 24 hours prior to commencement of the corrective work. The Contractor shall not commence corrective work until the methods and procedure have been approved in writing by the Engineer.
- (2)** All smoothness corrective work for areas of localized roughness shall be for the entire lane width. Pavement cross slope shall be maintained through corrective areas.
- (3)** The remedial repair areas shall be neat, rectangular areas having a uniform surface appearance.
- (4)** If grinding is used on HMA pavement, the surface shall have nearly invisible grinding marks to passing motorist. Coat surface with a coating acceptable to the Engineer or MTRB to restore original impermeability level.
- (5)** Other methods may include milling and overlaying HMA pavement. The length, depth of the milling and the replacement material will be solely decided by the Engineer.
- (6)** The finished repaired pavement surface shall leave no ridges or valleys or fins of pavement other than those allowed below.
- (7)** Remedial repairs shall not leave any drainage structures' inlets higher than the surrounding pavement or alter the Contract Document's drainage pattern.
- (8)** For items in the pavement other than drainage structures, e.g., manhole frame and covers, survey monuments, expansion joints etc., the finish pavement, ground or not, shall not be more than 1/4 inch in elevation difference. Submit to the Engineer remedial repair method to correct these conditions for acceptance.
- (9)** Do not grind pavement to smooth or polished finish, i.e., do not decrease the friction coefficient of the pavement.
- (10)** When the Engineer determines that the ground pavement surface is smooth or has a polished finish, i.e., has the appearance to the Engineer that the roadway surface's coefficient of friction has decreased, submit remedial repair method to correct the condition.

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(11) Pick up immediately grinding operation residue by using a vacuum attached to grinding machine or other method acceptable to the Engineer.

(a) Any remaining residue shall be picked up before the end of shift or before the area is open to traffic, whichever is earlier.

(b) Prevent residue from flowing across pavement or from being left on pavement surface or both.

(c) Residue shall not be allowed to enter the drainage system.

(d) The residue shall not be allowed to dry or remain on the pavement.

(e) Dispose of all material that is the result of the remedial repair operation, e.g., HMA residue, wastewater, and dust at a legal facility.

(12) Use of bush hammers and other impact devices shall not be used for pavement surface remediation.

(13) Complete corrective work before determining pavement thickness for HMA pavements in accordance with Subsection 401.03(I) – HMA Pavement Thickness Tolerances.

(14) All HMA wearing surface areas that have been ground shall receive a coating, e.g., a coating material that will restore any lost impermeability of the HMA due to the grinding of the surface. The coating used shall not be picked up or tracked by passing vehicles or be degraded after a short period of time has passed, i.e., it shall have a service life equal to or greater than the HMA pavement. The coating shall not decrease the pavement's friction value. The coating's limits shall be the full width of the lane regardless how small. If the remedial repair area extends into the next lane, then the repair area will be full lane width also. Extend the length of coating areas in order for the coating area to look like the rest of the road and does not have patches on it, i.e., make the road look uniform in color. The coating shall be of a color that matches the surrounding pavement. The areas receiving the coating shall not be open to traffic until it has cured enough so that it cannot be picked up or tracked by passing vehicles or degrade. Submit means and methods of the coating and type of coating to the Engineer or MTRB for review and acceptance. Do not proceed with the coating without acceptance from the Engineer.

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(15) Recompacting cold HMA, i.e., HMA that has reached ambient temperature is not an acceptable remedial repair method.

(16) Replace all pavement markings damaged or discolored by remedial repairs.

(S) Pavement Smoothness and Acceptance.

(1) Price and payment in various paving sections, e.g., 401 (Hot Mix Asphalt Pavement), shall be full compensation for all work and materials specified in the various paving sections and this section, including but not limited to furnishing all labor, materials, tools, equipment, testing, incidentals and for doing all work involved in micro milling, milling,(cold planing), grinding existing or new pavement, removing residue, cleaning the pavement, necessary disposal of residue, furnishing of any water or air used in cleaning the pavement and any other related ancillary work or material or services. Also, it includes any remedial work, e.g., re-paving, surface grinding, application of a coating, curing compound, and replacement of damaged pavement markings.

(2) The contract price in those sections may be adjusted for pavement smoothness by the Engineer. The pavement smoothness contract unit price adjustments and work acceptance will be made in accordance with the following schedules

1323
1324

Category	MIRI (in/mi)	Pay Adjustment \$ per 0.1 mi
Type A (Three or more HMA Lifts)	<30.0	\$580
	30.0- less than 35.0	\$480
	35.0- less than 40.0	\$380
	40.0- less than 45.0	\$280
	45.0- less than 50.0	\$180
	50.0- less than 55.0	\$80
	55.0- less than 60.0	\$0
	> 60.0	Corrective Work
Type B (Two HMA Lifts)	<35.0	\$420
	35.0- less than 40.0	\$360
	40.0- less than 45.0	\$300
	45.0- less than 50.0	\$240
	50.0- less than 55.0	\$180
	55.0- less than 60.0	\$120
	60.0 less than 65.0	\$60
	65.0 less than 70.0	\$0
	> 70.0	Corrective Work
Type C (One HMA Lift)	<40.0	\$280
	40.0- less than 45.0	\$240
	45.0- less than 50.0	\$200
	50.0- less than 55.0	\$160
	55.0- less than 60.0	\$120
	60.0- less than 65.0	\$80
	65.0- less than 70.0	\$40
	70.0- less than 75.0	\$0
	> 75.0	Corrective Work

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(3) Pay Pavement Smoothness Incentive will be based on the initial measured MIRI for both left and right wheel path, prior to any corrective work for the 0.10-mile section.

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(a) The Pavement Smoothness Incentive will be computed using the plan surface area of pavement shown in the Contract Documents. This Pavement Smoothness Incentive will apply to the total area of the 0.10-mile section for the lane width represented by MRI for the same lane. It does not include any other price adjustments specified in the Contract Documents. Those price adjustments will be, for each adjustment, calculated separately using the original contract price to determine the amount of adjustment to be made to the contract price.

(b) There will be no disincentive price adjustments to the contract prices since a remedial repair is required in lieu of a reduction of contract prices since pavement smoothness and ride quality is of utmost importance.

(c) Localized Roughness. The Engineer will determine areas of localized roughness using the average profile from both wheel paths. The Engineer may waive localized roughness requirements for deficiencies resulting from manholes or other similar appurtenances. Adjust manholes or other similar appurtenances so that using a 10-ft. straightedge the area around that manhole or other similar appurtenance shall not have more than 3/16-in. variation between any 2 contacts on the straightedge.

1) Corrective Action. Use an Engineer accepted method to remove localized roughness. For asphalt concrete pavements, fog-seal the aggregate exposed from diamond grinding.

2) Reprofile the corrected area and provide the Engineer the results that show the corrective action, i.e., remedial repairs were successful.

1364 (d) Incentives will not apply to areas where payment
 1365 deductions or remedial repairs could be made or has been
 1366 made for non-compliant work, e.g., low compaction, thin
 1367 pavement, thermal segregation, low compressive or flexural
 1368 strength, non-compliant alignment. Incentives will also not
 1369 apply to areas where corrective work was required to meet
 1370 contract smoothness requirements. All areas where corrective
 1371 work was performed shall be tested again to ensure the
 1372 smoothness requirements are met. Corrective work shall be
 1373 repeated until it meets the smoothness requirement of the
 1374 Contract Documents and any other Contract Documents'
 1375 requirement. Removal of non-compliant work will be tested for
 1376 compliance until it is determined by the Engineer to be
 1377 compliant to the requirements of the Contract Documents.
 1378

1379 (e) There will be no incentive price adjustments to the
 1380 contract prices regardless of the pavement meeting the
 1381 Contract Documents' requirements for incentive contract price
 1382 adjustment, when 25% of the total area paved of that particular
 1383 type of pavement on the project has failed to meet any of the
 1384 Contract document requirements, e.g., smoothness, thickness,
 1385 unit weight, asphalt content, pavement defects, compaction,
 1386 flexural or compressive strength. Areas exempt from the
 1387 smoothness requirements may not be included in the total area
 1388 calculation unless it is non-compliant.
 1389

1390 (f) For contracts using lump sum the method described in
 1391 Subsection 104.06 Methods of Price Adjustment paragraph (3),
 1392 will be used to calculated proportionate unit price, i.e., the
 1393 Engineer's calculated theoretical unit price. This calculated
 1394 proportionate unit price will be used to calculate the unit price
 1395 adjustment.
 1396

1397 **401.04 Measurement.**

1398
 1399 (A) The Engineer will measure PMA pavement per ton in accordance with
 1400 the Contract Documents.
 1401

1402 (B) Engineer will measure additional State pavement profiling work when
1403 applicable on a cost-plus basis as specified in this section and as ordered by
1404 Engineer. The Engineer will issue a billing for the pavement profile work done
1405 for the time period with the invoices and receipts that the billing was based
1406 on attached to the Contractor for each contract item. The Contractor's
1407 pavement profile work required in this section will not be measured and will
1408 be considered incidental to the various paving items unless stated otherwise.
1409

1410 **401.05 Payment.** The Engineer will pay for the accepted PMA pavement at the
1411 contract price per pay unit, as shown in the proposal schedule. Payment will be full
1412 compensation for the work prescribed in this section and the contract documents.
1413

1414 (A) Price and payment in Section 401 – HMA Pavement will be full
1415 compensation for all work and materials specified in this Section including
1416 furnishing all labor, materials, tools, equipment, testing, pavement profiles
1417 and incidentals and for doing all work involved in grinding existing or new
1418 pavement, removing residue, and cleaning the pavement, including
1419 necessary disposal of residue and furnishing any water or air used in
1420 cleaning the pavement and remedial work needed to conform to the
1421 requirements of the Contract Documents.
1422

1423 (B) No payment for the Contractor's pavement profile work required in this
1424 section will be made. The Contractor's pavement profile work shall be
1425 considered incidental to the various paving items unless stated otherwise.
1426

1427 (C) Engineer will pay or deduct for the following pay items when included
1428 in proposal schedule:
1429

1430 Pay Item	1431 Pay Unit
1432 Pavement Smoothness Incentive	1433 Allowance
1434 PMA Pavement, Mix No. _____	1435 Ton

1436 (1) 70% of the contract unit price or the theoretical calculated unit
1437 price upon completion of submitting a job-mix formula acceptable to
1438 the Engineer; preparing the surface, spreading, and finishing the
1439 mixture; and compacting the mixture.
1440

1441 (2) 20% of the contract unit price or the theoretical calculated unit
1442 price upon completion of cutting samples from the compacted
1443 pavement for testing; placing and compacting the sampled area with
1444 new material conforming to the surrounding area; protecting the
1445 pavement; and compaction acceptance. Maintain temporary
1446 pavement markings and other temporary work zone items, maintain a
1447 clean work site.

1448
1449 (3) 10% of the contract unit price or calculate the unit price when
1450 the final configuration of the pavement markings is in place.

1451
1452 The Engineer will pay for adjusting existing frames and covers and valve
1453 boxes in accordance with and under Section 604 – Manholes, Inlets and Catch
1454 Basins. Adjustments for existing street survey monument frames and covers will be
1455 paid for as if each were a valve box frame and cover.

1456
1457 The Engineer may, at its sole discretion, in lieu of requiring removal and
1458 replacement, use the sliding scale factor to accept HMA pavements compacted
1459 below 93.0 percent and above 97.0 percent. The Engineer will make payment for
1460 the material in that production day, if the Engineer decides to use a sliding scale
1461 factor, at a reduced price arrived at by multiplying the contract unit price by the pay
1462 factor. The Engineer is not obligated to allow non-compliant work to remain in place
1463 and may at any time chose not to use a sliding scale factor method of payment and
1464 instead require removal of the noncompliant pavement that is greater than 97.0 or
1465 less than 93.0.

1466
1467 In compliance with Subsection 105.12 Removal of Non-Conforming and
1468 Unauthorized Work remove and replace HMA compacted below 90.0 percent.

1469
1470 The Engineer will solely decide if the noncompliant work would be acceptable
1471 if a reduced payment for the noncompliant work is made. The Engineer is not
1472 obligated to allow noncompliant work to remain in place and may at any time choose
1473 not to use a sliding scale factor method of payment as a method of resolution.
1474 Instead, utilize the remedy allowed in Subsection 105.12 Removal of Non-
1475 Conforming and Unauthorized Work, requiring removal of the noncompliant
1476 pavement, shall be used.

1477
1478 Such a reduced payment, if made and accepted by the Contractor, shall be
1479 a mutually agreeable resolution to the noncompliant work being addressed. If it is
1480 not mutually acceptable, the noncompliant work shall be removed. If the reduced
1481 payment is acceptable; the Engineer will make the reduced payments for the
1482 noncompliant work in accordance with Table 401.05-2 - Sliding Scale Pay Factor
1483 for Compaction. The amount of tonnage to be reduced will be determined by the
1484 Engineer by using the initial cores taken on the mat. No additional cores shall be
1485 taken to determine the limits of the non-compliant area unless requested by the
1486 Engineer.

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The Engineer, for determining the reduced tonnage for noncompliant work, will assume the level of compaction is linear and will proportion the compaction level from the last core that indicated an acceptable compaction level to the nearest core indicating a noncompliant compaction level to determine the calculated limit of acceptable compaction. The length will be the linear distance between the cores measured along the baseline. If there is no core that was taken for the shift's or day's work that were compliant then the limit will be the end or start of the day's or shift's work. The width will be the nominal paving width. Use the day's specific gravity of the mix to determine tonnage. The thickness will be the nominal paving thickness.

The total reduced noncompliant tonnage to be paid will be determined by multiplying the applicable percent of reduction by the computed tonnage of the noncompliant work. Percent of Quantity Paid shall be the percentage shown in Table 401.05-2 - Sliding Scale Pay Factor for Compaction. The reduced tonnage shall be used as the payment quantity for the noncompliant work. The reduced quantity paid that is used for the monthly payment will be arrived at by multiplying the contract unit price by the reduced tonnage.

Table 401.05-2 – Sliding Scale Pay Factor for Compaction	
Percent Compaction	Percent of Quantity Paid
> 98.0	Removal
>97.0 - 98.0	95
93.0- 97.0	100
90.0 - <93.0	80
<90.0	Removal

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END OF SECTION 401

1 Amend **Section 412 – PAVING FABRIC** to read as follows:

2
3 **“SECTION 412 – PAVING FABRIC**

4
5 **412.01 Description.** This section describes furnishing and placing
6 paving fabric at locations shown on the plans.

7
8 **412.02 Materials.**

9
10 Asphalt Cement (Polymer Modified Asphalt Mix(PG 64E-22) 702.01B

11
12 Geotextiles for Paving Applications 716.04

13
14 **412.03 Construction.** Paving fabric shall be Rapid Repair PG100 as
15 manufactured by Tensar International Corporation. The surface shall be
16 prepared and the paving fabric shall be placed per the manufacturer’s
17 recommendations and as shown on sheet 7.

18
19 **412.04 Method of Measurement.** The Engineer will measure paving
20 fabric per square yard of finished fabric surface, not including overlaps, in
21 accordance with the contract documents.

22
23 **412.05 Payment.** The Engineer will pay for the accepted pay items
24 listed below at the contract price per unit, as shown in the proposal schedule.
25 Payment will be full compensation for the work prescribed in this section and the
26 contract documents.

27
28 The Engineer will pay for each of the following pay items when included in
29 the proposal schedule:

30

Pay Item	Pay Unit
Rapid Repair PG100 or Pre-Approved Equal	Square Yard”

31
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38 **END OF SECTION 412**

1 **SECTION 415 – COLD PLANING OF EXISTING PAVEMENT**

2
3 Make the following amendments to said Sections:

4
5 **(I)** Amend **Section 415.04 Measurement**, from line 67 to 68 to read as
6 follows:

7
8 **“415.04 Measurement.**

9
10 **(A)** Cold Planing will be paid on a lump sum basis. Measurement for
11 payment will not apply.

12
13 **(II)** Amend **Section 415.05 Payment**, from line 70 to 79 to read as follows:

14
15 **“415.05 Payment.** The Engineer will pay for the accepted pay items
16 listed below at the contract price per pay unit, as shown in the proposal schedule.
17 Payment will be full compensation for the work prescribed in this section and the
18 contract documents.

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

22

Pay Item	Pay Unit
(A) Cold Planing	Lump Sum”

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31 **END OF SECTION 415**

1 Amend **Section 503 – CONCRETE STRUCTURES** to read as follows:

2
3 **“SECTION 503 - CONCRETE STRUCTURES**

4
5 **503.01 Description.** This section describes preparation of the existing
6 concrete thermal panels for placement of asphalt paving over existing concrete
7 panels at locations shown on the plans. This includes filling in the gap between
8 panels and anchor holes.

9
10 **503.02 Materials.**

11
12 Non-shrink Grout 712.04(A)

13
14 **503.03 Construction.** Concrete repair non-shrink grout shall be Rapid
15 Set CEMENT ALL as manufactured by CTS Cement Manufacturing Corp. The
16 surface shall be prepared and application of the Rapid Set CEMENT ALL shall
17 be per the manufacturer’s recommendations and as shown on sheet 7.

18
19 **503.04 Method of Measurement.** The Engineer will pay for the
20 preparation of concrete thermal panels on a force account basis in accordance
21 with Subsection 109.06 – Force Account Provisions and Compensation.
22 Payment will be full compensation for the work prescribed in this section, by the
23 Engineer, and in the contract documents.

24
25 The Engineer will pay for the following pay item when included in the
26 proposal schedule:

27

Pay Item	Pay Unit
Preparation of Concrete Thermal Panels	Force Account”

28
29
30
31
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34

35 **END OF SECTION 503**

36

SECTION 629 - PAVEMENT MARKINGS

Make the following amendments to said Section:

(I) Amend **Subsection 629.03(B) – Temporary Pavement Markings** by revising the third paragraph from line 62 to 63 to read:

“Maintain and replace temporary pavement markings, flexible delineators, and barricades. ”

(II) Amend **Table 629.03 – 1 – Temporary Pavement Markings** to read as follows:

“TABLE 629.03-1 TEMPORARY PAVEMENT MARKINGS	
TYPE	PAVEMENT MARKINGS
Passing Permitted - Both Sides	Single 4-inch yellow stripe 5 feet in length spaced 20 feet on center with Type D markers spaced 40 feet on center and located on center of 5-foot length of stripe.
Passing Prohibited - Both Sides	Double solid 4-inch yellow stripes with Type D markers placed 20 feet on center on one of 4-inch yellow stripes selected by the Engineer.
Passing Permitted - One Side Only	Single continuous 4-inch yellow stripe with Type D markers placed on stripe 20 feet on center on no-passing side and single 4-inch yellow stripes 5 feet in length spaced 20 feet on center on passing side.
Lane Lines - Lane Changing Permitted	Single 4-inch yellow or white stripe 5 feet in length spaced 20 feet on center with Type C or Type D markers spaced 40 feet on center.
Lane Lines - Lane Changing Prohibited	Double solid 4-inch white stripes with Type C markers placed 20 feet on center on one of the 4-inch white stripes selected by the Engineer.
Crosswalk	Two 12-inch white transverse lines spaced 8 feet on center or as ordered by the Engineer.
Stop Line	Single 12-inch white transverse line.
Note: Paint may be used for temporary markings in areas where final paving is not complete.”	

16 (III) Amend **629.04 – Measurement** by revising lines 292 to 294 to read as
17 follows:

18
19 **“629.04 Measurement.**

20
21 (A) The Engineer will measure thermoplastic and preformed
22 pavement marking tape per linear foot in accordance with the contract
23 documents. The longitudinal pavement markings will be measured per
24 linear foot as a single stripe for the width specified in the contract and
25 in the proposal. The Engineer will include the longitudinal gaps for skip
26 striping, up to thirty (30) feet long, in the measurement.

27
28 The Engineer will not measure temporary pavement markings
29 including flexible delineator posts with reflector markers or Type I
30 Barricades and temporary signs installed for the longitudinal guidance
31 of public traffic over reconstructed areas, cold planed surfaces, newly
32 paved surfaces or other unmarked or scarified areas for payment.

33
34 The Contractor shall consider the work required for the removal
35 of pavement markings incidental to the various contract items, except
36 as provided in the proposal or elsewhere in the contract.

37
38 (B) The Engineer will measure the pavement markers per each for
39 the types shown in the proposal.

40
41 (C) The Engineer will measure the painted stripes that are twelve
42 (12) inches wide or less as a single stripe. The Engineer will measure
43 the painted stripes over twelve (12) inches wide as two (2) stripes.
44 The Engineer will measure the double stripes that are twelve (12)
45 inches or less in total width including the transverse space between the
46 stripes as a single stripe.

47
48 The Engineer will measure the longitudinal pavement markings
49 by the linear foot or per gallon according to the contract. Longitudinal
50 gaps for skip striping that are 30 feet or less will be included in the
51 measurement.”

52
53 (IV) Amend **629.05 – Payment** by revising lines 296 to 330 to read as follows:

54
55 **“629.05 Payment.**

56
57 (A) The Engineer will pay for thermoplastic and preformed
58 pavement marking tape at the contract price per linear foot according
59 to the contract, complete in place, including primers.

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The Engineer will pay for double four (4) inch striping with a four (4) inch space between stripes at the contract price per linear foot according to the contract.

The contract unit price paid shall be full compensation for furnishing labors, materials, tools, equipment and incidentals and for doing the work involved in furnishing and installing pavement markings complete in place according to the contract.

The Engineer will not pay for the temporary pavement markings including flexible delineator posts with reflector markers or Type I Barricades and temporary signs installed for the longitudinal guidance of public traffic over reconstructed areas, cold planed surfaces, newly paved surfaces or other unmarked or scarified areas for payment if not shown in the proposal separately. The Engineer will consider them incidental to the various contract items.

(B) The Engineer will pay for the various types of pavement markers at the contract price per each according to the contract, complete in place, including adhesives.

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

Pay Item	Pay Unit
_____ - Inch Pavement Striping (Type ____ Tape or Thermoplastic)	Linear Foot
Type ____ Pavement Marker	Each"

END OF SECTION 629

1
2 **SECTION 632 – MARKERS**

3 Make the following amendment to said Section:

4
5 (I) Amend **Section 632.04 - Measurement** by replacing lines 79 to 81 to read:

6
7 “**632.04 Measurement.** The Engineer will not measure reflector marker for
8 payment.”

9
10 (II) Amend **Section 632.05 – Payment** by replacing lines 83 to 100 to read:

11
12 “**632.05 Payment.** The Engineer will not pay for reflector marker separately
13 and will consider the cost for reflector markers as included in the contract prices
14 for the various guardrail contract pay items. The cost is for the work prescribed
15 in this section and the contract documents.”

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21 **END OF SECTION 632**
22

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

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3 **“SECTION 636 – E-CONSTRUCTION**

4
5
6 **636.01 Description.** This section specifies requirements for performing the
7 Project in a “paperless” manner, using electronic tools for all submittals,
8 communications, quantity tracking, testing and sampling, scheduling, quality control,
9 and performance monitoring as applicable

10
11 **636.02 General Requirements.** As directed by the Engineer, the Contractor
12 shall pay for and implement the use of the E-Construction platform(s). Paper-
13 based or hard copy submittals will not be accepted. The Engineer will ensure the
14 Contractor is provided training regarding the use and implementation of the
15 platform(s). All PDF files created inside of, and imported into the system(s) should
16 be OCR compatible.

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

23
24 **636.03 Construction**

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

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

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

43
44 **(C) Correspondence.** Electronic mail (email) shall be the preferred
45 method of electronic communication. All communications that affect project
46 scope, schedule, cost, or quality, including changes and requests for information,
47 shall be submitted in the E-Construction platform.

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

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

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

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

636.04 Measurement. The Engineer will measure the fee for the license(s) associated with the “E-Construction Program” on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

There will be no additional compensation for implementation or use of the E-Construction platform in compliance with the requirements herein.

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

636.05 Payment. The Engineer will pay for the fee for the license(s) for the E-construction Program on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation. Payment will be full

94 compensation for the “E-Construction” licensing fee as prescribed in this section
95 and contract documents. The actual amount to be paid will be the sum shown on
96 the accepted force account records whether this sum be more or less than the
97 estimated amount allocated in the proposal schedule.”

98	Pay Item	Pay Unit
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101	E-Construction license(s)	Force Account
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END SECTION 636

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 Hawaiian Hoary Bat (*Lasiurus cinereus*
6 *semotus*), Hawaiian goose (*Branta (Nesochen) sandvicensis*), Hawaiian petrel
7 (*Pterodroma sandwichensis*), band-rumped storm-petrel (*Oceanodroma castro*),
8 the threatened Newell’s shearwater (*Puffinus newelli*), and State listed Hawaiian
9 Hawk (*Buteo solitarius*) are in the general vicinity of the proposed project that
10 may transit or visit the proposed project. The contractor shall protect these
11 endangered species throughout the construction duration. The Contractor shall
12 also minimize the spread of Rapid Ohia Death.
13

14 **671.02 Materials.** None
15

16 **671.03 Construction.**
17

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

21 **(1)** Hawaiian Hoary Bats nest in both exotic and native woody
22 vegetation. To minimize impacts to the Hawaiian Hoary Bat,
23 there shall be no disturbance, removal, or trimming of woody
24 plants greater than 15 feet (4.6 meters) tall during the
25 birthing and pup rearing season (June 1 through September
26 15). If this cannot be avoided, no work shall be done without
27 first consulting The Department of Land and Natural
28 Resources, Division of Forestry and Wildlife (DOFAW).
29

30 Additionally, barbed wire shall not be used for fencing.
31

32 **(2)** The Hawaiian Goose has potential to occur in the vicinity of
33 the project area and shall not be approached, fed, or
34 disturbed in any way. If any Hawaiian Goose is present
35 during construction activities, then all activities within 100
36 feet (30 meters) should cease, and the bird should not be
37 approached. Work may continue after the bird leaves the
38 area of its own accord.
39

40 If Hawaiian Goose are observed loafing or foraging within
41 the project area during the breeding season (September 1
42 through April 30), a nest survey shall be conducted in and
43 around the project area by a biologist familiar with the
44 nesting behavior of Hawaiian Goose prior to the resumption
45 of any work. Surveys will be repeated after any delay of
46 work of three or more days. If a nest is identified within 150
47 feet of the work area, all work shall cease and the United

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States Department of Interior Fish and Wildlife Service (USFWL) and the Hawaii Branch DOFAW Office shall be contacted at (808) 974-4221 immediately for further guidance.

In areas where Hawaiian Goose are known to be present, reduced speed limits will be posted and implemented and project personnel and contractors will be informed of the presence of endangered species on-site.

- (3)** Hawaiian seabirds, Newell’s shearwater, and band-rumped storm-petrel may traverse the project area at night. If nighttime work will be required in conjunction with the development of the project, all lights shall be fully shielded so the bulb can only be seen from below bulb height to reduce the potential for interactions of nocturnally flying seabirds with external lights and man-made structures. All outdoor lights shall be turned off when human activity is not occurring in the lighted area.

No nighttime construction shall be permitted to occur during the peak seabird fledging period (September 15 through December 15).

Above-ground utilities will not be moved or realigned and highway lighting will not be installed or replaced.

- (4)** For Blackburn’s Sphinx Moth, the project area is restricted to areas immediately adjacent to paved surfaces so impacts to the Blackburn’s sphinx moth, including potential vegetation removal, will be insignificant or discountable.

- (5)** For the State listed Hawaiian Hawk, the project area shall be surveyed to ensure no Hawaiian Hawk nests are present if trees are to be cut. Hawaiian Hawk nests might be present during the breeding season from March to September.

- (6)** For Rapid Ohia Death, ensure that all work will be completed within the existing, pre-disturbed right of way and implement the following minimization measures should tree clearing occur to minimize the potential spread of Rapid Ohia Death (ROD):

- (a)** A survey of any locations where tree cutting may occur shall be conducted within two weeks prior to

- 94 tree cutting to determine if there are infected ohia
95 trees.
- 96
- 97 **(b)** If infected trees are identified, the following measures
98 shall be implemented:
99
- 100 i. The Service, University of Hawaii Cooperative
101 extension Service, U.S. Department of
102 Agriculture (USDA) Forest Service, and USDA
103 Agricultural Research Service shall be
104 contacted for further guidance.
105
- 106 **(c)** Both prior to cutting and after the project is complete,
107 the following measures shall be implemented:
108
- 109 i. Tools used for cutting infected ohia trees will
110 be cleaned with a 70% rubbing alcohol solution
111 or freshly-prepared 10% solution of chlorine
112 bleach and water as long as the tools are oiled
113 afterwards. Chainsaw blades will be brushed
114 clean.
115
- 116 ii. Vehicles used off-road in infected areas shall
117 be thoroughly cleaned and tires and the
118 undercarriage shall be pressure washed with
119 detergent.
120
- 121 iii. Shoes and clothing worn in infected area shall
122 be cleaned by dipping shoe soles in 70%
123 alcohol and washing clothing in hot water with
124 detergent.
125
- 126 iv. All cut wood shall be left on-site to avoid
127 spreading ROD.
128
- 129 **(7)** Vehicles, machinery, and equipment should be thoroughly
130 pressure washed and visible free of mud, dirt, plant debris,
131 frogs and frog eggs, insects and other debris. A hot water
132 wash is preferred. Areas of particular concern include
133 bumpers, grills, hood compartments, areas under the
134 battery, wheel wells, undercarriage, cabs, and truck beds.
135
- 136 **(8)** Inspect for pests and debris visually, and by using peanut-
137 butter-baited vials or chopsticks for little fire ants.
138
- 139 **(9)** Maintain baseyards and staging areas free of invasive pests.
140 If the baseyard and staging areas for equipment are

141 routinely treated for little fire ants using a granular bait or
142 barrier treatment, it will greatly reduce the risk of transporting
143 LFA to worksites around the island. Keep brush and debris
144 away from parking from parking and staging areas will
145 reduce the risk of spreading coqui frogs and other pests.
146

147 **(B) Compliance Requirements.** The contractor shall protect Hawaiian
148 Hoary Bats, Hawaii Goose and Hawaiian seabirds, Newell's
149 shearwater, and band-rumped storm-petrel for the duration of
150 construction. Failure to comply with the construction requirements,
151 harming or a taking of an individual during the construction duration
152 shall be enforceable by the U.S. Fish and Wildlife Service as set
153 forth by the Endangered Species Act. Resultant penalties and/or
154 fines shall be at the Contractors expense without cost or liability to
155 the State.
156

157 **671.04 Measurement.** The Engineer will measure the work required for the
158 protection of endangered species on a force account basis in accordance with
159 Subsection 109.06 – Force Account Provisions and Compensation and as
160 ordered by the Engineer.
161

162 The Engineer will not measure the following work for payment: work required for
163 minimizing the spread of Rapid Ohia Death; cleaning vehicle, machinery and
164 equipment; and testing and maintaining areas free from invasive pest such as
165 little fire ants.
166

167 **671.05 Payment.** The Engineer will pay for the accepted protection of
168 endangered species on a force account basis in accordance with Subsection
169 109.06 – Force Account Provisions and Compensation. Payment will be full
170 compensation for the work prescribed in the section, by the Engineer, and in the
171 contract documents.
172

173 The Engineer shall consider the cost for minimizing the spread of ROD
174 and invasive species as included in the contract price of the various contract
175 items.
176

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

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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

1 **SECTION 702 – BITUMINOUS MATERIALS**
2

3 Make the following amendments to said Section:
4

5 **(I)** Amend **Subsection 702.01** by replacing lines 4 to 5 to read:
6

7 **“702.01 Asphalt Cement.**
8

9 **(A) PG 64-16.** Performance graded (PG) asphalt binder (neat or
10 unmodified) shall conform to AASHTO M 320.
11

12 **(B) PG 64E-22.** Performance graded binder (polymer modified) shall
13 conform to AASHTO M 332 and meet the following additional requirement:
14

15 AASHTO T 315 Determining the Rheological Properties of Asphalt
16 Binder Using a Dynamic Shear Rheometer (DSR). Phase angle on original
17 binder shall be less than 77 degrees.
18

19 **(C) Submittals.** Submit, before usage, a Certificate of Compliance,
20 accompanied by substantiating test data, showing conformance with
21 Performance Graded Asphalt Binder Specification. The Engineer will not
22 accept the PG binder without adequate documentation.”
23

24 **(II)** Amend **Subsection 702.06 (Unassigned)** by replacing line 23 to read:
25

26 **“702.06 Warm Mix Asphalt (WMA) Additive.** Additives for WMA shall be
27 approved by the Engineer.”
28

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33 **END OF SECTION 702**
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SECTION 703 – AGGREGATES

Make the following amendments to said Section:

(I) Amend **TABLE 703.01-3 FINE AGGREGATE GRADING REQUIREMENTS, HAWAII AND KAUAI** to read as follows:

“

TABLE 703.01-3 - FINE AGGREGATE GRADING REQUIREMENTS, HAWAII AND KAUAI		
Sieve Sizes	Percent Passing by Weight	
	Calcareous Sand	Crusher Screenings
3/8 Inch	100	100
No. 4	95 – 100	95 - 100
No. 8	-	50 - 85
No. 16	-	32 - 60
No. 30	-	-
No. 50	-	15 - 30
No. 100	0 – 5	5 - 20

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“

END OF SECTION 703

1 **SECTION 750 – TRAFFIC CONTROL SIGN AND MARKER MATERIALS**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **Subsection 750.01(A)(1) Retroreflectorization** by replacing lines
6 8 through 31 to read:

7
8 **“(1) Retroreflectorization.** The following shall be retroreflectorized:

9
10 **(a)** Background for illuminated guide signs and exit number panels ("E"
11 designation) with ASTM D 4956 Type XI retroreflective sheeting.

12
13 **(b)** Background for non-illuminated guide signs and exit number panels
14 ("D" designation) with ASTM D 4956 Type XI retroreflective sheeting.

15
16 **(c)** Messages, arrows, and borders of guide signs and exit number
17 panels ("D" and "E" designations) with ASTM D 4956 Type XI
18 retroreflective sheeting.

19
20 **(d)** Regulatory and warning signs, directional signs ("DIR" designation),
21 route and auxiliary markers, shield symbols, yellow "EXIT ONLY" panels,
22 construction warning signs, and barricade rails, completely, with Type III,
23 IV, or IX retroreflective sheeting.

24
25 **(e)** Pedestrian, school, bicycle crossing series, completely with Type IX
26 fluorescent yellow green retroreflective sheeting.”

27
28
29 **(II)** Amend **Subsection 750.01(B) Backing** by replacing lines 72 through 73
30 to read:

31
32 “Aluminum sheet shall conform to ASTM B 209, alloy 5052-H38 or 6061-
33 T6 flat sheet.”

34
35 **(III)** Amend **Subsection 750.01(E) Retroreflective Sheeting Materials** by
36 replacing lines 1126 through 1137 to read:

37
38 **“(E) Retroreflective Sheeting Materials.** Retroreflective sheeting includes
39 white or colored sheeting having smooth outer surface.

40
41 Retroreflective sheeting shall be classified in accordance with ASTM D
42 4956.

43
44 The coefficient of retroreflection shall meet the minimum requirements of
45 ASTM D 4956 for the type of reflective sheeting specified.

47 The color shall conform to the latest appropriate standard color tolerance
48 chart issued by the U.S. Department of Transportation, Federal Highway
49 Administration and to the daytime and nighttime color requirements of ASTM D
50 4956.

51
52 Test methods and procedures shall be in accordance with ASTM.

53
54 **(IV)** Amend **Subsection 750.02 Sign Posts** by replacing lines 1168 through
55 1172 to read:

56
57 **“(C) Square Tube Posts.** Square and other tube posts shall conform to ASTM
58 A 653 for cold-rolled, carbon steel sheet, commercial quality; or ASTM A 787 for
59 electric-resistance-welded, metallic-coated carbon steel mechanical tubing.”

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END OF SECTION 750

1 **SECTION 755 – PAVEMENT MARKING MATERIALS**
2

3 Make the following amendments to said Section:
4

5 **(I)** Amend **Subsection 755.02 (C) Retroreflective Pavement Markers** by
6 revising lines 223 to 236 to read:

7
8 “Exterior surface of shell shall be smooth and contain one or two
9 retroreflective faces of specified color.”
10

11 **(II)** Amend **Subsection 755.05 (C)(1) Glass Beads** by adding the following
12 after line 869:

13
14 **(f)** The glass spheres shall not contain more than 200 ppm (total)
15 arsenic, 200 ppm (total) antimony nor more than 200 ppm (total)
16 lead, when tested according to EPA Methods 3052 and 6010C.
17 Other suitable x-ray fluorescence spectrometry analysis methods
18 may be used to screen samples of glass spheres for arsenic and
19 lead content.”
20
21
22
23

24 **END OF SECTION 755**
25

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

Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

Posting of Wage Rate Schedules

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
 - the name and home address of each employee
 - the last four digits of social security number
 - a copy of the apprentice's registration with DLIR
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - itemized list of fringe benefits paid
 - daily and weekly hours worked
 - weekly straight time and overtime earnings
 - amount and type of deductions
 - total net wages paid
 - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
 - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
 - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
 - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and
Suspension from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]

For additional information, visit the department's website at <http://labor.hawaii.gov/wsd> or contact any of the following DLIR offices:



Oahu (Wage Standards Division).....(808) 586-8777
Hawaii Island(808) 974-6464
Maui and Kauai(808) 243-5322

"General Decision Number: HI20210001 09/24/2021

Superseded General Decision Number: HI20200001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/22/2021
3	02/12/2021
4	02/19/2021
5	03/19/2021
6	05/07/2021
7	07/02/2021
8	07/09/2021
9	07/16/2021
10	09/03/2021
11	09/10/2021
12	09/24/2021

ASBE0132-001 08/30/2020

Rates Fringes

Asbestos Workers/Insulator
Includes application of

all insulating materials,
 protective coverings,
 coatings and finishes to
 all types of mechanical
 systems. Also the
 application of
 firestopping material for
 wall openings and
 penetrations in walls,
 floors, ceilings and
 curtain walls.....\$ 41.90 25.65

 * BOIL0627-005 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 37.25	31.25

 BRHI0001-001 08/31/2020

	Rates	Fringes
BRICKLAYER		
Bricklayers and Stonemasons.....	\$ 45.95	29.59
Pointers, Caulkers and Weatherproofers.....	\$ 46.21	29.59

 BRHI0001-002 08/31/2020

	Rates	Fringes
Tile, Marble & Terrazzo Worker		
Terrazzo Base Grinders.....	\$ 41.69	28.11
Terrazzo Floor Grinders and Tenders.....	\$ 40.14	28.11
Tile, Marble and Terrazzo Workers.....	\$ 43.50	28.11

 CARP0745-001 08/31/2020

	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man.....	\$ 50.50	23.59
Millwrights and Machine Erectors.....	\$ 50.75	23.59
Power Saw Operators (2 h.p. and over).....	\$ 50.65	23.59

 CARP0745-002 08/31/2020

	Rates	Fringes
Drywall and Acoustical Workers and Lathers.....	\$ 50.50	23.59

 ELEC1186-001 08/23/2020

	Rates	Fringes
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Electricians:

Cable Splicers.....	\$ 56.71	31.16
Electricians.....	\$ 51.55	29.58
Telecommunication worker....	\$ 32.69	12.96

ELEC1186-002 08/23/2020

Rates Fringes

Line Construction:

Cable Splicers.....	\$ 56.71	31.16
Groundmen/Truck Drivers.....	\$ 38.66	25.63
Heavy Equipment Operators...	\$ 46.40	28.00
Linemen.....	\$ 51.55	29.58
Telecommunication worker....	\$ 32.69	12.96

ELEV0126-001 01/01/2021

Rates Fringes

ELEVATOR MECHANIC.....	\$ 63.18	35.825+a+b
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a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

ENGI0003-002 09/03/2018

Rates Fringes

Diver (Aqua Lung) (Scuba))

Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)...	\$ 66.00	31.26
Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)..	\$ 56.63	31.26
Stand-by Diver (Aqua Lung) (Scuba).....	\$ 47.25	31.26

Diver (Other than Aqua Lung)

Diver (Other than Aqua Lung).....	\$ 66.00	31.26
Diver Tender (Other than Aqua Lung).....	\$ 44.22	31.26
Stand-by Diver (Other than Aqua Lung).....	\$ 47.25	31.26

Helicopter Work

Airborne Hoist Operator for Helicopter.....	\$ 45.80	31.26
Co-Pilot of Helicopter.....	\$ 45.98	31.26
Pilot of Helicopter.....	\$ 46.11	31.26

Power equipment operator - tunnel work

GROUP 1.....	\$ 42.24	31.26
GROUP 2.....	\$ 42.35	31.26
GROUP 3.....	\$ 42.52	31.26
GROUP 4.....	\$ 42.79	31.26
GROUP 5.....	\$ 43.10	31.26
GROUP 6.....	\$ 43.75	31.26
GROUP 7.....	\$ 44.07	31.26
GROUP 8.....	\$ 44.18	31.26

GROUP 9.....	\$ 44.29	31.26
GROUP 9A.....	\$ 44.52	31.26
GROUP 10.....	\$ 44.58	31.26
GROUP 10A.....	\$ 44.73	31.26
GROUP 11.....	\$ 44.88	31.26
GROUP 12.....	\$ 45.24	31.26
GROUP 12A.....	\$ 45.60	31.26
Power equipment operators:		
GROUP 1.....	\$ 41.94	31.26
GROUP 2.....	\$ 42.05	31.26
GROUP 3.....	\$ 42.22	31.26
GROUP 4.....	\$ 42.49	31.26
GROUP 5.....	\$ 42.80	31.26
GROUP 6.....	\$ 43.45	31.26
GROUP 7.....	\$ 43.77	31.26
GROUP 8.....	\$ 43.88	31.26
GROUP 9.....	\$ 43.99	31.26
GROUP 9A.....	\$ 44.22	31.26
GROUP 10.....	\$ 44.28	31.26
GROUP 10A.....	\$ 44.43	31.26
GROUP 11.....	\$ 44.58	31.26
GROUP 12.....	\$ 44.94	31.26
GROUP 12A.....	\$ 45.30	31.26
GROUP 13.....	\$ 42.22	31.26
GROUP 13A.....	\$ 42.49	31.26
GROUP 13B.....	\$ 42.80	31.26
GROUP 13C.....	\$ 43.45	31.26
GROUP 13D.....	\$ 43.77	31.26
GROUP 13E.....	\$ 43.88	31.26

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A" Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40

feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment

(over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "" struck"" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds ""struck""m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level);
Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump
Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump
or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar
or similar); Tractor Trailer (Hauling Equipment); Tandem
Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80
feet or more (including jib), or of a crane (under 50 tons)
with leads of 100 feet or more, shall receive a per hour
premium for each hour worked on said crane (under 50 tons)
in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180
feet or more (including jib) shall receive a per hour
premium for each hour worked on said crane (50 tons and
over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
Booms over 250 feet	1.75

ENGI0003-004 09/04/2017

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand.....	\$ 41.22	30.93
Boat Operator.....	\$ 43.43	30.93
Master Boat Operator.....	\$ 43.58	30.93
Dredging: (Clamshell or Dipper Dredging)		
GROUP 1.....	\$ 43.94	30.93
GROUP 2.....	\$ 43.28	30.93
GROUP 3.....	\$ 42.88	30.93
GROUP 4.....	\$ 41.22	30.93
Dredging: (Derricks)		
GROUP 1.....	\$ 43.94	30.93
GROUP 2.....	\$ 43.28	30.93
GROUP 3.....	\$ 42.88	30.93
GROUP 4.....	\$ 41.22	30.93
Dredging: (Hydraulic Suction		

Dredges)

GROUP 1.....	\$ 43.58	30.93
GROUP 2.....	\$ 43.43	30.93
GROUP 3.....	\$ 43.28	30.93
GROUP 4.....	\$ 43.22	30.93
GROUP 5.....	\$ 37.88	26.76
Group 5.....	\$ 42.88	30.93
GROUP 6.....	\$ 37.77	26.76
Group 6.....	\$ 42.77	30.93
GROUP 7.....	\$ 36.22	26.76
Group 7.....	\$ 41.22	30.93

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

- GROUP 1: Clamshell or Dipper Operator.
- GROUP 2: Mechanic or Welder; Watch Engineer.
- GROUP 3: Barge Mate; Deckmate.
- GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

- GROUP 1: Leverman.
- GROUP 2: Watch Engineer (steam or electric).
- GROUP 3: Mechanic or Welder.
- GROUP 4: Dozer Operator.
- GROUP 5: Deckmate.
- GROUP 6: Winchman (Stern Winch on Dredge)
- GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

- GROUP 1: Operators (Derricks, Piledrivers and Cranes).
- GROUP 2: Saurman Type Dragline (over 5 cubic yards).
- GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
- GROUP 4: Deckhand, Fireman, Oiler.

 ENGI0003-044 09/03/2018

Rates Fringes

Power Equipment Operators
 (PAVING)

Asphalt Concrete Material		
Transfer.....	\$ 42.92	32.08
Asphalt Plant Operator.....	\$ 43.35	32.08
Asphalt Raker.....	\$ 41.96	32.08
Asphalt Spreader Operator...\$	43.44	32.08
Cold Planer.....	\$ 43.75	32.08
Combination Loader/Backhoe (over 3/4 cu.yd.).....	\$ 41.96	32.08
Combination Loader/Backhoe (up to 3/4 cu.yd.).....	\$ 40.98	32.08
Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals).....	\$ 42.92	32.08
Grader.....	\$ 43.75	32.08
Laborer, Hand Roller.....	\$ 41.46	32.08
Loader (2 1/2 cu. yds. and under).....	\$ 42.92	32.08
Loader (over 2 1/2 cu. yds. to and including 5		

cu. yds.).....	\$ 43.24	32.08
Roller Operator (five tons and under).....	\$ 41.69	32.08
Roller Operator (over five tons).....	\$ 43.12	32.08
Screed Person.....	\$ 42.92	32.08
Soil Stabilizer.....	\$ 43.75	32.08

* IRON0625-001 09/01/2021

	Rates	Fringes
Ironworkers:.....	\$ 43.50	36.84
a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.		

LAB00368-001 09/02/2020

	Rates	Fringes
Laborers:		
Driller.....	\$ 39.70	22.68
Final Clean Up.....	\$ 29.65	18.17
Gunite/Shotcrete Operator and High Scaler.....	\$ 39.20	22.68
Laborer I.....	\$ 38.70	22.68
Laborer II.....	\$ 36.10	22.68
Mason Tender/Hod Carrier....	\$ 39.20	22.68
Powderman.....	\$ 39.70	22.68
Window Washer (bosun chair).\$	38.20	22.68

LABORERS CLASSIFICATIONS

Laborer I: Air Blasting run by electric or pneumatic compressor; Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet

or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar

Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill
Operation: Choker setters, off bearers, and lumber handlers
connected with clearing; Posthole Digger (Hand Held, Gas,
Air and Electric); Powderman's Tender; Power Broom Sweepers
(Small); Preparation and Compaction of roadbeds for
railroad track laying, highway construction, and the
preparation of trenches, footings, etc., for cross-country
transmission by pipelines, electrical transmission or
underground lines or cables (by mechanical means); Raising
of structure by manual or hydraulic jacks or other methods
and resetting of structure in new locations, including all
concrete work; Ramming or compaction; Rigging in connection
with Laborers' work (except demolition), Signaling
(including the use of walkie talkie) Choke Setting, tag
line usage; Tagging and Signaling of building materials
into high rise units; Riprap, Stonepaver, and Rock Slinger
(includes placement of stacked concrete, wet or dry and
loading, unloading, signaling, slinging and setting of
other similar materials); Rotary Scarifier (including
multiple head concrete chipping Scarifier); Salamander
Heater, Drying of plaster, concrete mortar or other
aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and
hanging) including maintenance thereof; Scaler; Septic
Tank/Cesspool and Drain Fields Digger and Installer;
Shredder/Chipper (tree branches, brush, etc.); Stripping
and Setting Forms; Stripping of Forms: Other than panel
forms which are to be re-used in their original form, and
stripping of forms on all flat arch work; Tampers (Barko,
Wacker, and similar type); Tank Scaler and Cleaners;
Tarman; Tree Climbers and Trimmers; Trencher (includes
hand-held, Davis T-66 and similar type); Trucks (flatbed up
to and including 2 1/2 tons when used in connection with
on-site Laborers' work; Trucks (Refuse and Garbage Disposal)
(from job site to dump); Vibra-Screed (Bull Float in
connection with Laborers' work); Well Points, Installation
of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender;
Bridge Laborer; Burning of all debris (crates, boxes,
packaging waste materials); Chainman, Rodmen, and Grade
Markers; Cleaning, clearing, grading and/or removal for
streets, highways, roadways, aprons, runways, sidewalks,
parking areas, airports, approaches, and other similar
installations; Cleaning or reconditioning of streets, ways,
sewers and waterlines, all maintenance work and work of an
unskilled and semi-skilled nature; Concrete Bucket Tender
(Groundman) hooking and unhooking of bucket; Concrete
Forms; moving, cleaning, oiling and carrying to the next
point of erection of all forms; Concrete Products Plant
Laborers; Conveyor Tender (conveying of building
materials); Crushed Stone Yards and Gravel and Sand Pit
Laborers and all other similar plants; Demolition, Wrecking
and Salvage Laborers: Wrecking and dismantling of buildings
and all structures, with use of cutting or wrecking tools,
breaking away, cleaning and removal of all fixtures, All
hooking, unhooking, signaling of materials for salvage or
scrap removed by crane or derrick; Digging under streets,
roadways, aprons or other paved surfaces; Driller's Tender;
Chuck Tender, Outside Nipper; Dry-packing of concrete
(plugging and filling of she-bolt holes); Fence and/or
Guardrail Erector: Dismantling and/or re-installation of
all fence; Finegrader; Firewatcher; Flagman (Coning,
preparing, stablishing and removing portable roadway
barricade devices); Signal Men on all construction work
defined herein, including Traffic Control Signal Men at

construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unloading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterpools, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Stripper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning,

lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

 LAB00368-002 09/01/2020

	Rates	Fringes
Landscape & Irrigation Laborers		
GROUP 1.....	\$ 26.40	14.25
GROUP 2.....	\$ 27.40	14.25
GROUP 3.....	\$ 21.70	14.25

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of

flat bed trucks (up to and including 2 1/2 tons).:

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

LAB00368-003 09/02/2020

	Rates	Fringes
Underground Laborer		
GROUP 1.....	\$ 39.30	22.68
GROUP 2.....	\$ 40.80	22.68
GROUP 3.....	\$ 41.30	22.68
GROUP 4.....	\$ 42.30	22.68

GROUP 5.....	\$ 42.65	22.68
GROUP 6.....	\$ 42.90	22.68
GROUP 7.....	\$ 43.35	22.68

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabetenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Picker (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 07/01/2021

	Rates	Fringes
Painters:		
Brush.....	\$ 38.90	30.09
Sandblaster; Spray.....	\$ 38.90	30.09

PAIN1889-001 07/01/2021

	Rates	Fringes
Glaziers.....	\$ 40.50	36.18

PAIN1926-001 02/28/2021

	Rates	Fringes
Soft Floor Layers.....	\$ 37.77	32.07

PAIN1944-001 01/05/2020

	Rates	Fringes
Taper.....	\$ 43.10	29.90

PLAS0630-001 08/30/2021

	Rates	Fringes
PLASTERER.....	\$ 44.21	32.83

PLAS0630-002 08/31/2020

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 42.65	32.29
Trowel Machine Operators....	\$ 42.80	32.29

PLUM0675-001 07/04/2021

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...	\$ 48.63	28.40

ROOF0221-001 09/05/2021

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply).....	\$ 42.55	20.78

SHEE0293-001 09/02/2018

	Rates	Fringes
Sheet metal worker.....	\$ 42.55	27.44

SUHI1997-002 09/15/1997

	Rates	Fringes
Drapery Installer.....	\$ 13.60	1.20
FENCE ERECTOR (Chain Link Fence).....	\$ 9.33	1.65

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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

PROPOSAL

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

PROJECT: PAHOA-KALAPANA ROAD
2018 KILAUEA ERUPTION PERMANENT REPAIRS
DISTRICT OF PUNA
ISLAND OF HAWAI`I

PROJECT NO.: ER-21(005)

COMPLETION TIME: 65 Working days from the Start Work Date from the Department.

DBE PROJECT GOAL: 4.7%

DESIGN PROJECT MANAGER:

NAME	Julann Sonomura
ADDRESS	50 Makaala Street Hilo, HI 96720
PHONE NO.	(808) 933-8866
FAX NO.	(808) 933-8869

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e., an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.
4. It will not maintain for its employees any segregated facilities at any of its establishments.
5. Does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 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. Unless amended by Special Provision, agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The bidder acknowledges receipt of and certifies that it has completely examined the following listed items: Hawaii Standard Specifications for Road and Bridge Construction, 2005, the Notice to Bidders, the Special Provisions, 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 Subcontractor or Joint Contractor and the nature of work to be done by each on the following page. The bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor. For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

The undersigned bidder asserts that affirmative action has been taken to seek out and consider Disadvantaged Business Enterprises (DBEs) for portions of the work which can be subcontracted, and the affirmative actions of the bidder are fully documented in its records and are available upon request by the Department. It is also understood that it must meet or exceed the DBE contact goal listed on page P-1 or demonstrate that it made good faith efforts to meet the DBE project goal. The undersigned as bidder, agrees to utilize each participating DBE that it submitted to meet the contract goal of _____% (percentage to be completed by bidder) DBE participation if the contract is awarded to it, and shall maintain such DBE participation during the construction of this project.

SUBCONTRACTOR LISTING
(Attach additional sheets if necessary.)

NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:	
1. _____	_____
1a ¹ . _____	_____
2. _____	_____
2a. _____	_____
3. _____	_____
3a. _____	_____
4. _____	_____
4a. _____	_____
5. _____	_____
5a. _____	_____
6. _____	_____
6a. _____	_____
7. _____	_____
7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each 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 Subcontractor or Joint Contractor.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING
 (Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
1.	_____	_____
	2a. _____	_____
2.	_____	_____
	3a. _____	_____
3.	_____	_____
	4a. _____	_____
4.	_____	_____
	5a. _____	_____
5.	_____	_____
	6a. _____	_____
6.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each 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 Subcontractor or Joint Contractor.

¹ Second tier subcontractors

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

BY _____
Authorized Signature

Title

Business Address

E-mail Address

Business Telephone

Date

Contact Person (If different from above.)

Phone Number & E-mail Address

NOTE:

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

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

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

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

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	L.S.	L.S.	L.S.	\$ _____
209.0200	Additional Water Pollution, Dust, and Erosion Control	F.A.	F.A.	F.A.	<u>\$ 20,000.00</u>
301.0100	Polymer Modified ACB	1,080	TON	\$ _____	\$ _____
401.0500	PMA Pavement, Mix No. IV	610	TON	\$ _____	\$ _____
412.1000	Rapid Repair PG100 or Pre-Approved Equal	4,350	S.Y.	\$ _____	\$ _____
415.0050	Cold Planing	L.S.	L.S.	L.S.	\$ _____
503.1000	Preparation of Concrete Thermal Panels	F.A.	F.A.	F.A.	<u>\$ 15,000.00</u>
606.3112	Guardrail Type – Midwest Guardrail System (6-ft Post)	188	L.F.	\$ _____	\$ _____
606.3113	Guardrail Type – Midwest Guardrail System (9-ft Post)	1,050	L.F.	\$ _____	\$ _____
606.3200	Transition Section Type – Midwest Guardrail System	4	Each	\$ _____	\$ _____
606.7020	End Anchorage Type – Modified “A-1” Flare End Treatment	4	Each	\$ _____	\$ _____
629.0404	4-Inch Double Yellow Pavement Striping (Thermoplastic Extrusion)	1,300	L.F.	\$ _____	\$ _____
629.0500	6-Inch Pavement Striping (Thermoplastic Extrusion)	2,600	L.F.	\$ _____	\$ _____
629.2030	Type C Pavement Marker	66	Each	\$ _____	\$ _____

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.2040	Type D Pavement Marker	66	Each	\$ _____	\$ _____
636.0100	E-Construction License(s)	F.A.	F.A.	F.A.	<u>\$ 12,500.00</u>
645.0200	Traffic Control	L.S.	L.S.	L.S.	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	F.A.	F.A.	F.A.	<u>\$ 50,000.00</u>
648.0100	Field-Posted Drawings	L.S.	L.S.	L.S.	\$ _____
671.1000	Protection of Endangered Species	F.A.	F.A.	F.A.	<u>\$ 25,000.00</u>
699.1000	Mobilization (Not to Exceed 6 Percent of the Sum of All Items Excluding the Bid Price of this Item)	L.S.	L.S.	L.S.	\$ _____
Sum of All Items					\$ _____
NOTES: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.					

1 **PROPOSAL SCHEDULE**

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

4
5 The bidder's attention is directed to Section 699 - Mobilization for the
6 limitation of the amount bidders are allowed to bid.

7
8 If the bid price for any proposal item having a maximum allowable bid
9 indicated therefore in any of the contract documents is in excess of such a
10 maximum amount, the bid price for such proposal item shall be adjusted to reflect
11 the limitation thereon. The comparison of bids to determine the successful
12 bidder and the amount of contract to be awarded shall be determined after such
13 adjustments are made, and such adjustments shall be binding upon the bidder.

14
15 The bidder is directed to Section 717 – Cullet and Cullet-Made Materials
16 regarding recycling of waste glass.

17
18



Disadvantaged Business Enterprise (DBE) Contract Goal Verification and Good Faith Efforts (GFE) Documentation For Construction

Project #:	County:
DBE Project Goal:	Prime Contractor:

As required by the specifications *"Disadvantaged Business Enterprise Requirements,"* the dollar amount of each subcontract (both DBE and non-DBE firms) for all subcontractors, manufacturers, suppliers, and trucking companies is due five (5) days after bid opening. **Failure to provide required information shall be cause for bid/proposal rejection.**

Calculation of the DBE contract goal for this project is the proportionate contract dollar value of work performed, materials, and goods to be supplied by DBEs. DBE credit shall not be given for mobilization, force account items, and allowance items. This DBE contract goal is applicable to all the contract work performed for this project and is calculated as follows:

1. DBE contract goal percentage = Contract Dollar Value of the work to be performed by DBE subcontractors and manufacturers, plus 60% of the contract dollar value of DBE suppliers, divided by the sum of all contract items (sum of all contract items is the total amount for comparison of bids less mobilization, force account items, and allowance items).
2. The Department shall adjust the bidder's/offeror's DBE contract goal to the amount of the project goal if it finds that the bidder/offeror met the goal but erroneously calculated a lower percentage. If the amount the bidder/offeror submits as its contract goal exceeds the project goal, the bidder/offeror shall be held to the higher goal.

Name of Subcontractor, Supplier, Manufacturer, and Trucking Company	DBE (Y/N)	Bid Item Number and Description	Approx. Quantity/Hours	Unit	Unit Price/Rate	Dollar Amount

A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers	
B. Sum of all work items less mobilization, force account items, allowance items	
A/B = DBE contract goal	

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR: _____ DATE: _____

Summary of Good Faith Efforts (GFE)

As required by the specifications "*Disadvantaged Business Enterprise Requirements*," if the DBE goal is not met, documentation of GFE shall be submitted within five (5) days of bid opening. The bidder is required to respond to the following questions and describe efforts to obtain DBE participation. Each item will require an explanation. Copies of correspondence return receipts, telephone logs, or other documentation will be required to support GFE. Attach additional sheets, if necessary. Based on responses given, HDOT shall make a determination of the bidders' GFE. **Failure to provide required information shall be cause for bid/proposal rejection.**

1. Did you submit the required information five days after bid opening (i.e. DBE name, address, NAICS code, description of work, project name, and number)?
2. Explain your GFE if any, to solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract.
 - a. Explain your GFE if any, to solicit the participation of potential DBEs as early in the procurement process as practicable.
 - b. Explain your GFE if any, to allow sufficient time for the DBEs to properly inquire about the project and respond to the solicitation.
 - c. Explain your GFE if any, to take appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project.
3. Explain your GFE if any, to identify and break up portions of work that can be performed by DBEs in order to increase the likelihood that a DBE will be able to participate, and that the DBE goal could be achieved (e.g. breaking out contract items into economically feasible units to facilitate DBE participation even when you might otherwise prefer to self-perform these work items).
4. Explain your GFE if any, to make available or provide interested DBEs with adequate information about the plans, specifications, and requirements of the project in a timely manner, and assist them in responding to your solicitation.
5. Explain your GFE if any, to negotiate in good faith with interested DBEs. Evidence of such negotiations includes documenting: a) the names, addresses and telephone numbers of DBEs that were contacted; b) a description of the information that was provided to DBEs regarding the plans and specifications; and c) detailed explanation for not utilizing individual DBEs on the project.
6. Did you solely rely on price in determining whether to use a DBE? If yes please explain. The fact that there may be additional or higher costs associated with finding and utilizing DBEs are not, by themselves, sufficient reasons for your refusal to utilize a DBE or failure to meet the DBE goal, provided that such additional costs are not unreasonable. Also, the ability or desire to perform a portion of the work with your own forces, that could have been undertaken by an available DBE, does not relieve you of the responsibility to make good faith efforts to meet the DBE goal, and to make available and solicit DBE participation in other areas of the project to meet the DBE goal.
7. Did you reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities? If yes, please explain. The DBEs standing within the industry, membership in specific groups, organizations or associates, and political or social affiliation are not legitimate basis for the rejection or non-solicitation of bids from particular DBEs.

8. Explain your GFE to assist interested DBEs in obtaining bonding, lines of credit, or insurance.

9. Explain your GFE if any, to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

10. If you selected a non-DBE over a DBE subcontractor, please provide the quotes of each DBE and non-DBE subcontractor submitted to you for work on the contract; and for each DBE that was contacted but not utilized for a contract, provide a detailed written explanation for each DBE detailing the reasons for not utilizing or allowing the DBE to participate in the contract.

11. Explain your GFE if any, to effectively use the services of available minority/women community organizations, minority/women business groups, contractors' groups, and local, state and federal minority/women business assistance offices or other organizations to provide assistance in recruitment and placement of DBEs.



**Disadvantaged Business Enterprise (DBE)
Contract Goal Verification and Good Faith Efforts (GFE)
Documentation
For Construction
INSTRUCTIONS**

Project #	Self-explanatory
County	County where project is located
DBE Project Goal	Indicate DBE goal listed in the proposal on P-1
Prime Contractor	Name of prime contractor
Name of Subcontractor, Supplier, Manufacturer, and Trucking Company	Company name of subcontractor, supplier, manufacturer, or trucking firm
DBE (Y/N)	Y for yes and N for no
Bid Item Number and Description	Pay item and description
Approx. Quantity/ Hours	Self-explanatory
Unit	Unit of measure
Unit Price/ Rate	Self-explanatory
Dollar Amount	Total dollar amount committed to subcontractor, supplier, manufacturer, or trucking firm
A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers	Total amount of DBE participation
B. Sum of all work items less mobilization, force account items, allowance items	Total of work items minus mobilization, force accounts and allowances
A/B = DBE contract goal	Self-explanatory
Name and Signature of Authorized Representative of Prime Contractor	Self-explanatory
Date	Date form is signed
Summary of Good Faith Efforts (GFE)	Complete by answering each question in detail and providing documentation to support your GFE



Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement Trucking Company

This commitment is subject to the award and receipt of a signed contract from the Hawaii Department of Transportation (HDOT) for the subject project. DBEs must be certified by the bid opening date.

Project #:	County:
NAICS CODE/DESCRIPTION OF WORK:	SECONDARY NAICS CODE:

*All quantities and units should match the bid tab item whenever possible.

The prime contractor shall inform HDOT the dates when the trucking firm starts and completes all work under the subcontract.

Estimated Beginning Date (Month/Year):	Estimated Completion Date (Month/Year):
---	--

TRUCKING COMPANY:	Item No.	Item Description	Unit	Unit Price / Rate	Amount
				\$	\$
				\$	\$
				\$	\$
TOTAL COMMITMENT AMOUNT					\$

1. Number of hours contracted or quantities to be hauled: _____
2. Number of fully operational trucks to be used: _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of fully operational trucks owned by DBE: _____ Dump trucks: _____ Tractors/trailers: _____

4. If Owner Operators or additional trucking companies are to be used answer the following:			
Name of Trucking Company	DBE Y/N	Estimated. Dollar Amount to be Contracted	Number and Type of Trucks (specify)
		\$	
		\$	

The prime contractor certifies by signature on this agreement to utilize the DBE trucking company as listed on the agreement form. If a DBE trucking company is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the contract DBE requirements. **IMPORTANT! The signatures of the DBE, prime contractor, and subcontractor (only if the DBE will be a second tier sub) confirms that all information on this Agreement is true and correct. Parties should sign Agreement in the order in which they are listed.**

DBE NAME:	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
Email:	
Prime Contractor:	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
Email:	
Subcontractor (only if the DBE will be a second tier sub):	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
Email:	

HDOT retains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you.



Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement Trucking Company INSTRUCTIONS

The purpose of this agreement is to secure the commitment of the bidder/offeror to utilize the listed DBE trucking company, and the DBE's confirmation that it will perform work for the bidder/offeror on this project. The information on this form shall be provided by the DBE.

Project #	Self-explanatory
County	County where project is located
NAICS Code/Description of Work	Primary North American Industry Classification System code under which DBE is certified to perform and description of work to be done
Secondary NAICS Code	List other NAICS codes firm is certified to perform
Estimated Beginning Date (Month/Year)	Date DBE shall begin work on the project
Estimated Completion Date (Month/Year)	Date DBE's work will be completed
Trucking Company	Name of DBE trucking company
Item No.	List pay item number
Item Description	Description of item
Unit	Unit of measure – e.g. weight or hours
Unit Price/Rate	Cost per unit or hourly rate
Amount	Total amount per pay item
Total Commitment Amount	Sum of all pay items and total commitment of bidder/offeror to DBE
Number of hours contracted or quantities to be hauled	Approximate number of hours or tonnage to be hauled
Number of fully operational trucks to be used:	Total number of trucks to be used for the project
Tractor/Trailers	Number of tractor trailers to be used
Dump Trucks	Number of dump trucks to be used
Number of fully operational trucks owned by DBE	Number of listed DBE's trucks to be used on this project
Name of Trucking Company	If other trucking companies (DBE or non-DBE) are to be leased, list name and information about type of trucks in this section
Estimated Dollar Amount to be Contracted	Provide information about estimated cost to lease trucks
Number of Dump Trucks, Tractor/Trailer	Self-explanatory
DBE NAME	DBE Company name
Name/Title	Name and title of DBE's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of DBE's representative
Date	Date agreement is signed
Prime Contractor	Company name

Name/Title	Name and title of prime contractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of prime contractor's representative
Date	Date agreement is signed
Subcontractor (only if the DBE will be a second tier sub):	Name of subcontractor only if the listed DBE trucking company will be performing work under this subcontractor
Name/Title	Name and title of the subcontractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of subcontractor
Date	Date agreement is signed



Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement

Subcontractor, Manufacturer, or Supplier

This commitment is subject to the award and receipt of a signed contract from the Hawaii Department of Transportation (HDOT) for the subject project. DBEs must be certified by the bid opening date.

Project #:	County:
NAICS CODE/DESCRIPTION OF WORK:	SECONDARY NAICS CODE:

*All quantities and units should match the bid tab item whenever possible.

The prime contractor shall inform HDOT of the dates when the subcontractor starts and completes all work under the subcontract.

Estimated Beginning Date (Month/Year):	Estimated Completion Date (Month/Year):
---	--

SUBCONTRACTOR:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
					\$	\$
					\$	\$
TOTAL COMMITMENT AMOUNT						\$

MANUFACTURER:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
TOTAL COMMITMENT AMOUNT						\$

SUPPLIER:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
TOTAL COMMITMENT AMOUNT						\$

The prime contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the contract DBE requirements. **IMPORTANT! The signatures of the DBE, prime contractor, and subcontractor (only if the DBE will be a second tier sub) confirms that all information on this Agreement is true and correct. Parties should sign Agreement in the order in which they are listed.**

DBE NAME:	Name/Title (please print):
Address:	Signature:
Phone: Fax:	Date:
Email:	Name/Title (please print):
Prime Contractor:	Signature:
Address:	Date:
Phone: Fax:	Name/Title (please print):
Email:	Signature:
Subcontractor (only if the DBE will be a second tier sub):	Date:
Address:	Signature:
Phone: Fax:	Date:
Email:	Signature:

HDOT retains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you.



Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement Subcontractor, Manufacturer, or Supplier INSTRUCTIONS

The purpose of this agreement is to secure the commitment of the bidder/offeror to utilize the listed DBE, and the DBE's confirmation that it will perform work for the bidder/offeror on this project. The information on this form shall be provided by the DBE.

Project #	Self-explanatory
County	County where project is located
NAICS Code/Description of Work	Primary North American Industry Classification System code under which DBE is certified to perform and description of work to be done
Secondary NAICS Code	List other NAICS codes firm is certified to perform
Estimated Beginning Date (Month/Year)	Date DBE shall begin work on the project
Estimated Completion Date (Month/Year)	Date DBE's work will be completed
Subcontractor	Name of DBE subcontractor (company name)
Item No.	List pay item number
Item	Description of item
Approx. Quantity	Self-explanatory
Unit	List unit of measure
Unit Price	Cost per unit
Amount	Total amount per pay item
Total Commitment Amount	Sum of all pay items and total commitment of bidder/offeror to DBE
Manufacturer	Name of DBE manufacturer
Supplier	Name of DBE supplier (aka regular dealer)
DBE NAME	DBE Company name
Name/Title	Name and title of DBE's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of DBE's representative
Date	Date agreement is signed
Prime Contractor	Company name
Name/Title	Name and title of prime contractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of prime contractor's representative
Date	Date agreement is signed
Subcontractor (only if the DBE will be a second tier sub):	Name of subcontractor only if the listed DBE will be performing work under this subcontractor as a second tier subcontractor/supplier/manufacturer

Name/Title	Name and title of the subcontractor's representative that the listed DBE will work under as a second tier subcontractor/supplier/manufacturer
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of subcontractor's representative
Date	Date agreement is signed

SURETY BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS:

That we, _____
(Full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

(Name of bonding company)

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

(State/county entity)

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

(Required amount of bid security)

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

WHEREAS:

The Principal has submitted an offer for _____

(Project by number and brief description)

NOW, THEREFORE:

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

Signed this _____ day of _____, _____

(Seal) _____
Name of Principal (Offeror)

Signature

Title

(Seal) _____
Name of Surety

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SAMPLE FORMS

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Disclosure of Lobbying Activities (Standard Form - LLL and LLL-A)

Statement of Compliance (Form WH-348)

Chapter 104, HRS Compliance Certificate

C O N T R A C T

THIS AGREEMENT, made this _____ day _____ 20_____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE," and _____ whose business and/or post office address is _____

_____ hereafter 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

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 _____ DOLLARS (\$ _____) as follows:

which sum shall be provided from the following fund(s):

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal, and plans for _____, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within _____ (_____) working days from the date indicated in the notice to proceed from the STATE subject, however, to such extensions as may be provided for under the specifications.

For and in consideration of the covenants, undertaking 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 _____ DOLLARS (\$ _____) 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. In any event, extras shall not exceed _____ DOLLARS (\$ _____) in lawful money and shall be provided from the following fund(s):

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sums of

shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

The CONTRACTOR further agrees to execute the attached non-gratuity affidavit form prior to payment of the final estimate by the STATE.

All words used herein in the singular number shall extend to and include the plural. All words used in the plural number 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

By _____
Director of Transportation

By _____

By _____

APPROVED AS TO FORM

Deputy Attorney General

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 Oblige, hereinafter called Oblige, in the amount

_____ DOLLARS
(\$ _____),
(Dollar amount of Contract)

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

- Legal Tender;**

- Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____;

- Certificate of Deposit, No.** _____, dated _____
issued _____ by _____ drawn
on _____ a
bank, savings institution or credit union insured by the Federal Deposit Insurance
Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____;

- Cashier's Check No.** _____, dated _____
drawn _____ on
_____ a bank,
savings institution or credit union insured by the Federal Deposit Insurance Corporation
or the National Credit Union Administration, payable at sight or unconditionally
assigned to _____;

- Teller's Check No.** _____, dated _____
drawn _____ on
_____ a bank,
savings institution or credit union insured by the Federal Deposit Insurance Corporation
or the National Credit Union Administration, payable at sight or unconditionally
assigned to _____;

- Treasurer's Check No.** _____, dated _____
drawn _____ on
_____ a bank,
savings institution or credit union insured by the Federal Deposit Insurance Corporation
or the National Credit Union Administration, payable at sight or unconditionally
assigned to _____;

- Official Check No.** _____, dated _____
drawn _____ on
_____ a bank,
savings institution or credit union insured by the Federal Deposit Insurance Corporation
or the National Credit Union Administration, payable at sight or unconditionally
assigned to _____;

- Certified Check No.** _____, dated _____, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

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

NOW THEREFORE,

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

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

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

Signed and sealed this _____ day of _____,
_____.

(Seal) _____
Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

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

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

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

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

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

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

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

NOW THEREFORE,

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

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

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, <i>if known</i> :
6. Federal Department/Agency:	7. Federal Program Name/Destination: CFDA Number, <i>if applicable</i> :	
8. Federal Action Number, <i>if known</i> :	9. Award Amount, <i>if known</i> : \$	
10. a. Name and address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (<i>check all that apply</i>): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees(s) or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal Agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) or Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by
0348-0046

Reporting Entity: _____ Page _____ of _____

STATEMENT OF COMPLIANCE

Date _____

I, _____ do hereby state:

(Name of signatory party) (Title)
(1) That I pay or supervise the payment of the persons employed by _____ on
(Contractor or subcontractor)
the _____; that during the payroll period commencing on the _____ day of _____,
(Building or work)
_____ and ending the _____ day of _____, all persons employed on said project have been paid the
full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
_____ from the full weekly wages earned by any person and that no deductions have
(Contractor or subcontractor)
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63
Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 2760), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborers or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-Referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate program for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARK	

NAME AND TITLE	SIGNATURE
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THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

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

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

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Subscribed and sworn before me this _____ day of _____.

Notary Public, _____ Judicial Circuit,
State of Hawaii
My Commission Expires: _____

Doc. Date: _____ # Pages: _____.

Notary Name: _____ Circuit
Doc. Description: _____

Notary Signature Date
NOTARY CERTIFICATION