



**STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION  
HONOLULU, HAWAII  
SPECIAL PROVISIONS  
PROPOSAL, CONTRACT,  
AND BOND  
FOR  
HAWAII BELT ROAD  
HAMAKUA COAST BRIDGE REPAIRS  
(WAILUKU, HAKALAU, AND NANUE STREAM BRIDGES)  
ISLAND OF HAWAII  
PROJECT NO. 19HK-01-22M  
DISTRICTS OF NORTH AND SOUTH HILO  
ISLAND OF HAWAII  
FY 2022**

**NOTICE TO BIDDERS**  
(Chapter 103D, HRS)

The receiving of SEALED BIDS for the HAWAII BELT ROAD, HAMAKUA COAST BRIDGE REPAIRS (WAILUKU, HAKALAU AND NANUE STREAM BRIDGES), Project No. 19HK-01-22M, will begin as advertised on October 1, 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.hawaii.gov/welcome.html>. Deadline to submit bids is November 4, 2021 at 2:00pm. Bids received after said due date and time shall not be considered.

The scope of work consists of **repairs to three bridges along Route 19, Hawaii Belt Road, at mileposts 2.74 (Wailuku Stream Bridge), 15.3 (Hakalau Stream Bridge), and 18.0 (Nanue Stream Bridge). Work consists of structural steel repairs for particular bridge members as well as cleaning and coating the steel in the areas of the repairs. Traffic control and lane closures will be required for portions of the work but performance of that work will be by others.** The estimated cost of construction is between \$200,000 and \$600,000.

To be eligible for award, bidders must possess a valid State of Hawaii General Engineering Contractor's "A" license at the time of bidding.

The Hawaii Products Preference pursuant to Section 103D-1002, Hawaii Revised Statutes (HRS), is applicable to this project. Persons wishing to certify and qualify a product as a Hawaii Product shall submit a Certification for Hawaii Product Preference (SPO) Form 38 to the DOT Contracts office no later than 4:30 P.M., fourteen (14) calendar days prior to the bid opening date. Late submittals for this project will not be reviewed by the DOT. A separate SPO-Form 38 shall be completed and submitted for each product. Forms are available at <http://spo.hawaii.gov/all-forms/>.

A 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Section 103-55.6, Hawaii Revised Statutes (HRS), is applicable to this project.

Compliance with Act 192, SLH 2011 is a requirement for this project whereby a minimum of 80% of the bidder's work force on this project **must** consist of Hawaii residents.

A pre-bid conference is scheduled for October 12, 2021 at 10:00am. 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. Please call Microsoft Teams to join the pre-bid meeting at 1-808-829-4853, 354 483 653#. Questions applicable to the Project Specifications should be submitted via HiePRO no later than two days prior to the scheduled date of the pre-bid meeting.

ALL requests for information (RFI) 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, HRS and §3-126, HAR.

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 a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing


Executive Order 11246, as amended, shall be complied with on this project.

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.

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).

For additional information, contact Holly Yuen, Project Manager, by phone at (808) 692-7548, by facsimile at (808) 692-7555 or email at [holly.yuen@hawaii.gov](mailto:holly.yuen@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:

## TABLE OF CONTENTS

Notice to Bidders

Instructions for Contractor's Licensing

Special Provisions Title Page

Special Provisions

<b>DIVISION 100 - GENERAL PROVISIONS</b>		
<b>Section</b>	<b>Description</b>	<b>Pages</b>
101	Terms, Abbreviations, and Definitions	101-1a – 101-13a
102	Bidding Requirements and Conditions	102-1a – 102-13a
103	Award And Execution Of Contract	103-1a – 103-4a
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 – 107-5a
108	Prosecution And Progress	108-1a – 108-25a
109	Measurement and Payment	109-1a – 109-2a

<b>DIVISION 200 EARTHWORK</b>		
<b>Section</b>	<b>Description</b>	<b>Pages</b>
202	Removal of Structures and Obstructions	202-1a
209	Temporary Water Pollution, Dust, and Erosion Control	209-1a - 209-29a

<b>DIVISION 500 STRUCTURES</b>		
<b>Section</b>	<b>Description</b>	<b>Pages</b>
501	Steel Structures	501-1a – 501-2a

<b>DIVISION 600 - INCIDENTAL CONSTRUCTION</b>		
<b>Section</b>	<b>Description</b>	<b>Pages</b>
697	Clean and Paint Bridge Steel	697-1a – 697-10a
699	Mobilization	699-1a

<b>DIVISION 700 - MATERIALS</b>		
<b>Section</b>	<b>Description</b>	<b>Pages</b>
708	Paints	708-1a

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

Proposal Title Page

Proposal .....	P-1 – P-10
Proposal Schedule .....	P-11- P-13

Surety Bid Bond

Sample Form Title Page

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Chapter 104, HRS Compliance Certificate

Certification of Compliance for Employment of State Residents

**END OF TABLE OF CONTENTS**

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

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

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

**SPECIAL PROVISIONS**

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



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

**“DIVISION 100 - GENERAL PROVISIONS**

**SECTION 101 - TERMS, ABBREVIATIONS, AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Bag** - 94 pounds of cement.

**Barrel** - 376 pounds of cement.

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

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

**Bid** - See Proposal.

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

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

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

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

**Calendar Day** - See Day.

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

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

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

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

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

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

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

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

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

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

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

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

**Contracting Officer** - See Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **102.03 (Unassigned)**

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

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

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

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

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

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

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

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

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

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

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

(1) The nature and location of the work;

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

(3) The difficulties to be encountered; and

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

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

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

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

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

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

(3) The lump sum amount; and

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

(1) A deposit of legal tender; or

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

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

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

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

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

(d) Proposal Guaranty listed in (1) and (3) shall be in its original form, and shall be received at the Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813 before the bid deadline.

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

**102.09 Delivery of Proposal.** The bidder shall submit the proposal in HlePRO. Bids received after said due date and time shall not be considered. Original bid documents do not have to be submitted. Award will be made based on proposals submitted in HlePRO.

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

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

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

(1) Submittal of more than one proposal whether under the same or different name.

(2) Evidence of collusion among bidders. The Department will not recognize participants in collusion as bidders for any future work of the Department until such participants are reinstated as qualified bidders.

(3) Lack of proposal guaranty.

(4) Submittal of an unsigned or improperly signed proposal.

(5) Submittal of a proposal without a listing of subcontractors or containing only a partial or incomplete listing of subcontractors.

(6) Submittal of an irregular proposal in accordance with Subsection 102.07 - Irregular Proposals.

(7) Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to HRS Chapter 84-15.

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

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

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

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

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

(A) **General.** When brand names of materials or equipment are specified in the contract documents, they are to indicate a quality, style, appearance, or performance and not to limit competition. The bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualification of such proposed alternate brands shall be submitted via email to the Contact person listed in HlePRO for the solicitation and also post a question in HlePRO under the question/answer tab referencing the email with the request. The request must be posted in HlePRO no later than 14 calendar days before the bid opening date, not including the bid opening date

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

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

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

## **102.15 Preferences.**

(A) **Preference for Hawaii Products.** The bidder's attention is directed to Sections 103D-1001 and 103D-1002, HRS and Subchapter 1, Chapter 124, Subtitle 11 of Title 3, HAR which provide preferences for Hawaii Products. According to Section 103D-1002, HRS, the bidder may examine the Hawaii Products List at the State Procurement Office, State Office Building, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

If a product listed in the Hawaii Products List is available and meets project specifications, such product will be designated in the contract documents as a qualified product which may be used in the performance of the project.

315 If the bidder intends to claim preference for products on the Hawaii  
316 Product List and such is not listed, the bidder shall immediately notify the  
317 Contracts Office, Department of Transportation, so the Engineer may take  
318 corrective or other appropriate actions.

319  
320 It is further understood by the bidder that if the bidder elects to  
321 furnish qualified Hawaii Products, and is awarded the contract, then fails  
322 to use such products or meet the requirements of such preference, the  
323 bidder shall be subject to the statutory penalties, provided in HRS Chapter  
324 103D-1002, and such other remedies as may be available to the State.

325  
326 For the purpose of determining the lowest bid price only, the  
327 provisions of HRS Chapter 103D-1002 shall apply. Any contract awarded  
328 or executed in violation of HRS Chapter 103D-1002 shall be void and no  
329 payment shall be made on account of such contract.

330  
331 **(B) Preferences for Apprenticeship Programs.** In accordance with  
332 ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for  
333 bidders that are parties to apprenticeship agreements pursuant to Hawaii  
334 Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's  
335 price for evaluation purposes. These procedures apply to public works  
336 projects with estimated cost of \$250,000 or more and entered into under  
337 the provisions of HRS Chapter 103.

338  
339 The following provisions apply to this Apprenticeship Program.

340  
341 **(1) Definitions**

342  
343 **(a)** “Apprenticeable trade”, HRS Section 103-55.6 (c),  
344 shall have the same meaning as ‘apprenticeable occupation’  
345 pursuant to Hawaii Administrative Rules ( HAR) Section 30-  
346 1-5.

347  
348 **(b)** “Department” means the department of labor and  
349 industrial relations.

350  
351 **(c)** “Director” means the director of labor and industrial  
352 relations.

353  
354 **(d)** “Employ” means the employment of a person in an  
355 employer-employee relations.

356  
357 **(e)** “Governmental body” means as defined in HRS  
358 Section 103D-104.

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

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

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

(i) "Registered apprenticeship program" means a construction trade program approved by the department pursuant to HAR Section 12-30-1 and Section 12-30-4.

(j) "Sponsor" means an operator of an apprenticeship program and in whose name the program is approved and registered with the department of labor and industrial relations pursuant to HAR Section 12-30-1.

(k) Offeror – Entity/bidder submitting a proposal to undertake a project.

(l) Procurement Officer – Director of Transportation or his authorized representative.

**(2) Qualification Procedures**

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

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

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

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

(b) The department shall:

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

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

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

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

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

1. Contractor information;

2. Solicitation reference;

3. Trade(s);

4. Date and name of apprenticeship program;

5. Signature of authorized training coordinator or training trust fund administrator certifying that the contractor is a participant in the program, and that the program is registered with the department;

6. Contract information for sponsor's authorized representative signing the form;

7. Number of apprentices enrolled in the program, number who successfully completed the apprenticeship program in the past 12 months, including whether the contractor is signatory to a collective bargaining agreement for that trade, or if not, provide for attachment of a copy of the agreement between the contractor and the program.

449                   (3)     Solicitation Procedures.

450  
451                   (a)     If the NTB indicates that this project is covered by this  
452                   preference, and the offer is less than \$250,000 this  
453                   preference will still be applicable in determining the lowest  
454                   bidder.

455  
456                   (b)     A claim for this preference must include the following:

457  
458                   1.       Allow bidder seeking to claim the preference to  
459                   state the trades the bidder will employ to perform the  
460                   work;

461  
462                   2.       For each trade to be employed to perform the  
463                   work, the bidder shall submit a completed signed  
464                   original *Certification Form 1* verifying participation in  
465                   an apprenticeship program registered with the  
466                   department.

467  
468                   3.       The *Certification Form 1* shall be authorized by  
469                   an apprenticeship sponsor of the department's list of  
470                   registered apprenticeship programs. The  
471                   authorization shall be an original signature by an  
472                   authorized official of the apprenticeship sponsor; and

473  
474                   4.       The completed *Certification Form 1* for each  
475                   trade must be submitted by the bidder with the offer.  
476                   Previous certifications shall not apply unless allowed  
477                   by the solicitation.

478  
479                   (c)     Upon receiving *Certification Form 1*, the procurement  
480                   officer will verify with the department that the apprenticeship  
481                   program is on the list of apprenticeship programs registered  
482                   with the department. If the programs are not confirmed by  
483                   the department, the bidder will not qualify for the preference.

484  
485                   (4)     Evaluation and Contract Award

486  
487                   (a)     If the bidder certifies participation in an apprenticeship  
488                   program for each trade which will be employed by the bidder  
489                   for the project, the procurement officer shall apply the  
490                   preference and decrease the bidder's total bid amount by  
491                   five per cent (5%) for evaluation purposes.  
492



493 (b) Should the bidder qualify for other statutory  
494 preferences (for example, Hawaii products), all applicable  
495 preferences shall be applied to the bidder's price.  
496

497 (c) The contract amount shall be the original offer  
498 amount, exclusive of any preference; the preference is only  
499 for evaluation purposes.  
500

501 (d) Any claims challenging a bidder's representation that  
502 the bidder is a participant in an apprenticeship program(s) as  
503 claimed, shall be submitted to the procurement officer. The  
504 procurement officer will refer the challenge to the department  
505 of labor and industrial relations who shall investigate any  
506 such claims and shall make a determination.  
507

508 (5) Contract Administration  
509

510 (a) For the duration of a contract awarded utilizing the  
511 apprenticeship preference, the contractor shall certify each  
512 month that work is being conducted on the project, that it  
513 continues to be a participant in the relevant apprenticeship  
514 program for each trade it employs.  
515

516 (b) Monthly certification shall be made on *Monthly*  
517 *Certification Form 2* prepared and made available by the  
518 department, be a signed original by the respective  
519 apprenticeship program sponsors authorized official, and  
520 submitted by the contractor with its monthly payment  
521 requests.  
522

523 (c) Should the contractor fail or refuse to submit its  
524 monthly certification forms, or at any time during the  
525 construction of the project, cease to be a part to a registered  
526 apprenticeship agreement for each apprenticeable trades  
527 the contractor employs, or will employ, the contractor will be  
528 subject to the following sanctions:  
529

530 1. Withholding of the requested payment until the  
531 required form(s) are submitted;  
532

533 2. Temporary or permanent cessation of work on  
534 the project , without recourse to breach of contract  
535 claims by the contractor; provided the agency shall be  
536 entitled to restitution for nonperformance or liquidated  
537 damages claims; or  
538

539                               **3.**       Proceed to debar or suspend pursuant to HRS  
540                               Section 103D-702.

541  
542                               **(d)**     If events such as “acts of God,” acts of a public  
543                               enemy, acts of the State or any other governmental body in  
544                               its sovereign or contractual capacity, fires, floods, epidemics,  
545                               freight embargoes, unusually severe weather, or strikes or  
546                               other labor disputes prevent the contractor from submitting  
547                               the certification forms, the contractor shall not be penalized  
548                               as provided herein, provided the contractor completely and  
549                               expeditiously complies with the certification process when  
550                               the event is over.

551  
552                               This subsection shall not apply when its application will disqualify  
553                               the State from receiving federal funds or aid.

554  
555                               **(C)     Preference for Recycled Products.** Recycled Products shall not  
556                               apply to this project.

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

564  
565                               If a bidder has designated use of a Hawaii Product and fails to  
566                               provide the product, the contract will become void and no payments will be  
567                               made.

568  
569                               The Engineer will award the contract to the responsible bidder  
570                               submitting the responsive bid with the lowest evaluated bid price. The  
571                               contract amount of the contract awarded shall be the original bid price  
572                               offered exclusive of any preference.

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

582 **102.17 Addenda.** Addenda issued shall become part of the contract  
583 documents. Addenda to the bid documents will be provided to all prospective  
584 bidders via HlePRO. Each addendum shall be an addition to the contract  
585 documents. The terms and requirements of the bid documents (i.e. drawings,  
586 specifications and other bid and contract documents) cannot be changed prior to  
587 the bid opening except by a duly issued addendum.”  
588  
589  
590  
591  
592

**END OF SECTION 102**

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

3 **“SECTION 103 - AWARD AND EXECUTION OF CONTRACT**  
4  
5

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

12 The Department reserves the right to reject proposals, waive technicalities  
13 or advertise for new proposals, if the rejection, waiver, or new advertisement favors  
14 the Department.  
15

16 **103.02 Award of Contract.** The award of contract, if it be awarded, will be  
17 made within 60 calendar days after the opening of bids, to the lowest responsible  
18 bidder whose proposal complies with all the requirements. (Through HlePRO).  
19 The successful bidder will be notified by letter mailed to the address shown in its  
20 proposal, that its proposal has been accepted, and that it has been awarded the  
21 contract.  
22

23 **(1) Requirement for Award.** To be eligible for award, the apparent  
24 low bidder will be contacted to submit copies of the documents listed  
25 below to demonstrate compliance with HRS Section 103D-310(c). The  
26 documents should be submitted to the Department as soon as possible  
27 (within 14 days after bid opening unless otherwise specified in the  
28 invitation for bids or an extension is granted in writing by the  
29 Department). If a valid certificate/clearance is not submitted on a timely  
30 basis for award of a contract, a bidder otherwise responsive and  
31 responsible may not receive the award. See also Subsection 108.03 –  
32 Preconstruction Data Submittal.  
33

34 The Department may request the bidders to allow the Department  
35 to consider the bids for the issuance of an award beyond the 60 calendar  
36 day period. Agreement to such an extension must be made by a bidder  
37 in writing. Only bidders who have agreed to such an extension will be  
38 eligible for the award.  
39

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

48  
49 FORM A6, TAX CLEARANCE CERTIFICATE, is available at  
50 the following website:

51  
52 <https://tax.hawaii.gov/>  
53

54 To receive DOTAX Forms by fax or mail, phone  
55 (808) 587-7572 or 1-800-222-7572.  
56

57 The application for the Tax Clearance Certificate is the responsibility  
58 of the bidder and must be submitted directly to the DOTAX or IRS. The  
59 approved certificate may then be submitted to the Department.  
60

61 **(B) DLIR Certificate of Compliance.** Pursuant to HRS Section 103D-  
62 310(c), the successful bidder shall be required to submit a copy (faxed  
63 copies are acceptable) of its approved certificate of compliance issued by  
64 the Hawaii State Department of Labor and Industrial Relations (DLIR) to  
65 demonstrate its compliance with unemployment insurance (HRS Chapter  
66 383), workers' compensation (HRS Chapter 386), temporary disability  
67 insurance (HRS Chapter 392), and prepaid health care (HRS Chapter 393).  
68 The certificate is valid for six (6) months from the most recent approval  
69 stamp date on the certificate and must be valid on the bid's first legal  
70 advertisement date or any date thereafter up to the bid opening date. For  
71 certificates which receive a "pending" approval stamp, a DLIR approval  
72 stamp is required prior to the issuance of the Notice to Proceed.  
73

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

77  
78 <http://labor.hawaii.gov/>  
79

80 More information is available by calling the DLIR Unemployment Insurance  
81 Division at (808) 586-8926.  
82

83 Inquiries regarding the status of a LIR#27 Form may be made by  
84 calling the DLIR Disability Compensation Division at (808) 586-9200.  
85

86 The application for the Certificate of Compliance is the responsibility  
87 of the bidder and must be submitted directly to the DLIR. The approved  
88 certificate may then be submitted to the Department.  
89

90 **(C) DCCA Certificate of Good Standing.** Pursuant to HRS Section  
91 103D-310(c), the successful bidder shall be required to submit a copy  
92 (faxed copies are acceptable) of its approved Certificate of Good Standing  
93 issued by the Hawaii State Department of Commerce and Consumer Affairs  
94 (DCCA), Business Registration Division (BREG) to demonstrate that it is  
95 either:  
96

97 **(1)** Incorporated or organized under the laws of the State; or  
98

99 **(2)** Registered to do business in the State as a separate branch  
100 or division that is capable of fully performing under the contract.  
101

102 The Certificate of Good Standing is valid for six (6) months from the  
103 approval date on the certificate and must be valid on the bid's first legal  
104 advertisement date or any date thereafter up to the bid opening date. A  
105 Hawaii business that is a sole proprietorship, however, is not required to  
106 register with the BREG, and therefore not required to submit a Certificate of  
107 Good Standing. Bidders are advised that there are costs associated with  
108 registering and obtaining a Certificate of Good Standing from the DCCA.  
109

110 To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line  
111 Services at the following website:  
112

113 <http://cca.hawaii.gov/>  
114

115 The application for the Certificate of Good Standing is the  
116 responsibility of the bidder and must be submitted directly to the DCCA.  
117 The approved certificate may then be submitted to the Department.  
118

119 **(D) Hawaii Compliance Express (HCE).** In lieu of the certificates  
120 referenced above, the bidder may make available proof of compliance  
121 through the Hawaii Compliance Express or any other designated  
122 certification process. Bidders may apply and register at the "Hawaii  
123 Compliance Express" website:  
124

125 <https://vendors.ehawaii.gov/hce/>  
126

127 **103.03 Cancellation of Award.** The Department reserves the right to cancel  
128 the award of contracts before the execution of said contract by the parties. There  
129 will be no liability to the awardee and to other bidders.  
130

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

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

149  
150 (a) Legal tender;

151  
152 (b) Surety bond underwritten by a company licensed to issue bonds in  
153 the State of Hawaii; or

154  
155 (c) A certificate of deposit; share certificate; cashier's check; treasurer's  
156 check, teller's check drawn by or a certified check accepted by and payable  
157 on demand to the State by a bank savings institution or credit union insured  
158 by the Federal Deposit Insurance Corporation (FDIC) or the National Credit  
159 Union Administration (NCUA).

160  
161 1. The bidder may use these instruments only to a maximum of  
162 \$100,000.

163  
164 2. If the required security or bond amount totals over \$100,000  
165 more than one instrument not exceeding \$100,000 each and issued  
166 by different financial institutions shall be acceptable.

167  
168 Such bonds shall also by the terms inure to the benefit of any and all  
169 persons entitled to file claims for labor done or material furnished in the work so as  
170 to give them a right of action as contemplated by HRS Section 103D-324.

171  
172 **103.06 Execution of the Contract.** The contract bond and HRS Chapter 104  
173 - Compliance Certificate, similar to a copy of the same annexed hereto, shall be  
174 executed by the successful bidder and returned within ten days after the award of  
175 the contract or within such further time as the Director may allow after the bidder  
176 has received the contract for execution.

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

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

188  
189  
190  
191  
192 **END OF SECTION 103**



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47

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

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

(1) By written agreement on a fixed price adjustment before commencement of the pertinent performance.

**(3)** The Engineer may base the adjustment for a lump sum item on a calculated proportionate unit price. The Engineer will calculate the proportionate unit price by dividing the original contract lump sum price by the actual or original estimated quantity established by the contract documents.

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

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

**(A)** For change orders with value not exceeding \$50,000 by documented actual costs of the work, allowing for overhead and profit as set forth in Section 109.05 - Allowances for Overhead and Profit. A change order shall be issued within fifteen days of

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

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

72 A contractor shall be required to submit cost or pricing data if any  
73 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,  
74 Subchapter 15. A fully executed change order or other document permitting  
75 billing for the adjustment in price under any method listed in Subsections  
76 104.06(1) through 104.06(7) shall be issued within ten days after agreement on  
77 the method of adjustment."  
78  
79  
80  
81  
82  
83

84 **END OF SECTION 104**

1                                   **SECTION 105 – CONTROL OF WORK**  
2

3    Make the following amendments to said Section:  
4  
5

6    **(I)**     Amend **105.01 – Authority** to read as follows:  
7

8    **“105.01   Authority.**  
9

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

14                   **(1)**     Interpretation of the contract documents.  
15

16                   **(2)**     Acceptability of the materials furnished and work performed.  
17

18                   **(3)**     Manner of performance and rate of progress of the work.  
19

20                   **(4)**     Acceptable fulfillment of the contract on the part of the  
21       Contractor.  
22

23                   **(5)**     Compensation under the contract.  
24  
25

26               The Engineer’s decisions on questions, claims, and disputes will be  
27       final and conclusive subject to Subsection 107.15 – Disputes and Claims.  
28

29               The Engineer may delegate specific authority to act for the  
30       Engineer to a specific person or persons. Such delegation of authority  
31       shall be established in writing and shall become effective upon delivery to  
32       the Contractor.  
33

34       **(B)    Authority of the Inspectors.** Inspectors, as a representative of  
35       the Engineer or other agencies, will inspect the work done and materials  
36       furnished. Such inspection may extend to the preparation, fabrication or  
37       manufacture of the materials to be used. The Inspector does not have  
38       authority vested in the Engineer unless specifically delegated in writing.  
39       The Inspector may not alter or waive the provisions of the contract, issue  
40       instructions contrary to the contract, or act as agent or representative of  
41       the Contractor.  
42

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

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

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

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

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

65  
66 **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**  
67 **Provisions** to read as follows:

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

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

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

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

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

89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106

**Section  
No.**

**Description**

501 Contract Item Nos. 501.1100, 501.2100, 501.3100 under  
Section 501 – Steel Structures

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

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

**END OF SECTION 105**

## SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS

Make the following amendment to said Section:

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

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

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

**"106.11 Steel and Iron Construction Material. (Not Applicable)"**

**END OF SECTION 106**

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

2  
3       Make the following amendments to said Section:

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

8  
9       **“(A) Obligation of Contractor.** Contractor shall not commence any  
10       work until it obtains, at its own expense, all required insurance described  
11       herein. Such insurance shall be provided by an insurance company  
12       authorized by the laws of the State to issue such insurance in the State of  
13       Hawaii. Coverage by a “Non-Admitted” carrier is permissible provided the  
14       carrier has a Best’s Rating of “A-VII” or better. The Contractor shall  
15       maintain and ensure all insurance policies are current for the full period of  
16       the contract until final acceptance of the work by the State.  
17

18       The Certificate of Insurance shall contain: a clause that it is agreed  
19       that any insurance maintained by the State of Hawaii will apply in excess  
20       of, and not contribute with, insurance provided by this policy; and shall be  
21       accompanied by endorsement form CG2010 or equivalent naming the  
22       State as an additional insured to the policy which status shall be  
23       maintained for the full period of the contract until final acceptance of the  
24       work by State.  
25

26       The Contractor shall obtain all required insurance as part of the  
27       contract price. Where there is a requirement for the State of Hawaii and  
28       its officers and employees to be named as additional insureds under any  
29       Contractor’s insurance policy, before the State of Hawaii issues the Notice  
30       to Proceed, the Contractor shall obtain and submit to the Engineer a  
31       Certificate of Insurance and a written policy endorsement that confirms the  
32       State of Hawaii and its officers and employees are additional insureds for  
33       the specific State project number and project title under such insurance  
34       policies. The written policy endorsement must be issued by the insurance  
35       company insuring the Contractor for the specified policy type or by an  
36       agent of such insurance company who is vested with the authority to issue  
37       a written policy endorsement. The insurer’s agent shall also submit  
38       written confirmation of such authority to bind the insurer. Any delays in  
39       the issuance of the Notice to Proceed attributed to the failure to obtain the  
40       proof of the State of Hawaii and its officers and employees’ additional  
41       insured status shall be charged to the Contractor.  
42

43 A mere Certificate of Insurance issued by a broker who represents  
44 the Contractor (but not the Contractor's insurer), or by any other party who  
45 is not authorized to contractually name the State as an additional insured  
46 under the Contractor's insurance policy, is not sufficient to meet the  
47 Contractor's insurance obligations.  
48

49 Certificates shall contain a provision that coverages being certified  
50 will not be cancelled or materially changed without giving the Engineer at  
51 least thirty (30) days prior written notice. Contractor will immediately  
52 provide written notice to the Director should any of the insurance policies  
53 evidenced on its Certificate of Insurance form be cancelled, reduced in  
54 scope or coverage, or not renewed upon expiration. Should any policy be  
55 canceled before final acceptance of the work by the State, and the  
56 Contractor fails to immediately procure replacement insurance as  
57 specified, the State, in addition to all other remedies it may have for such  
58 breach, reserves the right to procure such insurance and deduct the cost  
59 thereof from any money due or to become due to the Contractor.  
60

61 Nothing contained in these insurance requirements is to be  
62 construed as limiting the extent of Contractor's responsibility for payment  
63 of damages resulting from its operations under this contract, including the  
64 Contractor's obligation to pay liquidated damages, nor shall it affect the  
65 Contractor's separate and independent duty to defend, indemnify and hold  
66 the State harmless pursuant to other provisions of this contract. In no  
67 instance will the State's exercise of an option to occupy and use  
68 completed portions of the work relieve the Contractor of its obligation to  
69 maintain the required insurance until the date of final acceptance of the  
70 work.  
71

72 All insurance described herein shall be primary and cover the  
73 insured for all work to be performed under the contract, all work performed  
74 incidental thereto or directly or indirectly connected therewith, including  
75 but not limited to traffic detour work, barricades, warnings, diversions, lane  
76 closures, and other work performed outside the work area and all change  
77 order work.  
78

79 The Contractor shall, from time to time, furnish the Engineer, when  
80 requested, satisfactory proof of coverage of each type of insurance  
81 required covering the work. Failure to comply with the Engineer's request  
82 may result in suspension of the work, and shall be sufficient grounds to  
83 withhold future payments due the Contractor and to terminate the contract  
84 for Contractor's default.  
85

86 **(B) Types of Insurance.** Contractor shall purchase and  
87 maintain insurance described below which shall provide coverage  
88 against claims arising out of the Contractor's operations under the



contract, whether such operations be by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

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

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

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

- (a)** Products - Completed/Operations Aggregate,
- (b)** Personal & Advertising Injury, and
- (c)** Bodily Injury & Property Damage

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

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

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

**“107.18 Citizen and Residential Labor Force.**

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

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

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

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

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

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

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

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

181  
182                   This Section shall not apply when its application will disqualify the State  
183                   from receiving federal funds or aid.”

184

185

186

187

188

**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.

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

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

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

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.



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

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

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

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

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

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

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

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

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

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

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

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

#### **108.06 Progress Schedules.**

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

Schedule submittals shall be as follows:

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

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

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

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

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

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

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

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

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

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

**(i)** Show target bars for all activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Incorporate all physical access and availability restraints.

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

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

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

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

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

455  
456 (a) Has a duration longer than five days.

457  
458 (b) Is a milestone activity.

459  
460 (c) Is a contract item that exceeds \$10,000 on the contract  
461 cost proposal.

462  
463 (d) Is a critical path activity.

464  
465 (e) Is an activity designated as such by the Engineer.

466  
467 Each Method Statement shall include the following items  
468 needed to fulfill the schedule:

469  
470 (a) Quantity, type, make, and model of equipment.

471  
472 (b) The manpower to do the work, specifying worker  
473 classification.

474  
475 (c) The production rate per eight hour day, or the working  
476 hours established by the contract documents needed to meet  
477 the time indicated on the schedule. If the production rate is  
478 not for eight hours, the number of working hours shall be  
479 indicated.

480  
481 (6) Two sets of color time-scaled project evaluation and review  
482 technique charts ("PERT") using the activity box template of Logic –  
483 Early Start or such other template designated by the Engineer.

484  
485 If the contract documents establish a sequence or order for the work,  
486 the initial progress schedule shall conform to such sequence or order.

487  
488 **(E) Contractor's Continuing Schedule Submittal Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

When the Contractor fails to reach substantial completion of the work for which liquidated damages are specified, within the time or times fixed in the contract or any extension thereof, in addition to all other remedies for breach that may be available to the State, the Contractor shall pay liquidated damages to the State, in the amount of \$5,000 per working day.

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

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

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

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

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

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

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

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

**108.10 Suspension of Work.**

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

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

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

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

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

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

(b) Carry out orders given by the Engineer.

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

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

677 (5) The convenience of the State.

678  
679 **(B) Partial and Total Suspension.** Suspension of work on some but  
680 not all items of work shall be considered a "partial suspension".  
681 Suspension of work on all items shall be considered "total suspension".  
682 The period of suspension shall be computed from the date set out in the  
683 written order for work to cease until the date of the order for work to  
684 resume.

685  
686 **(C) Reimbursement to Contractor.** In the event that the Contractor is  
687 ordered by the Engineer in writing as provided herein to suspend all work  
688 under the contract for the reasons specified in Subsections 108.10(A)(2),  
689 108.10(A)(3), or 108.10(A)(5) of the "Suspension of Work" paragraph, the  
690 Contractor may be reimbursed for actual direct costs incurred on work at  
691 the jobsite, as authorized in writing by the Engineer, including costs  
692 expended for the protection of the work. An allowance of 5 percent for  
693 indirect categories of delay costs will be paid on any reimbursed direct  
694 costs, including extended branch and home-office overhead and delay  
695 impact costs. No allowance will be made for anticipated profits. Payment  
696 for equipment which is ordered to standby during such suspension of work  
697 shall be made as described in Subsection 109.06(H) - Idle and Standby  
698 Equipment.

699  
700 **(D) Cost Adjustment.** If the performance of all or part of the work is  
701 suspended for reasons beyond the control of the Contractor except an  
702 adjustment shall be made for any increase in cost of performance of this  
703 contract (excluding profit) necessarily caused by such suspension, and the  
704 contract modified in writing accordingly.

705  
706 However, no adjustment to the contract price shall be made for any  
707 suspension, delay, or interruption:

708  
709 (1) For weather related conditions.

710  
711 (2) To the extent that performance would have been so  
712 suspended, delayed, or interrupted by any other cause, including the  
713 fault or negligence of the Contractor.

714  
715 (3) Or, for which an adjustment is provided for or excluded under  
716 any other provision of this Contract.

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

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

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

#### 738 **108.11 Termination of Contract for Cause.** 739

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

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

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

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

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

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

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

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

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

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

(1) Any completed work.

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

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

**(D) Compensation.**

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

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

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

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

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

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

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

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

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

872  
873 **(A) Inspection Requirements.** Before the Engineer undertakes a final  
874 inspection of any work, a pre-final inspection must first be conducted. The  
875 Contractor shall notify the Engineer that the work has reached substantial  
876 completion and is ready for pre-final inspection.  
877

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

992  
993 **(B) Final Acceptance.** When the Engineer finds that the Contractor has  
994 satisfactorily completed all contract work in compliance with the contract  
995 including all plant establishment requirements, and all the materials have  
996 been accepted by the State, the Engineer will issue a Final Acceptance  
997 Letter. The Final Acceptance date shall determine the commencement of  
998 all guaranty periods subject to Subsection 108.16 – Contractor's  
999 Responsibility for Work; Risk of Loss or Damage.

1000  
1001 **108.15 Use of Structure or Improvement.** The State has the right to use the  
1002 structure, equipment, improvement, or any part thereof, at any time after it is  
1003 considered by the Engineer as available. In the event that the structure,  
1004 equipment or any part thereof is used by the State before final acceptance, the  
1005 Contractor is not relieved of its responsibility to protect and preserve all the work  
1006 until final acceptance.

1007  
1008 **108.16 Contractor's Responsibility for Work; Risk of Loss or Damage.**  
1009 Until the written notice of final acceptance has been received, the Contractor shall  
1010 take every precaution against loss or damage to any part of the work by the action  
1011 of the elements or from any other cause whatsoever, whether arising from the  
1012 performance or from the non-performance of the work. The Contractor shall  
1013 rebuild, repair, restore and make good all loss or damage to any portion of the  
1014 work resulting from any cause before its receipt of the written notice of final  
1015 acceptance and shall bear the risk and expense thereof.

1016  
1017 The risk of loss or damage to the work from any hazard or occurrence that  
1018 may or may not be covered by a builder's risk policy is that of the Contractor and  
1019 Surety, unless such risk of loss is placed elsewhere by express language in the  
1020 contract documents.

1021  
1022 **108.17 Guarantee of Work.**

1023  
1024 **(1)** Regardless of, and in addition to, any manufacturers' warranties, all  
1025 work and equipment shall be guaranteed by the Contractor against defects  
1026 in materials, equipment or workmanship for one year from the date of final  
1027 acceptance or as otherwise specified in the contract documents.

1028  
1029 **(2)** When the Engineer determines that repairs or replacements of any  
1030 guaranteed work and equipment is necessary due to materials, equipment,  
1031 or workmanship which are inferior, defective, or not in accordance with the  
1032 terms of the contract, the Contractor shall, at no increase in contract price  
1033 or contract time, and within five working days of receipt of written notice  
1034 from the State, commence to all of the following:

1035  
1036 **(a)** Correct all noted defects and make replacements, as directed  
1037 by the Engineer, in the equipment and work.

(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:

- 1084 (1) All written guarantees required by the contract.  
1085  
1086 (2) Complete and certified weekly payrolls for the Contractor and  
1087 its subcontractor's.  
1088  
1089 (3) Certificate of plumbing and electrical inspection.  
1090  
1091 (4) Certificate of building occupancy.  
1092  
1093 (5) Certificate for soil treatment and wood treatment.  
1094  
1095 (6) Certificate of water system chlorination.  
1096  
1097 (7) Certificate of elevator inspection, boiler and pressure pipe  
1098 installation.  
1099  
1100 (8) Tax clearance.  
1101  
1102 (9) All other documents required by the Contract or by law.  
1103

1104 **(B) Failure to Meet Closing Requirements.** The Contractor shall meet  
1105 the applicable closing requirements within 60 days from the date of Project  
1106 Acceptance or the agreed to Punchlist complete date. Should the  
1107 Contractor fail to comply with these requirements, the Engineer may  
1108 terminate the contract for cause."  
1109  
1110  
1111  
1112  
1113

**END OF SECTION 108**

1                                   **SECTION 109 - MEASUREMENT AND PAYMENT**

2

3       Make the following amendment to said Section:

4

5       **(I) Amend Subsection 109.05 Allowances for Overhead and Profit** by

6       revising lines 101 to 110 to read as follows:

7

8                   **“(1) 20 percent of the direct cost for any work performed by the**

9                   Contractor’s own labor force.

10

11                   **“(2) 20 percent of the direct cost for any work performed by each**

12                   subcontractor’s own labor force.

13

14                   **“(3) For the Contractor or any subcontractor for work performed**

15                   by their respective subcontractor or tier subcontractor, 10 percent

16                   of the amount due to the performing subcontractor or tier

17                   subcontractor.”

18

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

20       411:

21

22                   **“(1) Retainage.** If the Engineer finds that the Contractor is

23                   progressing satisfactorily in completing the project work and:

24

25                               **a.** Less than 50% of the whole contract cost is complete,

26                               the Engineer shall retain 5% of the value of the work done

27                               until the Engineer makes final payment;

28

29                               **b.** More than 50% of the whole contract cost is

30                               complete, the Engineer may make the remaining progress

31                               payments in full.

32

33                               **c.** After satisfactory completion of work other than

34                               landscaping items, the Engineer may adjust the amount of

35                               retainage to 15% of the landscaping items or 2½% of the

36                               total contract amount whichever is less. Do not use this

37                               subsection if the contract is only landscaping.”

38

39       **(III) Amend Subsection 109.08(B) Payment for Material On Hand** by

40       revising lines 421 to 423 to read as follows:

41

42                   **“(2) The materials shall be stored and handled in accordance**

43                   with Subsection 105.14 – Storage and Handling of Materials and

44                   Equipment.”

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

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

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

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

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

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

72 **END OF SECTION 109**  
73

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13

(I) Amend **202.05 – Payment** by revising lines 122 to 131 to read as follows:

**END OF SECTION 202**

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 of a temporary work platform to  
21 perform necessary bridge repairs. Temporary work platform shall be  
22 constructed with measures to prevent any construction debris and fugitive dust  
23 from entering the river and banks.

24  
25 **(C)** Work associated with construction stormwater, dewatering, and  
26 hydrotesting activities and complying with conditions of the National Pollutant  
27 Discharge Elimination System (NPDES) permit(s) authorizing discharges  
28 associated with construction stormwater, dewatering, and hydrotesting  
29 activities.

30  
31 **(D)** Potential pollutant identification and mitigation measures are listed in  
32 Appendix A for use in the development of the Contractor’s Site-Specific BMP.

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

43  
44 **209.02 Materials.** Comply with applicable materials described in Chapters 2 and 3  
45 of the current HDOT “Construction Best Management Practices Field Manual”. In  
46 addition, the materials shall comply with the following:



47  
48 **(A) Grass.** Grass shall be a quick growing species such as rye grass,  
49 Italian rye grass, or cereal grasses. Grass shall be suitable to the area and  
50 provide a temporary cover that will not compete later with permanent cover.  
51 Alternative grasses are allowable if acceptable to the Engineer.

52 **(B) Fertilizer and Soil Conditioners.** Fertilizer and soil conditioners shall  
53 be a standard commercial grade acceptable to the Engineer. Fertilizer shall  
54 conform to Subsection 619.02(H)(1) - Commercial Fertilizer.  
55

56 **(C) Hydro-mulching.** Hydro-mulching used as a temporary vegetative  
57 stabilization measure shall consist of materials in Subsections 209.02(A) -  
58 Grass, and 209.02(B) – Fertilizer and Soil Conditioners. Mulches shall be  
59 recycled materials including bagasse, hay, straw, wood cellulose bark, wood  
60 chips, or other material acceptable to the Engineer. Mulches shall be clean  
61 and free of noxious weeds and deleterious materials. Potable water shall meet  
62 the requirements of Subsection 712.01 - Water. Submit alternate sources of  
63 irrigation water for the Engineer's acceptance if deviating from 712.01 - Water.  
64 Installation and other requirements shall be in accordance with portions of  
65 Section 641- Hydro-Mulch Seeding including 641.02(D) - Soil and Mulch  
66 Tackifier, 641.03(A) – Seeding, and 641.03(B) - Planting Period. Install non-  
67 vegetative controls including mulch or rolled erosion control products while the  
68 vegetation is being established. Water and fertilize grass. Apply fertilizer as  
69 recommended by the manufacturer. Replace grass the Engineer considers  
70 unsuitable or sick. Remove and dispose of trash and debris. Remove  
71 invasive species. Mow as needed to prevent site or signage obstructions, fire  
72 hazard, or nuisance to the public. Do not remove down stream sediment  
73 control measures until the vegetation is uniformly established, including no  
74 large bare areas, and provides 70 percent of the density of pre-disturbance  
75 vegetation. Temporary vegetative stabilization shall not be used longer than  
76 one year.  
77

78 **(D) Silt Fences.** Comply with ASTM D6462, Standard Practice for Silt  
79 Fence Installation.  
80

81 Alternative materials or methods to control, prevent, remove and dispose  
82 pollution are allowable if acceptable to the Engineer.  
83

### 84 **209.03 Construction.**

#### 85 **(A) Preconstruction Requirements.**

86 **(1) Water Pollution, Dust, and Erosion Control Meeting.**  
87 Schedule a water pollution, dust, and erosion control meeting with the  
88 Engineer after Site-Specific BMP is accepted in writing by the Engineer.  
89 Meeting shall be scheduled a minimum of 7 calendar days prior to the  
90 Start Work Date. Discuss sequence of work, plans and proposals for  
91  
92

water pollution, dust, and erosion control.

**(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.

- 139
- 140
- 141
- 142
- 143
- 144
- 145
- 146
- 147
- 148
- 149
- 150
- 151
- 152
- 153
- 154
- 155
- 156
- 157
- 158
- 159
- 160
- 161
- 162
- 163
- 164
- 165
- 166
- 167
- 168
- 169
- 170
- 171
- 172
- 173
- 174
- 175
- 176
- 177
- 178
- 179
- 180
- 181
- 182
- 183
- 184
- 185
- 11.** Concrete truck washouts.
- 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.

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

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

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

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

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

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

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

Address all comments received from the Engineer.

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

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

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

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

For projects with an NPDES Permit for Construction activities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Properly maintain all Site-Specific BMP measures.

For projects with an NPDES Permit for Construction Activities:

- (1) For construction areas discharging into nutrient or sediment impaired waters, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:
  - (a) Weekly.
  - (b) Within 24 hours of any rainfall of 0.25 inch or greater which occurs in a 24-hour period.



413  
414 (c) When existing erosion control measures are damaged or  
415 not operating properly as required by Site-Specific BMP.  
416

417 (2) For construction areas discharging to waters not impaired for  
418 nutrients or sediments, inspect, prepare a written report, and make  
419 repairs to BMP measures at the following intervals:  
420

421 (a) Weekly.  
422

423 (b) When existing erosion control measures are damaged or  
424 not operating properly as required by Site-Specific BMP.  
425

426 For projects without an NPDES Permit for Construction activities,  
427 inspect, prepare a written report, and make repairs to BMP measures at the  
428 following intervals:  
429

430 (a) Weekly.  
431

432 (b) When existing erosion control measures are damaged or  
433 not operating properly as required by Site-Specific BMP.  
434

435 Temporarily remove, replace or relocate any Site-Specific BMP that  
436 must be removed, replaced or relocated due to potential or actual flooding, or  
437 potential danger or damage to project or public.  
438

439 Maintain records of inspections of Site-Specific BMP work. Keep  
440 continuous records for duration of the project. Submit copy of Inspection  
441 Report to the Engineer within 24 hours after each inspection.  
442

443 The Contractor's designated representative specified in Subsection  
444 209.03(A)(2)(d) shall address any Site-Specific BMP deficiencies brought up  
445 by the Engineer immediately, including weekends and holidays, and complete  
446 work to fix the deficiencies by the close of the next work day if the problem  
447 does not require significant repair or replacement, or if the problem can be  
448 corrected through routine maintenance. Address any Site-Specific BMP  
449 deficiencies brought up by the State's Third-Party Inspector in the timeframe  
450 above or as specified in the Consent Decree or MS4 NPDES Permit,  
451 whichever is more stringent. The Consent Decree timeframe requirement  
452 applies statewide. The MS4 NPDES Permit only applies to Oahu. In this  
453 section, "immediately" means the Contractor shall take all reasonable  
454 measures to minimize or prevent discharge of pollutants until a permanent  
455 solution is installed and made operational. If a problem is identified at a time in  
456 the day in which it is too late to initiate repair, initiation of repair shall begin on  
457 the following work day. When installation of a new pollution prevention control  
458 or a significant repair is needed, complete installation or repair no later than

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

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

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

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

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

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

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

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

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

#### **209.04 Measurement.**

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

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

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

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

<b>Pay Item</b>	<b>Pay Unit</b>
Installation, Maintenance, Monitoring, and Removal of BMP and Work Platform	Lump Sum

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

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

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

560  
561 The Engineer will assess liquidated damages up to \$27,500 per day for non-  
562 compliance of each BMP requirement and all other requirements in this section.  
563

## Appendix A

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

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

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

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



<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
		<p><i>Perimeter Controls and Sediment Barriers</i></p> <p>1. SC-1 Silt Fence</p> <p>2. SC-5 Vegetated Filter Strips and Buffers</p> <p>3. SC-8 Compost Filter Berm</p> <p>4. SC-13 Sandbag Barrier</p> <p>5. SC-14 Brush or Rock Filter</p> <p><i>Sediment Basins and Detention Ponds</i></p> <p>1. SC-15 Sediment Trap</p> <p>2. SC-16 Sediment Basin</p> <p>SC-9 Check Dams</p> <p>SC-10 Level Spreader</p> <p>SM-19 Paving Operations</p> <p>EC-1 Construction Road Stabilization</p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
		<p><i>Controlling Storm Water Flowing onto and Through the Project</i></p> <p>1. EC-8 Run-On Diversion</p> <p>2. SC-6 Earth Dike</p> <p>3. SC-7 Temporary Drains and Swales</p> <p><i>Post Construction BMPs</i></p> <p>1. EC-4 Flared Culvert End Sections</p> <p>2. SC-3 Rip-Rap and Gabion Inflow Protection</p> <p>3. SC-4 Outlet Protection and Velocity Dissipation Devices</p> <p>4. SM-21 Topsoil Management</p>

584

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

585

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

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

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

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

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



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

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Irrigation Water</i>	<ul style="list-style-type: none"> <li>• Consider irrigation requirements.</li> <li>• Where possible, avoid species which require irrigation.</li> <li>• Design timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.</li> <li>• See Seeding and Planting Section EC-5 and California Stormwater BMP Handbook SD-12 Efficient Irrigation at <a href="http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/">http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/</a> under Irrigation Water for additional requirements.</li> </ul>	<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"> <li>• 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.</li> </ul>	<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"> <li>• 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.</li> </ul>	<i>See Dewatering Operations SM-17. Site-Specific BMPs will be included in the NOI/NPDES Permit Form G submittal.</i>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Saw-cutting Slurry</i>	<ul style="list-style-type: none"> <li>• <i>Saw cut slurry shall be removed from the site by vacuuming.</i></li> <li>• <i>Provide storm drain protection during saw cutting. See Paving Operations Section SM-19 for additional requirements.</i></li> <li>• <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i></li> </ul>	<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"> <li>• <i>Avoid overspraying of curing compounds.</i></li> <li>• <i>Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.</i></li> <li>• <i>See California Stormwater BMP Handbook NS-12 Concrete Curing at <a href="http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/">http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/</a> under Concrete Curing for additional requirements.</i></li> </ul>	<i>See California Stormwater BMP Handbook NS-12 Concrete Curing</i>
<i>Plaster Waste Water</i>	<ul style="list-style-type: none"> <li>• <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></li> <li>• <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></li> <li>• <i>Any significant residual materials remaining on the ground after the completion of construction shall be removed and properly disposed. If the residual materials contaminate the soil, then the contaminated soil shall also be removed and properly disposed of.</i></li> <li>• <i>Plaster waste water shall not be allowed to flow into drainage structures or State waters.</i></li> <li>• <i>See Material Delivery and Storage Section SM-2, Material Use SM-3, and Hazardous Waste Management Section SM-9 for additional requirements.</i></li> </ul>	<i>See Material Delivery and Storage Section SM-2, Material Use Section SM-3, and Hazardous Waste Management Section SM-9</i>

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

"

**END OF SECTION 209**

## SECTION 501 - STEEL STRUCTURES

Make the following amendments to said Section:

(I) Amend **Section 501.01 Description** by adding the following paragraph after line 8 to read as follows:

“This section shall also apply to modifications of existing steel superstructure and substructure elements according to the contract documents including cleaning and painting.”

(II) Amend **Section 501.03 (E)(11) Bolted Connections** by revising the second paragraph between lines 218 to 220 to read as follows:

“Use bolts that are long enough to extend entirely through nut, but not by more than ½ thickness of nut. Use two nuts for bolts in tension.”

(III) Amend **Section 501.03 (E)(11) Bolted Connections** by revising subparagraph (c), lines 248 to 263 to read as follows:

“All bolt assemblies which connect steel to steel shall be TnA 144 – Type 1 Torque-and-Angle Fixed-Spline Structural bolt assembly. Bolts shall conform to ASTM A325, Grade 144. Nuts shall conform to ASTM A563 and washers shall conform to ASTM F436. All nuts shall be lubricated with Clean Lube, acrylic latex-based lubricant in accordance with ASTM A563. Bolt, nut, and washer assembly shall be supplied from one manufacturer as a complete assembly and shall be galvanized.”

(IV) Amend **Section 501.03 (E)(11) Bolted Connections** by revising subparagraph (d), lines 265 to 266 to read as follows:

“Position bolt assembly at splice plate locations of fascia girders such that nut is located on interior face.”

(V) Amend **Section 501.03 (F) Painting** between lines 270 to 461 to read as follows:

“(1) **General.** Refer to Special Provisions Section 697 for all painting requirements.”

(VI) Amend **Section 501.04 Measurement** by revising lines 511 to 513 to read as follows:

**“501.04 Measurement.** Structural Steel will be paid on a lump sum basis. Measurement for payment will not apply.

Oversized Hardware will be paid on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

Doubler Plates will be paid on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.”

**(VII)** Amend **Section 501.05 Payment** by revising lines 514 to 524 to read as follows:

**“501.05 Payment.** The Engineer will pay for the accepted structural steel on a contract lump sum basis. Payment will be full compensation for the work prescribed in this section and the contract documents.

The Engineer will pay for the accepted Oversized Hardware on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

The Engineer will pay for the accepted Doubler Plates on a force account basis in accordance with Subsection 109.06 Force Account Provisions and Compensation.

Pay Item	Pay Unit
Structural Steel - _____	Lump Sum
Oversized Hardware - _____	Force Account
Doubler Plates - _____	Force Account”

**END OF SECTION 501**

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

2  
3 **“SECTION 697– CLEAN AND PAINT BRIDGE STEEL**

4  
5 **697.01 Description of Work.** This work includes power washing, near  
6 white metal blast finishing, and painting all structural bridge steel. Painting  
7 includes application of primer, stripe coat to all edges, corner and bolted  
8 connections (see exclusions), intermediate coat and topcoat. Bolted  
9 connections (faying surfaces) are to be masked as detailed in this specification.  
10 Field touch up is to be accomplished after erection and will include application of  
11 intermediate and topcoat to the bolted connections.  
12

13 **697.02 Material Requirements.**

14  
15 **(A) General.** In this text, the words: coat; paint; coating and; painting  
16 are interchangeable. The word “system”, when referencing coat or paint, means  
17 final product of several different, compatible coatings of paint. Specify the new  
18 paint or paint additive brand along with "or approved equal".  
19

20 **(1)** The coating system for all steel surfaces to be painted on this  
21 project shall be one of the following (as indicated on the  
22 contract plans)  
23

24 **(i)** For Hakalau Stream and Nanue Stream Bridges,  
25 incorporate a 3-coat paint system from the NEPCOAT  
26 Qualified Products List B (Protective Coatings for NEW  
27 and 100% BARE EXISTING Steel for Bridges), found at  
28 [www.NEPCOAT.org](http://www.NEPCOAT.org). This consists of an Organic Zinc  
29 Rich Primer, Epoxy or Urethane Intermediate, and an  
30 Aliphatic Urethane topcoat. Include a separate brush  
31 applied coat over all edges, corners, bolts, rivet heads,  
32 and weld seams (stripe coat).  
33

34 **(ii)** For Wailuku Stream Bridge, utilize a low surface energy,  
35 corrosion-resistant surface treatment such as Everpel  
36 by Oceanit, or approved equal. Follow all paint  
37 manufacturer's requirements for surface preparation (if  
38 different than specified herein), number of coatings,  
39 coating DFT, application procedures, etc.  
40

41 **(2) Do not mix manufacturers.** The same manufacturer shall  
42 furnish the primer, intermediate, stripe, and topcoat.  
43

(3) **Color.** Final topcoat color shall match the color of the existing bridge surrounding members as closely as possible. Paint sheen shall be gloss.

Colors shall be according to Federal Standard 595 'Federal Standard Colors'. The Contractor shall submit color selection to the Engineer for review and final selection before ordering paint system products. Each coat of paint, shall have distinctly contrasting shades of subsequent coats to be applied to aid in application and inspection.

(5) The Manufacturer shall submit a Certificate of Compliance for the protective coatings stating that the Contractor can apply each coating between temperatures of 50-95F, and at relative humidity up to 85%. ,

(6) The manufacturer shall prepare the paint at the factory, ready for application. The Engineer will not permit the addition of a thinner or other material to the paint after shipping the paint.

(7) The Contractor shall furnish paint manufacturer's certification that the paint complies with paint system requirements as specified herein.

(8) **Tinting.** The Manufacturer shall add the tinting materials required to the paint at the factory. The Engineer shall not allow field tinting.

(9) **Labeling.** Labels on containers shall show the exact title of the paint, the manufacturer's name, date of manufacture, date of expiration, the manufacturer's batch number, product code and the lot number if appropriate. Package the paint in new approved containers. Precautions concerning the handling and application of paint shall be shown on the label of all paint and solvent containers.

(B) **Coatings Specified.** Coatings used shall be in accordance with the NEPCOAT Qualified Products List B for Hakalau Stream and Nanue Stream Bridges and shall be Everpel by Oceanit for Wailuku Stream Bridge. An example of a system from NEPCOAT QPL list B is as follows:

Primer:	Carboline Company Paint Carbozinc 859 (organic zinc rich primer) @ 3-10 mils DFT
Stripe Coat:	Carboline Company Paint Carboguard 893 (high build epoxy based) @ 3-6 mils DFT
Intermediate:	Carboline Company Paint Carboguard 893 (high build epoxy based) @ 3-6 mils DFT



Topcoat: Carboline Company Paint Carbothane 133 LV (aliphatic polyurethane) @ 3-5 mils DFT

**(C) Paint System Requirements.**

(1) In the event the supplier cannot provide the aforementioned coatings, the coating shop shall submit for approval an alternate NEPCOAT approved coating system from List B. The submittal shall include documentation that the currently specified system cannot be obtained, and the product data sheets of the alternate system detailing percent volume solids, pigment content by weight, recommended thickness, and VOC. This literature shall include a reference list of equivalent structural projects where the proposed paint system was used and the coating shops who applied them.

(2) When the proposed Paint System manufacturer's literature requires a higher degree of surface preparation or a greater film thickness than specified herein, that degree of surface preparation and film thickness shall apply, at no additional cost to the State.

(3) The proposed paint system shall have a minimum of two years' field exposure on similar structures.

(4) The Contractor shall submit any proposed equivalent paint system for review and approval after award of contract.

**697.03 Construction Requirements.**

**(A) General.**

(1) The coating Contractor shall comply with the current, State, Federal and local laws and regulations pertaining to the protection of the environment in the performance of this type of work. These include but are not limited to regulations required by the State Department of Health (DOH), Federal Environmental Protection Agency (EPA), rules and regulations.

(2) The coating Contractor shall comply with the current Federal Occupational Safety and Health Administration (OSHA) and Hawaii Occupational Safety and Health (HIOSH) requirements for worker protection and safety equipment during all work on this project.

(3) The shop facility performing the blasting and painting (prior to shipment to the construction site) shall be certified to SSPC-QP-3, Shop Painting Certification Program.

(4) The field application and touch-up contractor shall be certified to SSPC-QP-1, Field Application to Complex Marine and Industrial Structures.

**(B) Site Preparations.**

(1) The Contractor's work shall, at all times, be made accessible to the Engineer. Contractor shall provide all safety, fall protection, access and scaffolding needs for the Engineer. The Contractor shall make ground level or superstructure access to all bents using man-lifts, ladders and/or scaffolding or stairs.

**(C) Containment of Work and Protection of the Environment**

(1) SHOP: This specification requires all fabricated steel be cleaned via pressure washing with fresh-water to remove construction debris and any other surface contaminants. Solvent cleaning will be necessary to remove any fabrication grease, oils and markings.

(2) FIELD: In order to protect the surrounding natural environment and work environment, the Contractor will be required to contain each work area so that there is no escape of water-wash effluent to the surrounding area. In addition, care should be taken to contain any overspray to escape into the surrounding environment, above and under the structure.

(3) Wash water effluent shall be removed on an ongoing basis throughout the project as to not interfere with ongoing operations. Containment of the work area shall remain in place until the final coat of paint has been cured, inspected, and accepted by the Engineer.

**(D) Surface Cleaning and Preparation.** The coating shop shall prepare the bridge steel as specified below:

(1) Before any surface preparation, remove all visible and non-visible contaminants described herein by methods specified in SSPC-SP1 Solvent Cleaning. General cleaning shall be accomplished using Low Pressure Water Cleaning (as defined in SSPC WJ-2/NACE WJ-2) at minimum working pressures of 1000 psi, not to exceed 3000 psi using fresh water. For the purposes of this specification, fresh water shall be defined as local potable water quality.

(2) (NOTE: For field touch-up, after arrival at the erection site, if the existing steel bridge member coatings have any surface contaminants such as sea salts, dirt, construction debris, grease, oils, bird droppings, and other contamination not listed herein they shall be cleaned according to item (1), line 177, in this subsection).

(3) Vacuum or air blow-down (using clean, dry and oil-free air) shall be used to remove any standing water and to aid in drying surfaces prior to mechanical methods of surface preparation.

(4) Surface preparation of all new steel in the shop and existing steel in the field shall be in accordance with Society of Protective Coatings standard SSPC-SP-10 Near White Metal Blasting. Blast profile shall be an anchor tooth profile of 2.0 – 3.5 mils, and shall be accomplished with a proper steel shot/grit mix.

**NOTE ON QC CHECKPOINTS** - Coating Contractor shall inform Engineer at least 4 hours prior to QC Checkpoint operations. In the event the Engineer is not present at the requested time, the Contractor may proceed to the next evolution, provided that Contractor documents QC data on the required data sheets.

#### **QC Checkpoint - Cleanliness**

All surfaces to be prepared shall meet the requirements of SSPC-SP-1 solvent cleaning. Surfaces shall be cleaned so that chloride measurements taken on the washed steel measure under 10 µg/cm<sup>2</sup> chlorides as measured with any method detailed in SSPC TU-4, Shop Methods for Retrieval and Analysis of Soluble Salts on Substrates. A minimum of 1 measurement shall be made for each 1000 ft<sup>2</sup> of surface washed.

**(E) Surface Preparation and Coating Application for Touch-up areas.** (Applicable to both shop and field painting.) A touch-up area is any area on the steel which includes a surface defect such as a gouge, scrape, or any area that has been damaged during the handling, transportation, ongoing bridge construction, or erection of the structure that has damaged the primer and exposed bare steel. Areas burned by torch cutting and welding are also included as touch-up.

(1) Prepare damaged area(s) to sound coating or steel using methods described in SSPC-SP-2 Hand Tool Cleaning, SSPC-SP-3 Power Tool Cleaning, and SSPC-SP-11 Power tool cleaning to Bare Metal. If damaged area is to bare steel, ensure that the exposed steel

has a surface profile of 1.0 – 3.5 mils profile, using methods described in ASTM D4417. Note that rotary disc sanding will destroy existing profile on the steel, so establishment of a profile by mechanical impact tooling such as needle guns, Bristle Blasters™, or roto-peens will be necessary.

(2) Ensure that the surrounding area to intact coating is feathered smooth to eliminate rough edges.

(3) Any single repair area under 4 in<sup>2</sup> may be repaired with SP-2/SP-3 methods, as approved by the Engineer. Any repair area over 4 in<sup>2</sup> bare rusting steel shall be prepared in accordance with SP-11.

(4) Remove any dust, residue and debris prior to paint touch-up according to SP-1.

(5) Apply touch-up coats of the entire Everpel coating system or NEPCOAT approved List B organic zinc primer, high build epoxy intermediate, and aliphatic urethane by brush to specified thicknesses, in accordance with manufacturer's Product Data Sheet (PDS)

(6) Follow Subsection "(G) Application Requirements (Primer, Intermediate and Topcoat)" for application of coats.

**QC Preparation and Application for Touch-Up areas** - All areas prepared and touched-up shall be verified for completeness by the Engineer prior to application of stripe coat.

**(F) Application of Stripe Coat**

(1) Prior to strip coating, verify all surfaces are clean and contaminant free according to SSPC SP-1.

(2) All stripe coating shall be accomplished by brush. Striping shall be applied to all edges, crevices, nuts, bolts, weld seams and tight metal-to-metal joints, with the selected intermediate epoxy coat. (Follow Everpel manufacturer's requirements for stripe coating). Splice connections that have been bolted up will receive a brush stripe coat of intermediate, followed up by application of topcoat, as described in this specification. Stripe coat shall be of distinctly contrasting color of primer to aid in determining coverage. During application, immediately brush out any runs, drips, sags or puddles. Stripe coating shall cover all edges of the structure, extending approximately ½" on either side of the edge, where applicable.

- (3) Galvanized nuts and bolts shall be wire brushed, solvent wiped and striped and painted as described herein.

**QC Checkpoint – Stripe Coat**

Verify stripe coat is applied to all applicable surfaces with no visible holidays and in accordance with good painting practice as detailed in SSPC PA-1.

**(G) Application Requirements (Prime Coat, Intermediate, and Topcoat).**

(1) The Contractor shall paint the bridge repair areas according to the best practices of the trade, in conformance with the recommendations of the coating manufacturer as delineated in the Product Data Sheets, observing all recommended environmental conditions, recoat windows, wet and dry film thicknesses, and in conformance with applicable portions of the Steel Structures Painting Council Specification SSPC-PA 1, except where superseded by these specifications.

(2) Coating applicators shall use wet film thickness (WFT) gages periodically to ensure proper application thicknesses. Periodic WFT measurements shall be made during paint application utilizing an approved wet film thickness gage. After sufficient cure time, dry film thickness readings shall be taken with a calibrated electronic gage, of each coat in accordance with SSPC- PA-2. DFT measurements shall not be made in areas of stripe coat, as these will be higher than specified ranges. Where thickness measurements fall below the specified minimum, make additional application of paint as necessary to meet the thickness required, at no additional cost to the State.

**QC Checkpoints- Intermediate and Topcoat**

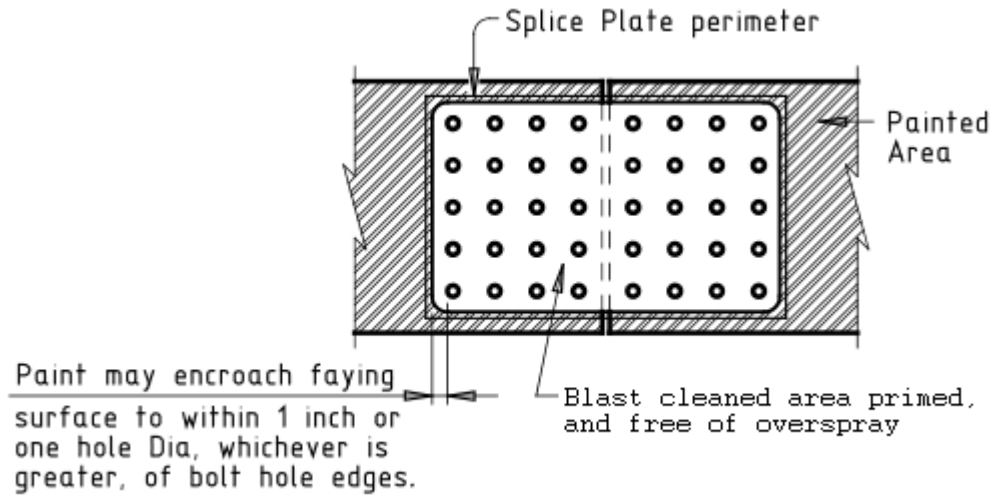
Verify substrate cleanliness immediately prior to prime coat application. Clean in accordance with SSPC SP-1 if not clean prior to application of prime coat.

After cure of prime coat, accomplish a visual holiday inspection and rectify any discrepancies according to the Engineer.

Verify substrate cleanliness immediately prior to intermediate application. Clean in accordance with SSPC SP-1 if not clean prior to application of intermediate coat.

**NOTE for MASKING:**

Masking will apply to all slip-critical connections which include splice plate connection and cross-bracing connection faying surfaces. After sufficient cure of primer, slip critical splice connection surfaces shall be masked according to the detail below using suitable means that will not damage the underlying primer or surrounding area. Masking shall be removed from all connection areas within 48 hours of topcoat application.



Slip critical splice plates, shall only be blasted and primed according to this specification. After erection, the primed splice plates and bolts shall be touched up with intermediate and topcoat according to this specification.

NOTE: See plan sheets for additional paint masking details.

After cure of intermediate coat, accomplish a visual holiday inspection and rectify any discrepancies according to the Engineer.

Verify substrate cleanliness immediately prior to topcoat application. Clean in accordance with SSPC SP-1 if not clean prior to application of topcoat.

After cure of topcoat, accomplish a visual holiday inspection and rectify any discrepancies according to the Engineer.

Verify DFT readings of prime, intermediate and topcoats in accordance with SSPC PA-2, according to the DFT schedule listed for

the selected coating system from NEPCOAT List B or as otherwise specified by coating manufacturer.

(3) Sufficient time shall elapse between successive coats to permit them to dry properly for recoating. Consult specific Product Data Sheet (PDS) for proper cure times. If any appreciable time elapses between painting operations, as judged by the Engineer, the coating manufacturer or Contractor shall re-clean surfaces before restarting painting operations.

(4) Apply coatings via airless spray utilizing approved equipment standard to the industry according to the instruction of the paint manufacturer. (All stripe coating shall be applied by brush.)

**(H) Submittals.**

(1) **Paint Manufacturer's Product Data Information.** The coating manufacturer and Contractor shall submit paint manufacturer's paint product data information with their written warranty, including the conditions limiting the warranty. Product Certificates of Conformance (CoC's) shall accompany all material used under this specification and shall be submitted. Any alternate materials, as described above shall be submitted for review at least 7 days prior to the start of production work.

(2) **Coating contractor's QC reports.** The Contractor shall maintain daily inspection reports in accordance with details of the QP-3 Shop Certification, which detail the work performed, noting areas prepared/painted, environmental conditions throughout the day (to include Ambient Temperature, Dew Point, and Relative Humidity), product applied, batch numbers, date of manufacture, acceptance criteria, QC data, notes and any problems encountered. A weekly report shall be compiled from the daily reports and submitted to the Engineer on a weekly basis. A blank copy of the daily inspection report to be used shall be submitted to the Engineer prior to the start of production work.

(I) **Cleanup and Disposal.** The Contractor shall clean up the entire project site of painting, cleaning debris, containment, masking material, BMP's and other debris caused by the Contractor's operations, before receiving final payment. This work shall be considered incidental to the other contract items.

**697.04 Measurement.**

(A) Clean and paint steel members will be paid on a lump sum basis. Measurement for payment will not apply. Removal and disposal of power washing water and debris shall be considered incidental to cleaning and painting steel members.

**697.05 Payment.** The Engineer will pay for the accepted pay item listed below at contract price per lump sum, as shown in the proposal schedule. Payment will be full compensation for work prescribed in this section and contract documents.

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

Pay Item	Pay Unit
Clean and Paint Structural Steel Members - _____	Lump Sum

**END OF SECTION 697”**



## SECTION 699 – MOBILIZATION

Make the following amendments to said Section:

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

**“699.03 Applicability.** Maximum bid allowed for this item is an amount not to exceed 6 percent of the sum of all items excluding the bid price of this item.”

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

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

**END OF SECTION 699**

## SECTION 708 – PAINTS

Make the following amendments to said Section:

(I) Add the following after line 23:

“(E) **3-Coat Paint System** NEPCOAT Qualified Products List B

(F) **Low Surface Energy, Corrosion-Resistant Surface Treatment.**

The low-surface energy, corrosion-resistant surface treatment should consist of a material which is water-based, non-toxic, and with no volatile organic content (VOC). The surface treatment should be capable of application onto either existing or newly applied paints without the need for any additional primer. The topcoat material should not exceed 3 mils in final application, and should be applicable with a final cure time of less than 24 hours. The surface treatment material should demonstrate abrasion resistance of with less than 70mg material loss after Taber testing outlined by ASTM D3359, and adhesion strength  $\geq$  1000psi using mechanical surface preparation only using ASTM D4541. The material should at minimum demonstrate no delamination, peeling, or corrosion under insulation (CUI) after 1000 hours of continuous exposure to neutral salt spray (NSS) according to ASTM B117.”

END OF SECTION 708

## **Requirements of Chapter 104, HRS**

### **Wages and Hours of Employees on Public Works Law**

---

Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

#### **Rate of Wages for Laborers and Mechanics**

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

#### **Overtime**

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

#### **Weekly Pay**

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

#### **Posting of Wage Rate Schedules**

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

#### **Withholding of Accrued Payments**

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

#### **Certified Weekly Payrolls and Payroll Records**

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
  - the name and home address of each employee
  - the last four digits of social security number
  - a copy of the apprentice's registration with DLIR
  - the employee's correct classification
  - rate of pay (basic hourly rate + fringe benefits)
  - itemized list of fringe benefits paid
  - daily and weekly hours worked
  - weekly straight time and overtime earnings
  - amount and type of deductions
  - total net wages paid
  - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

## Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

## Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeymen in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyman rate will not be considered a journeyman for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

## Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
  - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
  - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
  - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and  
**Suspension** from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]

**For additional information, visit the department's website at <http://labor.hawaii.gov/wsd> or contact any of the following DLIR offices:**



Oahu (Wage Standards Division).....(808) 586-8777  
Hawaii Island .....(808) 974-6464  
Maui and Kauai .....(808) 243-5322

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION  
HONOLULU, HAWAII

P R O P O S A L

6/02/98

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

**PROJECT:** Hawaii Belt Road, Hamakua Coast Bridge Repairs (Wailuku, Hakalau, and Nanue Stream Bridges)

**PROJECT NO.:** 19HK-01-22M

**COMPLETION TIME:** 60 Working days from the Start Work Date from the Department.

**LIQUIDATED DAMAGES:** \$5,000 per Working day

**DESIGN PROJECT MANAGER:**

<b>NAME:</b>	Holly Yuen
<b>ADDRESS:</b>	601 Kamokila Blvd., Rm 688, Kapolei, HI 96707
<b>PHONE NO.:</b>	808 692-7548
<b>EMAIL:</b>	holly.yuen@hawaii.gov

Director of Transportation  
869 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

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

The undersigned bidder further agrees to the following:

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

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The bidder acknowledges receipt of and certifies that it has completely examined the following listed items: 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 Joint Contractor or Subcontractor and the nature of work to be done by each. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

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

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

("None" or if left blank indicates no Subcontractor or Joint Contractor; if more space is needed, attach additional sheets.)

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

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

\_\_\_\_\_  
Bidder

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person (If different from above.)

\_\_\_\_\_  
Phone Number and Email 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.

## **PREFERENCES**

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

### **A. HAWAII PRODUCTS PREFERENCE**

It is understood that certain Hawaii Products may be acceptable for use in this project and that, pursuant to Act 192, SLH 2009, which provides preference for Hawaii Products, a bidder proposing to use such Hawaii products shall so designate in the schedule provided below.

If a bidder proposes to use Hawaii Products, the bidder must so designate in said schedule by entering the cost of such product in the appropriate space provided. Failure on the part of the bidder to designate the use of Hawaii products will automatically void any preference for that product.

Persons desiring to qualify product(s) not currently on the list, shall complete form SPO-38, *Certification for Hawaii Product Preference* in accordance with the Special Provisions of these specifications.

It is understood by the bidder that if the bidder elects to furnish qualified Hawaii Products, and is awarded the contract, then fails to use such products or meet the requirements of such preference, the bidder shall be subject to the statutory penalties, provided in Section 103D-1002, Hawaii Revised Statute, and such other remedies as may be available to the State.

**( ) Yes, I propose to use Hawaii Products and claim the Hawaii Products Preference. I have filled in the table on the following pages as applicable.**

### **B. APPRENTICESHIP PROGRAMS PREFERENCE**

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

**( ) Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.**

### **C. RECYCLED PRODUCT PREFERENCE**

Recycled product preference shall not apply to this proposal.

**DESIGNATION OF APPROVED HAWAII PRODUCTS\* TO BE USED**  
**\*CONSTRUCTION PRODUCTS AND SOIL AMENDMENTS/PRODUCTS**

Product Category	Product Subcategory as applicable	Manufacturer	Cost FOB Jobsite, Unloaded Including Applicable General Excise & Use Taxes (a)	10% (b)	Credit (a) x (b)
Aggregates – Basaltic Termite Barrier		Ameron International Corporation (Oahu)(Maui)	\$		\$
		HC&D LLC (Oahu)	\$		\$
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral		Ameron International Corporation (Oahu)(Maui)	\$		\$
		Delta Construction Corporation (Oahu)	\$		\$
		Edwin Deluz Trucking & Gravel LLC (Hawaii)	\$		\$
		Goodfellow Bros, Inc. (All Islands)	\$		\$
		Grace Pacific (Oahu)	\$		\$
		GW Construction (Hawaii)	\$		\$
		Hawaiian Cement (Oahu) (Maui)	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
		Kauai Aggregates (Kauai)	\$		\$
		HC&D LLC (Oahu) (Maui)	\$		\$
		Puna Rock Co., LTD. (Hawaii)	\$		\$
		Sanford's Service Center, Inc. (Oahu) (Maui) (Hawaii) (Kauai)	\$		\$
		Sphere, LLC (Oahu)	\$		\$
		Tileco, Inc. (Oahu) (Hawaii) (Maui) (Kauai)	\$		\$
		Tri-L Construction, Inc. (Molokai)	\$		\$
		West Hawaii Concrete (Hawaii)	\$		\$
		Yamada and Sons, Inc. (Hawaii)	\$		\$
Aggregates – Recycled Asphalt and Concrete		Glover Honsador (Kauai)	\$		\$
		Grace Pacific (Oahu)	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Oahu)	\$		\$
		West Oahu Aggregate Co. Inc. (Oahu)	\$		\$

Asphalt and Paving Materials		Ala Imua LLC (Oahu)	\$		\$
		Black Maui Rose LLC (Maui)	\$		\$
		Black Plumeria LLC (Oahu)	\$		\$
		GP Roadway Solutions, Inc. (All Islands)	\$		\$
		Grace Pacific Corporation (Hawaii) (Oahu) (Kauai)	\$		\$
		Halawa Asphalt LLC (Oahu)	\$		\$
		Hawaii Emulsion, Inc. (All Islands)	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
		Maui Asphalt X-IV, LLC (Maui) (Molokai)(Kauai)	\$		\$
		Maui Paving LLC (Maui) (Molokai)	\$		\$
		Road and Highway Builders (Oahu)	\$		\$
		Walker-Moody Pavement Products & Equipment (All Islands)	\$		\$
		Yamada and Sons, Inc. dba YS Rock and Con-Agg of Hawaii (Hawaii)	\$		\$
Cement and Concrete Products		Ameron International Corporation (Oahu) (Maui)	\$		\$
		BOMAT, Ltd. (All Islands)	\$		\$
		Glover Honsador (Kauai)	\$		\$
		Hawaiian Cement (Oahu)(Maui)	\$		\$
		Island Ready Mix Concrete, Inc. (Oahu)	\$		\$
		Jas. W. Glover, Ltd. (Hawaii)(Kauai)	\$		\$
		Jensen Enterprises (All Islands)	\$		\$
		Kiewit Infrastructure West Co. (Oahu)	\$		\$
		Kohala Coast Concrete & Precast LLC (Hawaii)	\$		\$
		HC&D LLC (Oahu) (Maui)	\$		\$
		O. Thronas, Inc. (Kauai)	\$		\$
		Road and Highway Builders, LLC (Oahu)	\$		\$
		Tileco, Inc. (Oahu)(Hawaii)(Maui)(Kauai)	\$		\$
		Tri-L Construction, Inc. (Molokai)	\$		\$
		West Hawaii Concrete (Hawaii)	\$		\$
		Yamada and Sons, Inc. (Hawaii)	\$		\$

Precast Concrete Products		Aloha Precast, Inc. (All Islands)	\$		\$
		Ameron International Corporation (Oahu)	\$		\$
		GPRM Prestress LLC (All Islands)	\$		\$
		Hawaii Concrete Products, Inc. (Oahu)	\$		\$
		Hawaii Precast, Inc. (All Islands)	\$		\$
		Kohala Coast Concrete & Precast LLC (Hawaii)	\$		\$
		Ramtek Fabrication Co., Inc. (All Islands)	\$		\$
		Walker Industries, Ltd. (Oahu)(Hawaii)(Maui)(Kauai)	\$		\$
Environmental Sewage – Treatment Innovative System (ESIS)	Septic Tanks	Ameron International Corporation (Oahu)	\$		\$
		Environmental Waste Management Systems, Inc. (Oahu)(Hawaii)(Maui)(Kauai)	\$		\$
		Walker Industries, Ltd. (All Islands)	\$		\$
Hot Dip Galvanizing		Universal Associates, Inc. (Oahu)	\$		\$
Metal Roofing and Flashing – Preformed		HPM Building Supply (All Islands)	\$		\$
Pipes – Aluminum and Galvanized	Pipes – Misc.	Ameron International Corporation (Oahu)	\$		\$
Aluminum Floating Dock – Misc.		Bluewater Marine and Dock Specialties (All Islands)	\$		\$
		High Seas Welding LLC dba JS Marine (All Islands)	\$		\$
Signs – Traffic, Regulatory & Construction		GP Roadway Solutions, Inc. (All Islands)	\$		\$
		Safety Systems and Signs Hawaii, Inc. (All Islands)	\$		\$
Veneer		Big Rock Manufacturing (All Islands)	\$		\$

Soil Amendments, Mulch, Compost		Eko Systems Inc. (Oahu) (Maui) (Hawaii)(Kauai)	\$		\$
		Hawaiian Earth Recycling LLC (All Islands)	\$		\$
		Island Topsoil LLC (All Islands)			
		Kauai Nursery & Landscaping, Inc. (All Islands)	\$		\$
		Molokai Seed Co. (All Islands)	\$		\$
		Sanford’s Service Center, Inc. (Hawaii)	\$		\$
Compost Filter		EnviroTech BioSolutions Hawaii, Inc. (All Islands)	\$		\$
		Certified Erosion Control Hawaii LLC (All Islands)	\$		\$
TOTAL			\$		\$

### PROPOSAL SCHEDULE

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
209.1000	Installation, Maintenance, Monitoring, and Removal of BMP and Work Platform – Wailuku Bridge	L.S.	L.S.	L.S.	\$ _____
209.2000	Installation, Maintenance, Monitoring, and Removal of BMP and Work Platform – Hakalau Bridge	L.S.	L.S.	L.S.	\$ _____
209.3000	Installation, Maintenance, Monitoring, and Removal of BMP and Work Platform – Nanue Bridge	L.S.	L.S.	L.S.	\$ _____
501.1000	Structural Steel – Wailuku Bridge Repairs	L.S.	L.S.	L.S.	\$ _____
501.2000	Structural Steel – Hakalau Bridge Repairs	L.S.	L.S.	L.S.	\$ _____
501.2200	Doubler Plates – Hakalau Bridge	F.A.	F.A.	F.A.	\$50,000.00
501.3000	Structural Steel – Nanue Bridge Repairs	L.S.	L.S.	L.S.	\$ _____
501.3100	Oversized Hardware – Nanue Bridge	F.A.	F.A.	F.A.	\$5,000.00
648.1000	Field-Posted Drawings	L.S.	L.S.	L.S.	\$ _____
697.1000	Clean and Paint Structural Steel Members – Wailuku Bridge	L.S.	L.S.	L.S.	\$ _____
697.2000	Clean and Paint Structural Steel Members – Hakalau Bridge	L.S.	L.S.	L.S.	\$ _____
697.3000	Clean and Paint Structural Steel Members – Nanue Bridge	L.S.	L.S.	L.S.	\$ _____
699.1000	Mobilization (Not to exceed 6 percent of the sum of all items excluding bid price of this and force account items)	L.S.	L.S.	L.S.	\$ _____



PROPOSAL SCHEDULE					
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Sum of All Items .....					\$ _____
NOTE: 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 Sections 696 - Field Office and Project  
6 Site Laboratory and 699 - Mobilization for the limitation of the amount bidders are  
7 allowed to bid.

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

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

18  
19 The 'Sum of All Items' will be used to determine the lowest responsible  
20 bidder.

21  
22 The Bid shall include all Federal, State, County and other applicable taxes.

# SURETY BID BOND

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(Full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

\_\_\_\_\_  
(Name of bonding company)  
as Surety, hereinafter called Surety, a corporation authorized to transact business as a  
Surety in the State of Hawaii, are held and firmly bound unto

\_\_\_\_\_  
(State/county entity)  
as Owner, hereinafter called Owner, in the penal sum of

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

## WHEREAS:

The Principal has submitted an offer for \_\_\_\_\_

\_\_\_\_\_  
(Project by number and brief description)

## NOW, THEREFORE:

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Seal) \_\_\_\_\_  
Name of Principal (Offeror)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal) \_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**FORMS**

**Contents**

**Contract**

**Performance Bond (Surety)**

**Performance Bond**

**Labor and Material Payment Bond (Surety)**

**Labor and Material Payment Bond**

**Chapter 104 Compliance Certificate**

**Certification of Compliance for Employment of State Residents**

# 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 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 Obligea 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 Obligea, 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 Obligea, 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 Obligea, 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 Obligor, 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 Obligor on  
\_\_\_\_\_ for the following project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

# LABOR AND MATERIAL PAYMENT BOND

## KNOW ALL BY THESE PRESENTS:

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

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

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

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_  
entered into a contract with Oblige for the following Project: \_\_\_\_\_

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

**NOW THEREFORE,**

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

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

**AND IT IS HEREBY STIPULATED AND AGREED** that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_  
Name of Contractor

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:

A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and

B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.

2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

«CONTRACTOR»

Name of Corporation, Partnership, or Individual

\_\_\_\_\_  
Signature and Title of Signer

Notary Seal  
NOTARY ACKNOWLEDGEMENT

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

Notary Seal  
NOTARY CERTIFICATION

Doc. Date: \_\_\_\_\_ #Pages: \_\_\_\_\_  
Notary Name: \_\_\_\_\_ Circuit  
Doc. Description: \_\_\_\_\_  
\_\_\_\_\_  
Notary signature \_\_\_\_\_  
Date \_\_\_\_\_



## **PROVISIONS TO BE INCLUDED IN CONSTRUCTION PROCUREMENT SOLICITATIONS**

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
  - a. "Contract" means contracts for construction under 103D, HRS.
  - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
  - c. "Construction" has the same meaning as in Section 103D-104, HRS.
  - d. "General Contractor" means any person having a construction contract with a governmental body.
  - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
  - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
  - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
  - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
  - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
  - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
  - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
  - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE  
FOR  
EMPLOYMENT OF STATE RESIDENTS  
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: \_\_\_\_\_

Agency Project No: \_\_\_\_\_

Contract No.: \_\_\_\_\_

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011--Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of \_\_\_\_\_ and

(Name of Contractor or Subcontractor Company)

for the Project Contract indicated above, \_\_\_\_\_ was in

(Name of Contractor or Subcontractor Company)

compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

☐ I am an officer of the **Contractor** for this contract.

☐ I am an officer of a **Subcontractor** for this contract.

*CORPORATE SEAL*

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

Subscribed and sworn to me before this  
\_\_\_\_ day of \_\_\_\_\_, 2011.

Doc. Date: \_\_\_\_\_ # of Pages \_\_\_\_\_ 1<sup>st</sup> Circuit

Notary Name: \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, 1<sup>st</sup> Circuit, State of Hawai'i  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION