STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

ADDENDUM NO. 1

for

INSTALLATION OF PAVEMENT PRESERVATION STRATEGIES AND SURFACE TREATMENTS AT VARIOUS LOCATIONS
ISLAND OF HAWAII
FEDERAL-AID PROJECT NO. STP-0100(077)

The following amendments shall be made to the Bid Documents:

A. NOTICE TO BIDDERS

Revise the scope of work to say the following:

> "The scope of work includes cold planing, resurfacing, and surface treatment on the Island of Hawaii with an indefinite quantity of work as-needed and directed by the State."

B. TABLE OF CONTENTS

1. Replace Table of Contents dated 4/9/18 with the attached Table of Contents dated r7/9/18.

C. SPECIAL PROVISIONS

1. Replace Special Provision Section 102 dated 3/23/18 with the attached Special Provision Section 102 dated r7/5/18.

2. Replace Special Provision Section 103 dated 3/23/18 with the attached Special Provision Section 103 dated r7/9/18.

3. Replace Special Provision Section 105 dated 12/20/17 with the attached Special Provision Section 105 dated r4/12/18.

4. Replace Special Provision Section 108 dated 2/7/18 with the attached Special Provision Section 108 dated r7/5/18.

5. Replace Special Provision Section 110 dated 5/14/18 with the attached Special Provision Section 110 dated r7/9/18.

6. Replace Special Provision Section 404 dated 03/28/18 with the

attached Special Provision Section 404 dated r7/9/18.

7. Replace Special Provision Section 408 dated 2/9/18 with the attached Special Provision Section 408 dated r7/9/18.

8. Insert the attached Special Provision Section 413 – Cold Planing of Weakened Pavement Areas dated r7/9/18.

9. Remove Special Provision Section 414 – Reconstruction of Weakened Pavement Areas dated 1/30/18.

10. Replace Figure 1 with the attached Figure 1 dated r7/9/18.

11. Replace Figure 3 with the attached Figure 3 dated r7/9/18.

12. Replace the Federal Wage Rates dated 4/27/18 with the attached Federal Wage Rates dated 7/6/18.

D. PROPOSAL SCHEDULE

1. Replace Proposal Schedule Pages P-8 to P-15 dated 6/15/18 with the attached Proposal Schedule Pages P-8 to P-15 dated r7/9/18.

2. Replace Proposal Schedule Page P-16 dated 4/12/18 with the attached Proposal Schedule Page P-16 dated r7/9/18.

3. Replace Proposal Schedule Page P-17 dated 6/4/18 with the attached Proposal Schedule Page P-17 dated r7/9/18.

E. PRE-BID MEETING MINUTES

1. Attached are the July 3, 2018 Pre-bid Meeting Minutes and Attendance Sheets for your information.

F. ANSWERS TO QUESTIONS FROM PROSPECTIVE BIDDERS

1. Attached are RFIs and responses for your information.

Please acknowledge receipt of this Addendum No. 1 by recording the date of its receipt in the space provided on page P-4 of the Proposal.

JADE T. BUTAY
Director of Transportation

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Statement of Compliance
Form WH-348

Chapter 104, HRS Compliance Certificate

END OF TABLE OF CONTENTS

Make this section a part of the Standard Specifications:

"**SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

102.01 Prequalification of Bidders. Prospective bidders shall be capable of performing the work for which they are bidding.

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

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

102.02 Contents of Proposal Forms. The Department will furnish prospective bidders with proposal forms stating:

(1) The location,

(2) Description of the proposed work,

(3) The approximate quantities,

(4) Items of work to be done or materials to be furnished,

(5) A schedule of items, and

(6) The time in which the work shall be completed.

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.

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

102.03 Issuance of Proposal Forms. The Department reserves the right to refuse to issue proposal forms to prospective bidders, which refusal may be based on the following:

(1) Lack of competency or adequate machinery, plant, and other equipment (which determination may be based on the financial statement and experience questionnaires required under Subsection 102.01 - Prequalification of Bidders);

(2) Uncompleted work that might hinder or prevent the prompt completion of additional work if awarded;

(3) Failure to pay or settle bills due for labor and material on former contracts in force at the time of issuance of the project proposal forms;

(4) Failure to comply with qualification regulations of the Department;

(5) Default under previous contracts; or

(6) Lack of responsibility and cooperation from past work.

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

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

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

The Department may increase, decrease, or omit each scheduled quantities of work to be done and materials to be furnished.

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

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

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

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

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

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

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

(1) The nature and location of the work;

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

(3) The difficulties to be encountered; and

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

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

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

102.06 Preparation of Proposal. Bidders may bid on any or all areas. To be considered, bidder must submit a bid for all items within an area. 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.

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

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

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

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

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

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

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

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

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

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

(6) If in the opinion of the Director, the bidder and its listed subcontractors do not have the Contactor's licenses or combination of 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. In as much as the contract to be executed is a price-term, open end, or requirements contract under which the contract price, or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the proposal guaranty required shall be in the following amounts:

Proposal	Security Amount
A – Area 1	$6,250.00
B – Area 2	$6,250.00
C – Area 3	$6,250.00
D – Area 4	$6,250.00

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.

102.09 Delivery of Proposal. The Bidder shall submit the proposal in a sealed envelope, bearing on the outside the identity of the project and the its name and address. The Department will reject and return a proposal unopened if received after the time set for the opening of bids.

102.10 Withdrawal or Revision of Proposals. A bidder may withdraw or revise a proposal after the bidder deposits the proposal with the Department, provided the Department receives such withdrawal or revision request in writing before the time set for the opening of bids.

102.11 Public Opening of Proposals. The Department will open and read the proposals publicly at the time and place shown in the Notice to Bidders. Invited are bidders, their authorized agents, and other interested parties to be present.

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.

(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 in writing and addressed to the Contracts Officer. The face of the envelope containing the request must be clearly marked 'SUBSTITUTION REQUEST'. The request may be hand-carried or mailed to the DOT Contracts Office, Room 105, 869 Punchbowl Street, Honolulu, Hawaii 96813. In either case, the written request must be received by the DOT Contracts Office no later than 14 calendar days before the bid opening date, not including the bid opening date. The written request will be time stamped by the DOT Contracts Office. For the purpose of this section, the time designated by the time stamping device in the DOT Contracts Office shall be official. If the written request is hand-carried, the bearer is responsible to ensure that the request is time stamped by the DOT Contracts Office.

Submit 5 sets of the written request, technical brochures, and a statement of variances.

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

(B) Statement of Variances. The statement of variances must list all features of the proposed substitution that differ from the contract

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

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

102.15 Preferences. Preferences shall not apply to this project.

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

102.17 Addenda. Addenda issued shall become part of the contract documents. Addenda to the bid documents will be provided to all prospective bidders at the respective offices furnished for such purposes. Each addendum shall be an addition to the contract documents. The terms and requirements of the bid documents (i.e. drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued addendum."

END OF SECTION 102

Make this section a part of the Standard Specifications:

"SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.01 Consideration of Proposals. The Department will compare the proposals in terms of the summation of the products of the approximate quantities and the unit bid prices after the Contracts Officer opens and reads the proposals. The Department will make the results immediately available to the public. If a discrepancy occurs between the unit bid price and the bid price, the unit bid price shall govern.

The "Buy America" provisions in the Surface Transportation Assistance Act of 1982 is applicable to Federal-aid projects. Bidders may submit a bid based upon the furnishing and use of domestic steel or foreign steel. The Department will award the contract to the bidder who submits the lowest total bid based on furnishing domestic steel unless such total bid exceeds the lowest total bid based on furnishing foreign steel by more than 25 percent. The bases for the determination of foreign or domestic character of the steel are on place of manufacture. Manufacturing processes for domestic steel shall occur in the United States.

The Department directs the bidder to the instructions in the Proposal regarding alternate bidding procedures for foreign steel.

The Department will decide the total bid for bid comparison purposes as provided in the proposal. The Department will consider the bid based on furnishing domestic steel the lower of the bids if a tie occurs between a bid based upon furnishing foreign steel for the steel items and a bid based upon furnishing domestic steel for the steel items and including the 25 percent price differential allowed to bids based on furnishing domestic steel.

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

103.02 Award of Contract. The award of contract, if it be awarded, will be made within 60 calendar days after the opening of bids, to the lowest responsible bidder whose proposal complies with all the requirements. Separate contracts will be awarded for each area. If a bidder is determined the lowest bidder for multiple areas, those multiple areas will be awarded under one combined contract. The successful bidder will be notified by letter mailed to the address shown in its proposal, that its proposal has been accepted, and that it has been awarded the contract.

(1) Requirement for Award. To be eligible for award, the apparent low bidder will be contacted to submit copies of the documents listed below to demonstrate compliance with HRS

Section 103D-310(c). The documents should be submitted to the Department as soon as possible. If a valid certificate/clearance is not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. See also Subsection 108.03 – Preconstruction Data Submittal.

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

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

http://www.hawaii.gov/tax/

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

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

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

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

www.hawaii.gov/labor

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

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

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

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

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

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

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

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

www.hawaii.gov/dcca/

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

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

https://vendors.ehawaii.gov/hce/splash/welcome.html

Prospective bidders may submit a bid for any or all Areas on the basic proposal schedule. The awarding of the contract(s) will be made to the lowest responsible bidder for each Area.

This contract to be awarded is considered a requirement contract, as the pavement work by the Contractor will be made on an "as-needed" basis during the 12-month contract period. The State gives no assurance as the number of services it will purchase.

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

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

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

103.05 Requirement of Contract Bond. At the time of execution of the contract, the successful bidder shall file a good and sufficient performance bond and a payment bond on the forms furnished by the Department conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and for the prompt payment to all others for all labor and material furnished by them to the bidder and used in the prosecution of the work provided for in the contract.

The contract bond required shall be furnished by the Contractor for the term of the contract (12 months). The bond of the contract shall be submitted to the State, or such additional time as may be granted by the State. Such bond for each extended year may be extensions of the original bond by endorsements thereto. The bidder shall limit the acceptable performance and payment bonds to the following:

(a) Legal tender;

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

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

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

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

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

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

Proposal	Security Amount
A – Area 1	$500,000.00
B – Area 2	$500,000.00
C – Area 3	$500,000.00
D – Area 4	$500,000.00

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

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

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

END OF SECTION 103

SECTION 105 – CONTROL OF WORK

Make the following amendments to said Section:

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

"**105.01 Authority.**

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

(1) Interpretation of the contract documents.

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

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

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

(5) Compensation under the contract.

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

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

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

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

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

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

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

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

"**(A) Furnishing Drawings and Special Provisions.** The State will furnish the Contractor 2 sets of the special provisions. There are no project plans for this project. The Contractor shall have and maintain at least one set of specifications on the work site, at all times."

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

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

(V) 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

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

"108 – PROSECUTION AND PROGRESS

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

The Contractor shall be allowed up to 14 calendar days after the issuance of a work order to begin physical work. The Contractor shall notify the Engineer, in writing, at least five working days before beginning physical work.

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

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

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

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

Once physical work has begun, the Contractor shall work expeditiously and pursue the work diligently to completion with the contract time. If a portion of the work is to be done in stages, the Contractor shall leave the area safe and usable 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 30 calendar days from notice to proceed. Until the items listed below are received and found acceptable by the Engineer, the Contractor shall not start physical work unless otherwise authorized to do so in writing and subject to such conditions set by the Engineer. Charging of Contract Time will not be delayed, and additional contract time will not be granted due to Contractor delay in

submitting acceptable preconstruction submittals. No progress payment will be made to the Contractor until the Engineer acknowledges, in writing, receipt of the following preconstruction submittals acceptable to the Engineer:

(1) List of the Superintendent and other Supervisory Personnel, and their contact information.

(2) Name of person(s) authorized to sign for the Contractor.

(3) Work Schedule including hours of operation.

(4) Initial Progress Schedule (See Subsection 108.06 – Progress Schedule).

(5) Water Pollution and Siltation Control Submittals, including Site-Specific Best Management Practice Plan.

(6) Solid Waste Disposal form.

(7) Tax Rates.

(8) Insurance Rates.

(9) Certificate of Insurance, satisfactory to the Engineer, indicating that the Contractor has in place all insurance coverage required by the contract documents.

(10) Schedule of agreed prices.

(11) List of suppliers.

(12) Traffic Control Plan, if applicable.

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

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

The Engineer may direct the removal of any worker(s) who does not carry out the assigned work in a proper and skillful manner or who is disrespectful, intemperate, violent, or disorderly. The worker shall be removed forthwith by

the Contractor and will not work again without the written permission of the Engineer.

108.05 Contract Time.

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

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

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

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

Additional time to perform the extra work will be added to the time allowed in the contract without regard to the date the change directive was issued, even if the contract completion date has passed. A change requiring time issued after contract time has

expired will not constitute an excusal or waiver of pre-existing Contractor delay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Delays for Suspension of Work. When the performance of the work is totally suspended for one 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) and 108.05(B)(4).

(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 or Less or For Contract Time 100 Working Days or 140 Calendar Days or Less.

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

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

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

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

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

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

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

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

j) Incorporate all physical access and availability restraints.

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

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

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

(1) Four sets of the TSLD schedule.

(2) All the software files and data to re-create the TSLD in a computerized software format as specified by the Engineer.

(3) A listing of equipment that is anticipated to be used on the project. Including the type, size, make, year of manufacture, and all information necessary to identify the equipment in the Rental Rate Blue Book for Construction Equipment.

(4) An anticipated manpower requirement graph plotting contract time and total manpower requirement. This may be superimposed over the payment graph.

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

(a) Has a duration longer than five days.

(b) Is a milestone activity.

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

(d) Is a critical path activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The duration of all events and delays.

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

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

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

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

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

When the Contractor fails to reach substantial completion of the work for which liquidated damages are specified, within the time or times fixed in the contract or any extension thereof, in addition to all other remedies for breach that may be available to the State, the Contractor shall pay liquidated damages to the State, in the amount of $2,500 per working day.

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

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

When the Contractor fails to complete the work on such punchlist within the contract time or any extension thereof, the Contractor shall pay liquidated damages to the State of 20 percent of the amount of liquidated damages established for failure to substantially complete the work within

contract time. Liquidated damages shall not be assessed for the period between:

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

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

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

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

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

108.10 Suspension of Work.

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

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

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

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

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

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

(b) Carry out orders given by the Engineer.

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

(d) Provide adequate supervision on the jobsite.

(5) The convenience of the State.

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

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

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

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

(1) For weather related conditions.

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

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

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

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

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

108.11 Termination of Contract for Cause.

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

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

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

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

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

108.12 Termination For Convenience.

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

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

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

(1) Any completed work.

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

(3) The Contractor shall protect and preserve all property in the possession of the Contractor in which the 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 be reduced to reflect the anticipated rate of loss. No anticipated profit or consequential damage will be due or paid.

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

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

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

108.13 Pre-Final and Final Inspections.

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

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

(1) All written guarantees required by the contract.

(2) Two accepted final field-posted drawings as specified in Section 648 – Field-Posted Drawings;

(3) Complete weekly certified payroll records for the Contractor and Subcontractors.

(4) Certificate of Plumbing and Electrical Inspection.

(5) Certificate of building occupancy as required.

(6) Certificate of Soil and Wood Treatments.

(7) Certificate of Water System Chlorination.

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

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

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

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

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

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

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

After the Engineer is satisfied that the project appears substantially complete a final inspection shall be scheduled within ten 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.

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

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

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

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

108.17 Guarantee of Work.

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

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

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

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

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

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

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

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

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

(2) Any extension of time.

(3) Any possession taken by the Engineer.

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

108.19 Final Settlement of Contract.

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

(1) All written guarantees required by the contract.

(2) Complete and certified weekly payrolls for the Contractor and its subcontractor's.

(3) Certificate of plumbing and electrical inspection.

(4) Certificate of building occupancy.

(5) Certificate for soil treatment and wood treatment.

(6) Certificate of water system chlorination.

(7) Certificate of elevator inspection, boiler and pressure pipe installation.

(8) Tax clearance.

(9) All other documents required by the Contract or by law.

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

END OF SECTION 108

Make this section part of the standard specifications:

"SECTION 110 – INSTALLATION OF PAVEMENT PRESERVATION STRATEGIES AND SURFACE TREATMENTS AT VARIOUS LOCATIONS

110.01 Scope of Work. The work shall consist of furnishing all labor, necessary equipment, materials and traffic control, to repair pavement, and to apply surface treatments at various locations on the Island of Hawaii as requested by the Department by way of work orders during the term of the contract. All work shall be performed in a professional manner in accordance with current practices and this document. All asphalt and asphalt concrete base debris shall be removed daily at all locations. See Subsection 110.03 – Area of Coverage.

The Contractor shall work as directed by the Engineer or by the Highways Division's Hawaii District Maintenance Superintendent. The Contractor, as per Section 110.04 – Safety and Convenience, shall provide traffic control and its cost shall be inclusive of asphalt concrete pavement, slurry seal, and crack seal work cost.

The Contractor shall possess an "A" General Engineering Contractor's license, or "C-3" Asphalt Paving and Surfacing Contractor's license, or "C-3a" Asphalt Concrete Patching, Sealing, and Striping Contractor's license for the full term of the contract, and shall have possessed the license prior to the award of the contract. Failure to meet this requirement shall be cause for disqualification.

Pavement repair shall consist of one of the following:

1. 1-1/2" Hot Mix Asphalt Pavement. Resurface pavement with new 1-1/2 inches Hot Mix Asphalt (HMA) Pavement, Mix No. IV.

2. 1-1/2" Cold Planing and Resurfacing with Hot Mix Asphalt Pavement. Cold plane damaged or deteriorated pavement areas at a depth of one and one half (1-1/2) inches and resurface with new 1-1/2 inches Hot Mix Asphalt (HMA) Pavement, Mix No. IV. The minimum width of the cold planed area shall be nine (9) feet wide to include both vehicle wheel ruts in the reconstructed area. The new resurfaced finish grade shall be the existing road grade. Pavement surface that varies more than 3/16 inch from testing edge of straightedge between two contacts exceeds surface tolerance.

Schedule the work so that the areas are resurfaced before the completion of the day's work.

3. 2" Cold Planing and Resurfacing with Hot Mix Asphalt Pavement. Cold-plane damaged or deteriorated pavement areas at a depth of two (2) inches and resurface with new 2 inches HMA Pavement, Mix No. IV. The minimum width of the cold planed area shall be nine (9) feet wide to include both vehicle wheel ruts in the reconstructed area. The new resurfaced finish grade shall be the

existing road grade. Pavement surface that varies more than 3/16 inch from testing edge of straightedge between two contacts exceeds surface tolerance.

Schedule the work so that the areas are resurfaced before the completion of the day's work.

4. 3" Cold Planing and Resurfacing with Hot Mix Asphalt Pavement. Cold-plane damaged or deteriorated pavement areas at a depth of three (3) inches and resurface with new 3 inches HMA Pavement, Mix No. IV. The minimum width of the cold planed area shall be nine (9) feet wide to include both vehicle wheel ruts in the reconstructed area. The new resurfaced finish grade shall be the existing road grade. Pavement surface that varies more than 3/16 inch from testing edge of straightedge between two contacts exceeds surface tolerance.

Schedule the work so that the areas are resurfaced before the completion of the day's work.

5. 4" Cold Planing and Resurfacing with Hot Mix Asphalt Pavement. Cold-plane damaged or deteriorated pavement areas at a depth of four (4) inches and resurface with new 4 inches HMA Pavement, Mix No. IV. The minimum width of the cold planed area shall be nine (9) feet wide to include both vehicle wheel ruts in the reconstructed area. The new resurfaced finish grade shall be the existing road grade. Pavement surface that varies more than 3/16 inch from testing edge of straightedge between two contacts exceeds surface tolerance.

Schedule the work so that the areas are resurfaced before the completion of the day's work.

6. Cold Planing of Weakened Pavement Areas. Cold plane at a depth of 6 inches, backfill the cold planed weakened pavement areas with 2 to 4-1/2 inches Hot Mix Asphalt Base Course, and resurface with 1-1/2 to 4 inches HMA Pavement, Mix No. IV for a total pavement section of 6 inches. The new resurfaced finish grade shall be the existing road grade. Pavement surface that varies more than 3/16 inch from testing edge of straightedge between two contacts exceeds surface tolerance.

See Figure 1, for Cold Planing of Weakened Pavement Area Typical Section.

Schedule the work so that the cold planed areas are backfilled before the completion of the day's work.

7. Scarify Existing Pavement. Scarify pavement as directed. The intention of this work is to enhance skid resistance on the highway. Scarifying shall be parallel to the direction of traffic flow, shall be accomplished with a cold planer, and at an amplitude not to exceed one-quarter inch (1/4") or as directed by the Engineer. The pavement shall be scarified as a width of 10 feet or as directed by

the Engineer on the travel way only, and all existing pavement markings shall be preserved (in other words, scarify between the yellow and white stripes only). A seal coat of emulsified asphalt, diluted with water at a ratio of 1:1, shall be applied to the scarified areas.

8. Cut Cores in Existing Pavement. Cut four-inch (4") diameter sample cores to the full depth of the existing pavement. The intention of this work is to determine the condition of the underlying pavement structure and base. The number of cores and the location of the sampling shall be as directed. The core holes shall be filled with hot mix AC of the type used in the paving of the section being repaired.

9. Leveling of Existing Pavement. Install HMA Concrete Pavement to level dips, sags, and depressions as directed by the Engineer. The new leveled surface finish grade shall be the existing road grade. Pavement surface that varies more than 3/16 inch from testing edge of straightedge between two contacts exceeds surface tolerance.

10. Slurry Seal. See Section 404 – Slurry Seal.

11. Crack Seal. See Section 408 – Crack Seal.

If the existing pavement marking is required to be removed during pavement repair or other work done under this contract, the Contractor shall install temporary pavement markings. This work shall be considered incidental to the appropriate pavement repairs.

110.02 Contract Period and Option to Extend. The period of the contract shall be for 12 months commencing from the Start Work Date indicated from the Department. There is an option to extend for 2 additional 12 month periods, without re-bidding, upon mutual agreement in writing prior to the contract expiration date, provided the initial bid price remains the same. The maximum contract period is 36 months.

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

110.03 Area of Coverage. The project requires the Contractor to repair pavement at various locations on the Island of Hawaii. Work shall be grouped into four (4) areas along with the corresponding routes as shown on the attached map of the island of Hawaii (Figure 2). Note: The pavement repairs may extend to streets that are connected to State highways. The four areas are:

(A) Area 1: Area 1 is comprised of all the State Highways on the Island of Hawaii in the Districts of Puna and Kau from the district boundary at the

5.5 mile marker on Highway 11 to the south of Hinalea Bridge at the 57.75 mile marker on Highway 11.

(B) Area 2: Area 2 is comprised of all State Highways on the Island of Hawaii in the Districts of North Hilo and South Hilo from the district boundary at the 30.3 mile marker on Highway 19 to the district boundary at the 5.5 mile marker on Highway 11.

(C) Area 3: Area 3 is comprised of all State Highways on the Island of Hawaii in the Districts of South Kohala, North Kohala, and Hamakua from the district boundary at the 76.38 mile marker on Highway 19 and 14.1 mile marker on Highway 190 to the district boundary at the 30.3 mile marker on Highway 19.

(D) Area 4: Area 4 is comprised of all State Highways on the Island of Hawaii in the Districts of North Kona, South Kona, and Kau from the district boundary at the 76.38 mile marker on Highway 19 and 14.1 mile marker on Highway 190 to the south of Hinalea Bridge at the 57.75 mile marker on Highway 11.

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

All Traffic Control and safety measures shall be done in Conformance with the "Administrative Rules of Hawaii Governing the Use of Traffic Control Devices at Work Sites on or Adjacent to Public Streets and Highways" adopted by the Director of Transportation, and the current U.S. Federal Highway Administration "Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition. Costs for traffic control shall include set-up and removal of all signs, cones, delineators, barricades, flag persons, police officers, arrow boards, etc., and shall be included in the contract price of the various contract items in Section 401 – Hot Mix Asphalt Pavement, Section 404 – Slurry Seal, and Section 408 – Crack Seal. See Section 645 – Work Zone Traffic Control.

Do not close traffic lanes or slow down traffic during the following peak hours (unless otherwise approved by the Engineer):

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

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

Night work is not allowed under this contract.

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

The Contractor shall remove debris daily and shall leave the work site in a condition equal to or cleaner than prior to commencing work. The Contractor shall be responsible for all hauling and lawful disposal of debris. Any unauthorized or illegal disposal is grounds for termination of the contract.

110.05 Hours of Operation. The Contractor shall be available to provide the specified services during normal working hours and complete the services within the period specified in the work order or as directed by the Engineer. Normal working days and hours for the project are defined as Monday through Friday, 8:30 A.M. to 3:00 P.M., except for State holidays. Work hours on Highway 130 are defined as Monday through Friday, 8:30 A.M to 2:30 P.M.

Refer to Section 645 – Work Zone Traffic Control. Authorized Highways personnel will contact the Contractor to schedule work, as needed. All services requested after normal work hours may be charged in accordance with Subsection 107.04 – Overtime and Night Work.

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

110.07 Work Orders. The Engineer or his representative will email, phone, or text a work order (Figure 3) for each pavement work. Within 48 hours of receiving a work order, the Contractor shall submit a proposed work schedule that demonstrates that work will begin within 2 weeks and be completed by the date indicated on the work order. At certain work sites, erosion control plans or BMP plans will be requested by the Engineer. Submit the signed work order, proposed schedule and BMP plans for approval to the Highways Division District Office, District Engineer, 50 Makaala Street, Hilo, HI 96720. Work shall not be performed unless the Contractor receives an approval from the Engineer. The Engineer or his representative shall authorize any increases in the total price.

110.08 Basis of Payment. Pavement repairs will be made through purchase orders placed with the Contractor during the contract period for which payment will be based on the quantities placed and the unit bid prices in the proposal schedule which prices shall include payment for all materials, equipment, tools, labor, and incidentals necessary to complete the pavement repairs.

The Contractor shall submit monthly invoices to the Hawaii District Office, District Engineer, 50 Makaala Street, Hilo, Hawaii 96720, if services are rendered. (See Subsection 109.08 - Progress Payments)."

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236 **END OF SECTION 110**

Make this section a part of the Standard Specifications:

"SECTION 404 - SLURRY SEAL

404.01 Description. This section describes furnishing and applying slurry seal on an existing asphalt surface.

404.02 Materials.

Emulsified Asphalt (Type CQS-1h with 2% Polymer Latex)	702.04
Aggregate for Slurry Seal	703.11
Filler	703.15
Water	712.01

(A) General. Slurry seal shall include uniform blend of emulsified asphalt, aggregate, water, and if required by job-mix formula, filler.

(B) Job-Mix Formula and Tests. Unless otherwise specified, design and test job-mix formula in accordance with ASTM D 3910 and International Slurry Seal Association (ISSA) technical bulletins, for Type III slurry seal, and as indicated in the contract documents.

Tolerance of plus or minus 1 percent will be allowed in residual asphalt content from that specified in job-mix formula accepted by the Engineer.

(C) Submittals. Submit slurry seal job-mix formula for each type of slurry seal mix indicated in the contract documents as follows:

(1) Design percent of aggregate passing each required sieve size.

(2) Design percent of residual asphalt added to aggregate, based on dry weight of aggregate.

(3) Source of aggregate.

(4) Grade of emulsified asphalt.

(5) Test data used to develop job-mix formula.

(6) Slurry seal equipment calibration and production settings for approved job-mix formula.

If design requirements are modified after the Engineer accepts job-mix formula, submit new job-mix formula before using slurry seal produced from modified mix design.

(D) Material Storage & Handling. A barrier shall be placed under the aggregate stockpile to prevent underlying material from being incorporated into the slurry seal aggregate. Prior to loading aggregates into mixing machine bins, aggregates shall be screened to remove oversized material.

404.03 Construction.

(A) Test Section. Before production and after calibration as specified in Subsection 404.03(C)(6) - Equipment Calibration, apply slurry seal onto test section using same mixture, equipment, and method proposed for use in the work. Test section shall be at least 10 feet by 50 feet and applied under typical project environmental conditions. A separate test section is required for each piece of equipment that will be used on the project. The test sections shall also include a demonstration of the equipment change-out procedure for material resupply to verify the consistency of the slurry material upon restart and the ability to construct an acceptable construction joint. The Engineer will determine location of test section. Prior to continuation of slurry seal production, mixture samples may be taken and the test strip will be evaluated to verify mix consistency, proportioning, application rate, and set time.

(B) Weather Limitation. Application of slurry seal will not be allowed under the following conditions:

(1) On wet surfaces as determined by the Engineer.

(2) When air temperature is below 60 degrees F and falling. Slurry seal may be applied when air temperature is above 50 degrees F and rising. Air temperature will be measured in shade and away from artificial heat.

(3) When weather conditions prevent proper method of construction.

(C) Equipment.

(1) General. Keep equipment, tools, and machinery clean and maintained in satisfactory condition.

(2) Mixing Equipment. Use self-propelled machine specifically designed and manufactured to lay slurry seal. Mixing machine shall be either truck-mounted or continuous-run design. A continuous-run machine is defined as one that is equipped to self-load while

continuing to lay slurry seal. Either type machine shall be able to accurately deliver and proportion aggregate, emulsified asphalt, water, and if specified by job-mix formula, filler to maintain adequate supply to the proportioning controls.

If continuous-run machine is used, equip to allow operator to have full control of forward and reverse speeds during slurry seal application; and to include opposite-side driver stations and forward and reverse speed controls.

(3) Proportioning Devices. Provide and label individual volume or weight controls for proportioning each material to be added to mix.

(4) Spreading Equipment. Spread mixture uniformly by means of conventional surfacing spreader box attached to mixer and equipped to agitate and spread material evenly throughout box. Provide front seal that prevents loss of mixture at road contact point and adjustable rear seal the functions as final strike-off. Design and operate spreader box and rear strike-off such that uniform consistency is achieved to produce free flow of material to rear strike-off. Equip spreader box with means to side shift box to compensate for variations in pavement geometry. Burlap drag or other accepted screed may be attached to rear of spreader box to provide uniform, highly textured mat.

(5) Auxiliary Equipment. Provide other tools or equipment, such as brushes, hose equipment, tank trucks, water distributors and flushers, power sweepers, and power blowers.

(6) Equipment Calibration. Calibrate in the Engineer's presence all equipment to be used in performance of the work. Submittal of previous calibration documents may be used in lieu of calibration in the Engineer's presence if documented calibration were made within one calendar year of submittal. Include individual calibration of each material at various settings, which can be related to machine's metering devices. No machine will be allowed to be used on project until calibration has been completed and accepted.

After calibration and prior to production, make test strips for each machine. Test strips shall be part of test section specified in Subsection 404.03(A) - Test Section. Upon failure of test for mix consistency, proportioning, or rate of application, or combination thereof, additional test strips at no increase in contract price or contract time will be required until each machine is accepted for

work. Machine failing to pass specified tests after three trials will not be allowed to be used on project.

(D) Preparation of Surfaces. Immediately before applying slurry seal, clean existing pavement in accordance with Section 310 - Brooming Off.

Remove all pavement markers and eradicate the existing thermoplastic pavement striping.

Cold plane the existing pavement to provide a smooth transition between the slurry seal and any existing pavement or structure. The cold planed or ground transition shall be a minimum width of one foot from the edge of the existing pavement or structure and deep enough for the slurry seal to match the grades of the existing pavement or structure. This work shall be completed and paid for under the pay item, Cold Planing.

Distressed areas on the existing pavement indicated for removal and replacement with hot-mix asphalt shall be completed at least seven days prior to the start of slurry seal placement. The cold planed weakened pavement areas shall not be higher than the existing pavement surface and may be recessed up to 1/8-inch below the existing pavement surface. This work shall be completed and paid for under the pay item, Cold Planing of Weakened Pavement Areas.

Contaminated areas on the existing pavement including but not limited to chemical spills/stains and accumulation of debris or organic matter shall be removed, cleaned with an approved biodegradable cleaning solution, and thoroughly rinsed. Persistent stains shall be removed by spot-grinding or torching and sealed with an approved oil spot primer. High pressure washing is not permitted.

Manholes, valve boxes, drop inlets and other service entrances as well as survey and centerline monuments, shall be protected from the slurry seal by a suitable method. Contractors shall be held liable for any service entrances and monuments covered up resulting from construction. The clean up of any service entrances and monuments shall be at the expense of the contractor.

The Engineer shall approve surface prior to application of slurry surfacing.

(E) Application of Slurry Seal. Apply slurry seal in accordance with ASTM D 3910, ISSA A105, and as indicated in the contract documents. Pour slurry seal into spreader box in sufficient quantity to completely cover full width of spreader. Do not overload the spreader or allow slurry seal to flow out of the sides of the spreader box. The slurry seal shall possess sufficient stability so that the premature breaking of the material in the

spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water and emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Spraying of additional water into the spreader box will not be permitted.

Apply slurry seal in one uniformly blended coat. Use hand spreaders only in areas where spreader box cannot be used.

Lumping, balling, or unmixed aggregate in the slurry seal shall not be permitted. No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess oversize develops, the job will be stopped until the Contractor is able to prove that the situation has been corrected. All cost and time expense related to the stoppage will be the responsibility of the Contractor.

(F) Joints, Trimming Edges, Removal of Excess Material, and Corrective Measures. Excess buildup, uncovered areas, or unsightly appearance shall not be permitted. All excess slurry seal build-up on longitudinal and transverse joints shall be removed. Place longitudinal joints on lane lines. Half passes and odd-width passes may only be used in minimum amounts and only when authorized by the Engineer. The contractor shall provide suitable width-spreading equipment to minimize the number of longitudinal joints throughout the project. Longitudinal lane line joints shall not overlap more than six inches.

Excess slurry seal on areas such as shoulders, gutters, curbs, utility covers, and pavement markers and striping to remain shall be removed.

All deficiencies in the slurry seal, resulting from but not limited to poor workmanship, contractor's operations, removal of temporary traffic control measures, and early opening to vehicular traffic, shall be repaired before acceptance. All corrective measures shall be considered incidental to the slurry seal. The corrective methods shall be approved by the Engineer.

(G) Protection of Slurry Seal. Except for construction equipment used for slurry seal operations, keep traffic off slurry seal until such time that mixture has cured sufficiently so that slurry seal will not adhere to and be picked up by vehicle tires. Ensure that cured slurry seal adheres firmly to existing surface.

404.04 Measurement. The Engineer will measure slurry seal per square yard in accordance with the contract documents.

The Engineer will not measure preparation of surfaces except for cold planing and cold planing of weakened pavement areas work. All other work mentioned in the preparation of surfaces shall be considered incidental to slurry seal activities.

404.05 Payment. The Engineer will pay for the accepted slurry seal at the contract unit price basis, as shown in the proposal schedule. Payment will be full compensation for the work prescribed in this section and the contract documents.

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

Pay Item	**Pay Unit**
Slurry Seal, Type II	Square Yard
Slurry Seal, Type III	Square Yard

Engineer will pay 100 percent of the contract bid price upon completion of the slurry seal installation."

END OF SECTION 404

Make this section a part of the Standard Specifications:

"SECTION 408 – CRACK SEAL

408.01 Description. This section describes furnishing and applying crack seal on existing asphalt pavement.

408.02 Materials.

Crack Seal ASTM D6690-15

Crack seal shall be hot applied and meet the requirements of ASTM D6690-15. Submit crack seal product information and test data for approval.

408.03 **Construction.**

(A) Weather Limitations. Do not apply crack seal if any moisture is on the pavement or in the cracks.

(B) Surface Preparation. Remove all vegetation, loose material and debris from the cracks. Clean cracks with compressed air. Hot air blast cracks immediately prior to application of crack seal.

(C) Routing. For cracks and joints less than 1/2-inch wide, rout to a uniform width of 1/2-inch and depth of 3/4-inch to 1 inch prior to crack sealing.

(D) Melters. Use an indirectly heated double boiler melter which shall be capable of heating and applying all grades of asphalt rubber sealant, fiber modified sealant and specification joint sealant without any further equipment modification. The melter heating system shall be thermostatically controlled and calibrated. The machine shall be capable of starting at ambient temperature and bringing sealant material up to application temperature in one hour at 70 degrees Fahrenheit ambient temperature. The melter shall have continuous sealant agitation and a mixing system to provide uniform viscosity and temperature of material being applied. All equipment shall be in good working order and functioning properly.

(E) Application. Seal cracks and joints 1/2-inch to 1-inch with approved hot-applied crack seal. For cracks and joints less than 1/2-inch wide, rout to a uniform width of 1/2-inch and depth of 3/4-inch to 1 inch and fill with an approved hot-applied crack seal. The router shall also have a dust control system designed to reduce the particle pollution inherent in

asphalt pavement crack routing that protects people from excessive dust, and surrounding areas and vehicles from flying debris.

(F) Protecting the Work. Crack seal shall be allowed to cool sufficiently before opening to traffic. If the pavement temperature is expected to exceed 85°F within 24 hours after placement, apply a manufactured detackifying agent to the sealant before opening to traffic.

(G) Cure Time. Crack seal shall be allowed to cure for a minimum of 30 days before any surface treatment is applied over it.

408.04 Measurement. Crack sealing of existing pavement will be measured per linear foot in accordance with the contract documents.

408.04 **Payment.** The Engineer will pay for the accepted crack sealing at the contract unit price, as shown in the proposal schedule.

Payment will be full compensation for the work prescribed in this section and the contract documents.

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

Pay Item	**Pay Unit**
Crack Sealing - Less than 1/2"	Linear Foot
Crack Sealing - 1/2" to 1"	Linear Foot"

END OF SECTION 408

Make the following section a part of the Standard Specifications:

"SECTION 413 – COLD PLANING OF WEAKENED PAVEMENT AREAS

413.01 Description. This section describes cold planing and resurfacing of weakened pavement areas of the existing roadway.

413.02 Materials.

Hot Mix Asphalt Base Course	301.02

413.03 Construction. Saw cut and cold plane weakened pavement areas as indicated in the contract documents. Cold planing area boundaries shall have square vertical faces after saw cutting.

The depth of cold planing for weakened pavement areas shall be the thickness shown in the contract or as ordered by the Engineer. Consider the depth of cold planing for weakened pavement areas to be equal to the thickness of the new pavement section if the contract shows no depth. Replace the cold planed areas with hot mix asphalt base course in accordance with Section 301 – Hot Mix Asphalt Base Course (HMABC).

Complete backfilling of cold planed areas before end of workday.

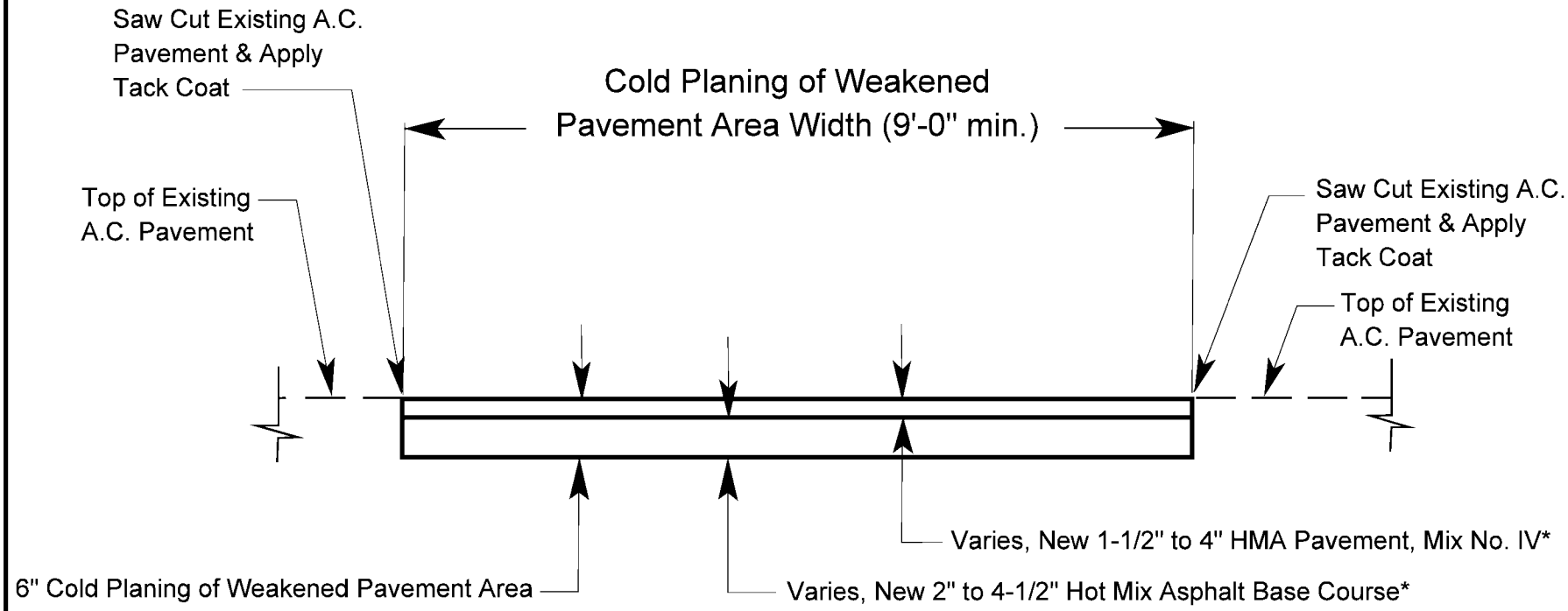
413.04 Measurement. The Engineer will measure cold planing of weakened pavement areas per square yard as determined by the Engineer.

413.05 Payment. The Engineer will pay for the accepted cold planing of weakened pavement areas at the contract unit price per square yard. The price includes full compensation for removing and disposing of all existing raised pavement markers and traffic tapes; cold planing; saw cutting; compacting the bottom grade; backfilling and compacting HMABC; furnishing the asphalt concrete pavement; spreading, furnishing, applying, and protecting the tack coat; compacting and finishing the asphalt concrete pavement; sampling; protecting the pavement; installing temporary pavement markings; disposing excavated materials; and furnishing equipment, tools, materials, labor, and incidentals necessary to complete the work.

The Engineer will make payment under:

Pay Item	**Pay Unit**
Cold Planing of Weakened Pavement Areas	Square Yard"

END OF SECTION 413



COLD PLANING OF WEAKENED PAVEMENT AREA TYPICAL SECTION

Not to Scale

*Note: Total thickness of HMA Pavement, Mix No. IV and Hot Mix Asphalt Base Course shall equal 6 inches.

STP-0100(077)
FIGURE 1
Addendum No. 1
r7/9/18

State of Hawaii
Department of Transporation
Highways Division

INSTALLATION OF PAVEMENT PRESERVATION STRAGETIES AND SURFACE TREATMENTS AT VARIOUS LOCATIONS

W O R K O R D E R

Project No.: **STP-0100(077)** Contract No.: _____ Order No.: _____

Route/Section: _____ Begin Mile Post: _____ CC/Func: _____

End Mile Post: _____

Contractor: _____ PR No.: _____ Billing Invoice No.: _____

Work to be completed no later than: _____

Description of Work	Estimated Quantity	Unit	Unit Price *	Total	Remarks
			Total of Items		

Work Ordered By: _____ _____ Grand Total _____
Date

Work Inspected By: _____ _____
Date

Work Accepted By: _____ _____
Date

Contractor: _____ _____
Date

General Decision Number: HI180001 07/06/2018 HI1

Superseded General Decision Number: HI20170001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/26/2018
2	02/23/2018
3	03/09/2018
4	04/27/2018
5	07/06/2018

ASBE0132-001 08/31/2015

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for		

wall openings and
penetrations in walls,
floors, ceilings and
curtain walls.....$ 39.65 23.50

BOIL0627-005 01/01/2013

	Rates	Fringes
BOILERMAKER	$ 35.20	27.35

BRHI0001-001 09/04/2017

	Rates	Fringes
BRICKLAYER		
Bricklayers and Stonemasons	$ 44.55	23.22
Pointers, Caulkers and Weatherproofers	$ 45.01	23.22

BRHI0001-002 09/04/2017

	Rates	Fringes
Tile, Marble & Terrazzo Worker		
Terrazzo Base Grinders	$ 44.54	22.72
Terrazzo Floor Grinders and Tenders	$ 42.99	22.72
Tile, Marble and Terrazzo Workers	$ 46.35	22.72

CARP0745-001 09/04/2017

	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man	$ 47.45	21.66
Millwrights and Machine Erectors	$ 47.70	21.66
Power Saw Operators (2 h.p. and over)	$ 47.60	21.66

CARP0745-002 09/04/2017

	Rates	Fringes
Drywall and Acoustical Workers and Lathers	$ 47.70	21.66

ELEC1186-001 02/18/2018

	Rates	Fringes
Electricians:		
Cable Splicers	$ 53.68	28.79
Electricians	$ 48.80	28.64
Telecommunication worker	$ 28.44	11.94

ELEC1186-002 02/18/2018

	Rates	Fringes
Line Construction:		
Cable Splicers	$ 53.68	28.79
Groundmen/Truck Drivers	$ 36.60	28.28
Heavy Equipment Operators	$ 43.92	28.50
Linemen	$ 48.80	28.64
Telecommunication worker	$ 28.44	11.94

ELEV0126-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC	$ 57.36	32.65

a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

ENGI0003-002 09/04/2017

	Rates	Fringes
Diver (Aqua Lung) (Scuba))		
Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)	$ 65.00	30.93
Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)	$ 55.63	30.93
Stand-by Diver (Aqua Lung) (Scuba)	$ 46.25	30.93
Diver (Other than Aqua Lung)		
Diver (Other than Aqua Lung)	$ 65.00	30.93
Diver Tender (Other than Aqua Lung)	$ 43.22	30.93
Stand-by Diver (Other than Aqua Lung)	$ 46.25	30.93
Helicopter Work		
Airborne Hoist Operator for Helicopter	$ 44.80	30.93
Co-Pilot of Helicopter	$ 44.94	30.93
Pilot of Helicopter	$ 45.11	30.93
Power equipment operator -		

tunnel work

GROUP 1	$ 41.24	30.93
GROUP 2	$ 41.35	30.93
GROUP 3	$ 41.52	30.93
GROUP 4	$ 41.79	30.93
GROUP 5	$ 42.10	30.93
GROUP 6	$ 42.75	30.93
GROUP 7	$ 43.07	30.93
GROUP 8	$ 43.18	30.93
GROUP 9	$ 43.29	30.93
GROUP 9A	$ 43.52	30.93
GROUP 10	$ 43.58	30.93
GROUP 10A	$ 43.73	30.93
GROUP 11	$ 43.88	30.93
GROUP 12	$ 44.24	30.93
GROUP 12A	$ 44.60	30.93

Power equipment operators:

GROUP 1	$ 40.94	30.93
GROUP 2	$ 41.05	30.93
GROUP 3	$ 41.22	30.93
GROUP 4	$ 41.49	30.93
GROUP 5	$ 41.80	30.93
GROUP 6	$ 42.45	30.93
GROUP 7	$ 42.77	30.93
GROUP 8	$ 42.88	30.93
GROUP 9	$ 42.99	30.93
GROUP 9A	$ 43.22	30.93
GROUP 10	$ 43.28	30.93
GROUP 10A	$ 43.43	30.93
GROUP 11	$ 43.58	30.93
GROUP 12	$ 43.94	30.93
GROUP 12A	$ 44.30	30.93
GROUP 13	$ 41.22	30.93
GROUP 13A	$ 41.49	30.93
GROUP 13B	$ 41.80	30.93
GROUP 13C	$ 42.45	30.93
GROUP 13D	$ 42.77	30.93
GROUP 13E	$ 42.88	30.93

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one

drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A"Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.);

Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loaderand Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar; Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds.," struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver

required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds "struck"m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebher, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
Booms over 250 feet	1.75

ENGI0003-004 09/04/2017

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand	$ 41.22	30.93
Boat Operator	$ 43.43	30.93
Master Boat Operator	$ 43.58	30.93
Dredging: (Clamshell or Dipper Dredging)		
GROUP 1	$ 43.94	30.93
GROUP 2	$ 43.28	30.93
GROUP 3	$ 42.88	30.93
GROUP 4	$ 41.22	30.93
Dredging: (Derricks)		
GROUP 1	$ 43.94	30.93
GROUP 2	$ 43.28	30.93
GROUP 3	$ 42.88	30.93
GROUP 4	$ 41.22	30.93
Dredging: (Hydraulic Suction Dredges)		
GROUP 1	$ 43.58	30.93
GROUP 2	$ 43.43	30.93
GROUP 3	$ 43.28	30.93
GROUP 4	$ 43.22	30.93
GROUP 5	$ 37.88	26.76
Group 5	$ 42.88	30.93
GROUP 6	$ 37.77	26.76
Group 6	$ 42.77	30.93
GROUP 7	$ 36.22	26.76
Group 7	$ 41.22	30.93

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

GROUP 1: Clamshell or Dipper Operator.
GROUP 2: Mechanic or Welder; Watch Engineer.

GROUP 3: Barge Mate; Deckmate.
GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

GROUP 1: Leverman.
GROUP 2: Watch Engineer (steam or electric).
GROUP 3: Mechanic or Welder.
GROUP 4: Dozer Operator.
GROUP 5: Deckmate.
GROUP 6: Winchman (Stern Winch on Dredge)
GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

GROUP 1: Operators (Derricks, Piledrivers and Cranes).
GROUP 2: Saurman Type Dragline (over 5 cubic yards).
GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
GROUP 4: Deckhand, Fireman, Oiler.

ENGI0003-044 09/04/2017

	Rates	Fringes
Power Equipment Operators (PAVING)		
Asphalt Concrete Material Transfer	$ 41.92	30.53
Asphalt Plant Operator	$ 42.35	30.53
Asphalt Raker	$ 40.96	30.53
Asphalt Spreader Operator	$ 42.44	30.53
Cold Planer	$ 42.75	30.53
Combination Loader/Backhoe (over 3/4 cu.yd.)	$ 40.96	30.53
Combination Loader/Backhoe (up to 3/4 cu.yd.)	$ 39.98	30.53
Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)	$ 41.92	30.53
Grader	$ 42.75	30.53
Laborer, Hand Roller	$ 40.46	30.53
Loader (2 1/2 cu. yds. and under)	$ 41.92	30.53
Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.)	$ 42.24	30.53
Roller Operator (five tons and under)	$ 40.69	30.53
Roller Operator (over five tons)	$ 42.12	30.53
Screed Person	$ 41.92	30.53
Soil Stabilizer	$ 42.75	30.53

IRON0625-001 09/01/2017

	Rates	Fringes
Ironworkers:	$ 39.00	34.65

a. Employees will be paid $.50 per hour more while working in tunnels and coffer dams; $1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.

LABO0368-001 09/04/2017

	Rates	Fringes
Laborers:		
Driller	$ 37.40	19.26
Final Clean Up	$ 27.80	15.14
Gunite/Shotcrete Operator and High Scaler	$ 36.90	19.26
Laborer I	$ 36.40	19.26
Laborer II	$ 33.80	19.26
Mason Tender/Hod Carrier	$ 36.90	19.26
Powderman	$ 37.40	19.26
Window Washer (bosun chair)	$ 35.90	19.26

LABORERS CLASSIFICATIONS

Laborer I: Air Blasting run by electric or pneumatic compressor; Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet

or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all

pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers'work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant

Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, stablishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unlading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing,

grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

LABO0368-002 09/04/2017

	Rates	Fringes
Landscape & Irrigation Laborers		
GROUP 1	$ 24.85	11.97
GROUP 2	$ 25.65	11.97
GROUP 3	$ 20.65	11.97

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors,

master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing oflandscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).:

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7

license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the peformance of other types of gardening, yardman, and horticultural-related work.

LABO0368-003 09/04/2017

	Rates	Fringes
Underground Laborer		
GROUP 1	$ 37.00	19.26
GROUP 2	$ 38.50	19.26
GROUP 3	$ 39.00	19.26
GROUP 4	$ 40.00	19.26
GROUP 5	$ 40.35	19.26
GROUP 6	$ 40.60	19.26
GROUP 7	$ 41.05	19.26

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman;

Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 01/01/2018

	Rates	Fringes
Painters:		
Brush	$ 37.35	27.85
Sandblaster; Spray	$ 37.35	27.85

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* PAIN1889-001 07/01/2018

	Rates	Fringes
Glaziers	$ 38.00	31.78

PAIN1926-001 02/26/2017

	Rates	Fringes
Soft Floor Layers	$ 33.00	27.73

PAIN1944-001 01/01/2018

	Rates	Fringes
Taper	$ 42.10	24.25

PLAS0630-001 09/04/2017

	Rates	Fringes
PLASTERER	$ 40.54	28.23

PLAS0630-002 09/04/2017

	Rates	Fringes
Cement Masons:		
Cement Masons	$ 39.70	29.38
Trowel Machine Operators	$ 39.85	29.38

PLUM0675-001 01/07/2018

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter	$ 44.89	25.77

ROOF0221-001 11/05/2017

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply)	$ 39.85	17.66

SHEE0293-001 09/03/2017

	Rates	Fringes
Sheet metal worker	$ 41.80	26.53

SUHI1997-002 09/15/1997

	Rates	Fringes
Drapery Installer	$ 13.60	1.20
FENCE ERECTOR (Chain Link Fence)	$ 9.33	1.65

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
401.0100	HMA Pavement, Mix No. V Leveling	500	Ton	$ _____	$_____
401.0300	1-1/2 Inch HMA Pavement Overlay, Mix No. IV	3,600	Ton	$ _____	$_____
401.0410	1-1/2 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0420	2 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0510	3 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0610	4 Inch HMA Pavement, Mix No. IV	10,000	SY	$ _____	$_____
401.0700	Overtime Labor Premium	F.A.	F.A.	F.A.	$ 5,000.00
404.0100	Slurry Seal, Type II	30,000	SY	$ _____	$_____
404.0200	Slurry Seal, Type III	30,000	SY	$ _____	$_____
408.0100	Crack Sealing – Less than 1/2"	2,000	LF	$ _____	$_____
408.0200	Crack Sealing – 1/2" to 1"	1,500	LF	$ _____	$_____
413.0110	Cold Planing of Weakened Pavement Areas	10,000	SY	$ _____	$_____
415.0100	Cold Planing	30,000	SY	$ _____	$_____
416.0150	Scarify Existing Pavement	30,000	SY	$ _____	$_____

PROPOSAL SCHEDULE – AREA 1

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
417.1000	Cut Cores in Existing Pavement	5	Each	$ _____	$_____
604.0100	Adjusting Manhole Cast Iron Frame and Cover	20	Each	$ _____	$_____
621.0100	Vehicular Counting and Classification System Sensor Replacement	F.A.	F.A.	F.A.	$ 15,000.00
623.0100	Loop Detector Sensing Unit	25	Each	$ _____	$_____
645.1000	Electronic Message Board (per day)	2	Each	$ _____	$_____

a. Total of All Items (Area 1)..... $ _____

b. Either Furnish Foreign Steel Not to Exceed Minimal Amount (Fill in '0') or
Furnish Foreign Steel in Excess of Minimal Amount (Fill in 25% x a) ..... $ _____

c. Sum of All Items – Area 1 (a + b) ..... $ _____

All bidders must fill in b and complete c.

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

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
401.0100	HMA Pavement, Mix No. V Leveling	500	Ton	$ _____	$_____
401.0300	1-1/2 Inch HMA Pavement Overlay, Mix No. IV	3,600	Ton	$ _____	$_____
401.0410	1-1/2 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0420	2 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0510	3 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0610	4 Inch HMA Pavement, Mix No. IV	10,000	SY	$ _____	$_____
401.0700	Overtime Labor Premium	F.A.	F.A.	F.A.	$ 5,000.00
404.0100	Slurry Seal, Type II	30,000	SY	$ _____	$_____
404.0200	Slurry Seal, Type III	30,000	SY	$ _____	$_____
408.0100	Crack Sealing – Less than 1/2"	2,000	LF	$ _____	$_____
408.0200	Crack Sealing – 1/2" to 1"	1,500	LF	$ _____	$_____
413.0110	Cold Planing of Weakened Pavement Areas	10,000	SY	$ _____	$_____
415.0100	Cold Planing	30,000	SY	$ _____	$_____
416.0150	Scarify Existing Pavement	30,000	SY	$ _____	$_____

PROPOSAL SCHEDULE – AREA 2

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
417.1000	Cut Cores in Existing Pavement	5	Each	$ _____	$_____
604.0100	Adjusting Manhole Cast Iron Frame and Cover	20	Each	$ _____	$_____
621.0100	Vehicular Counting and Classification System Sensor Replacement	F.A.	F.A.	F.A.	$ 15,000.00
623.0100	Loop Detector Sensing Unit	50	Each	$ _____	$_____
645.1000	Electronic Message Board (per day)	2	Each	$ _____	$_____

a. Total of All Items (Area 2)..... $ _____

b. Either Furnish Foreign Steel Not to Exceed Minimal Amount (Fill in '0') or
Furnish Foreign Steel in Excess of Minimal Amount (Fill in 25% x a) ..... $ _____

c. Sum of All Items – Area 2 (a + b) ..... $ _____

All bidders must fill in b and complete c.

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

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
401.0100	HMA Pavement, Mix No. V Leveling	500	Ton	$ _____	$_____
401.0300	1-1/2 Inch HMA Pavement Overlay, Mix No. IV	3,600	Ton	$ _____	$_____
401.0410	1-1/2 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0420	2 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0510	3 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0610	4 Inch HMA Pavement, Mix No. IV	10,000	SY	$ _____	$_____
401.0700	Overtime Labor Premium	F.A.	F.A.	F.A.	$ 5,000.00
404.0100	Slurry Seal, Type II	30,000	SY	$ _____	$_____
404.0200	Slurry Seal, Type III	30,000	SY	$ _____	$_____
408.0100	Crack Sealing – Less than 1/2"	2,000	LF	$ _____	$_____
408.0200	Crack Sealing – 1/2" to 1"	1,500	LF	$ _____	$_____
413.0110	Cold Planing of Weakened Pavement Areas	10,000	SY	$ _____	$_____
415.0100	Cold Planing	30,000	SY	$ _____	$_____
416.0150	Scarify Existing Pavement	30,000	SY	$ _____	$_____

PROPOSAL SCHEDULE – AREA 3

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
417.1000	Cut Cores in Existing Pavement	5	Each	$ _____	$_____
604.0100	Adjusting Manhole Cast Iron Frame and Cover	20	Each	$ _____	$_____
621.0100	Vehicular Counting and Classification System Sensor Replacement	F.A.	F.A.	F.A.	$ 15,000.00
623.0100	Loop Detector Sensing Unit	25	Each	$ _____	$_____
645.1000	Electronic Message Board (per day)	2	Each	$ _____	$_____

a. Total of All Items (Area 3)..... $ _____

b. Either Furnish Foreign Steel Not to Exceed Minimal Amount (Fill in '0') or
Furnish Foreign Steel in Excess of Minimal Amount (Fill in 25% x a) ..... $ _____

c. Sum of All Items – Area 3 (a + b) ..... $ _____

All bidders must fill in b and complete c.

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

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
401.0100	HMA Pavement, Mix No. V Leveling	500	Ton	$ _____	$_____
401.0300	1-1/2 Inch HMA Pavement Overlay, Mix No. IV	3,600	Ton	$ _____	$_____
401.0410	1-1/2 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0420	2 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0510	3 Inch HMA Pavement, Mix No. IV	30,000	SY	$ _____	$_____
401.0610	4 Inch HMA Pavement, Mix No. IV	10,000	SY	$ _____	$_____
401.0700	Overtime Labor Premium	F.A.	F.A.	F.A.	$ 5,000.00
404.0100	Slurry Seal, Type II	30,000	SY	$ _____	$_____
404.0200	Slurry Seal, Type III	30,000	SY	$ _____	$_____
408.0100	Crack Sealing – Less than 1/2"	2,000	LF	$ _____	$_____
408.0200	Crack Sealing – 1/2" to 1"	1,500	LF	$ _____	$_____
413.0110	Cold Planing of Weakened Pavement Areas	10,000	SY	$ _____	$_____
415.0100	Cold Planing	30,000	SY	$ _____	$_____
416.0150	Scarify Existing Pavement	30,000	SY	$ _____	$_____

PROPOSAL SCHEDULE – AREA 4

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
417.1000	Cut Cores in Existing Pavement	5	Each	$ _____	$_____
604.0100	Adjusting Manhole Cast Iron Frame and Cover	20	Each	$ _____	$_____
621.0100	Vehicular Counting and Classification System Sensor Replacement	F.A.	F.A.	F.A.	$ 15,000.00
623.0100	Loop Detector Sensing Unit	50	Each	$ _____	$_____
645.1000	Electronic Message Board (per day)	2	Each	$ _____	$_____

a. Total of All Items (Area 4)..... $ _____

b. Either Furnish Foreign Steel Not to Exceed Minimal Amount (Fill in '0') or
Furnish Foreign Steel in Excess of Minimal Amount (Fill in 25% x a) ..... $ _____

c. Sum of All Items – Area 4 (a + b) ..... $ _____

All bidders must fill in b and complete c.

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

PROPOSAL SUMMARY

	AMOUNT
SUM OF ALL ITEMS – AREA 1	$_____
SUM OF ALL ITEMS – AREA 2	$_____
SUM OF ALL ITEMS – AREA 3	$_____
SUM OF ALL ITEMS – AREA 4	$_____

PROPOSAL SCHEDULE

The "SUM OF ALL ITEMS" for each area will be used to determine the lowest responsible bidder for each area.

Notes:

1. Bid prices are for travel time, mileage and furnishing all labor, tools, traffic controls, all applicable taxes, fees and equipment necessary for all work shown and called for in accordance with the true intent and meaning of the specifications.

2. Bidder may bid on any or all areas. To be considered, bidder must submit a bid for all items within an area. Separate contracts will be awarded for each area. If a bidder is determined the lowest bidder for multiple areas, those multiple areas will be awarded under one combined contract.

3. Any contract which is awarded shall be an open-ended contract since the exact value of work to be performed during the contract period cannot be determined beforehand. For each work order, the Contractor will be paid per unit price for each item that the Contractor performs.

4. The "Approx. Quantity" on the proposal schedule is for bidding purposes only, and this is no guarantee of the quantity of work that will be issued.

The bidder is directed to Subsection 105.16 – Subcontracts.

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

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

July 3, 2018 PRE-BID MEETING MINUTES

Subject: Installation of Pavement Preservation Strategies and Surface Treatments at Various Locations
Island of Hawaii
Federal-Aid Project No. STP-0100(077)

Attendees: See attached list of attendees.

A. The meeting was called to order by Jennifer Russell (HDOT Project Engineer) at about 10:00 a.m. to brief the prospective bidders for the subject project.

B. Questions:

1. When is the contract going to be awarded?

   We anticipate it will be awarded soon after bid opening.

2. What are the work hours for the project?

   Per Subsection 110.05 – Hours of Operation, normal working days and hours for the project are defined as Monday through Friday, 8:30 A.M. to 3:00 P.M., except for State holidays. Work hours on Highway 130 are defined as Monday through Friday, 8:30 A.M. to 2:30 P.M.

3. Is the Contractor allowed to start earlier and finish later?

   Yes, with permission from the District Engineer.

4. Can two shifts be run?

   Night work is not allowed at this time.

5. When do the work orders need to be completed by?

   Each work order will have its own time constraint. The District will work with the awarded contractor(s) on the individual work orders and time constraints.

6. How soon is the NTP after the contract is awarded?

   The anticipated NTP will be immediately after the contract is awarded if possible.

7. Where are the authorized dump sites for the material?

The Contractor shall coordinate with the District.

8. Will the State retain all of the cold plane material?

Yes, however, the State is open to giving the material away with approval by the District Engineer. The Engineer will determine the designated storage area in construction.

9. Clarify whether there will be one work order for all 4 areas or if there will be 1 work order per area?

Since there's a possibility that each area will be awarded to a different contractor, work orders will be issued per area.

10. Is the Contractor allowed to bid on any of the areas or will they be required to bid on all the areas?

Per Proposal Page P-17, bidder may bid on any or all areas. Separate contracts will be awarded for each area. If a bidder is determined the lowest bidder for multiple areas, one combined contract will be awarded. Further clarification is provided in Subsection 103.02 – Award of Contract. See Addendum No. 1.

11. How much estimated work will be done for each area?

The initial work orders will all be milling and filling with cold planing of weakened pavement areas. Below is a rough estimated coast of work for the first few work orders. Pavement Justification Reports and reconstruction areas are still being finalized, so the estimates may change.

Area 1 – Route 11 (30.60 to 37.10MP) $4,305,000
Area 2 – Route 19 (2.45 to 9.78MP) $8,922,000
Area 3 – Route 19 (39.75 to 42.75MP) $3,369,000
Route 19 (59.00 to 65.75MP) $3,727,000
Area 4 – Route 11 (80.70 to 82.70MP) $2,000,000
Route 11 (117.0 to 119.0MP) $1,325,000

12. Clarify what the cold plane item is for.

Per Section 415 of the Special Provisions, the cold plane pay item listed in the proposal schedule is only for the slurry seal work. The cold planing required for the Section 401 HMA pay items shall be incidental and included in the HMA items.

13. Is there going to be any crack filling in the mill and fill?

It will not be included for the initial set of work orders, but may be included for future work orders.

14. Can the proposed 1 ½ inch HMA Mix IV depth of the reconstruction area be adjusted?

The HMA Mix IV depth of the weakened pavement areas will be based off of the Pavement Justification Report. Depending on what is encountered in the field, the depth could be adjusted if approved by the Engineer. See Addendum No. 1.

15. Does the Contractor have to do the reconstruction areas prior to milling and filling?

The State will not dictate the Contractor's sequence of operations. Means and methods will vary between contractors. However, per Section 107.06 – Contractor Duty Regarding Public Convenience, the Contractor shall at all times conduct the work in such manner and in such sequence as will insure the least practicable interference with pedestrian, bicycle, and motor passageways.

16. When is the bid opening?

The bid opening is scheduled for July 19, 2018.

17. Confirm the sealant specification.

Crack seal should meet the requirements of the 2015 revision of ASTM D6690. See Addendum No. 1.

18. Will the State consider routing cracks up to 2 inches wide?

No. Crack sealing is not recommended for cracks wider than 1 inch. See Addendum No. 1.

19. What is the intent of the slurry seal? The State has not used it for a while.

The intent is that there would be an actual pavement preservation technique.

20. Would the State consider adding seal coat?

It is not currently included in the contract, but it may be added as a change order in the future.

21. Is the idea to mill and fill in between the striping?

No. The Contractor would also mill and fill over the existing striping. Per Special Provision Sections 401 and 629, the Contractor will be responsible for installing and maintain temporary striping. The permanent striping will be done under a separate contract, which has already been awarded.

C. Additional Comments:

1. **Attached are RFIs and responses for your information.**

D. HWY-DD mentioned that HDOT will be issuing an addendum.

E. Meeting was adjourned at about 10:35 am.

HIGHWAYS DIVISION

PRE-BID MEETING ATTENDANCE

SUBJECT: Installation of Pavement Preservation Strategies and Surface Treatments at Various Locations
Island of Hawaii

FED-AID PROJECT NO.: STP-0100(077)

DATE, TIME & PLACE: July 3, 2018; 10:00 A.M.

Video Conference: HWY-H & HWY-DD Conference Rooms

Highways Hawaii District Office
50 Makaala Street, Classroom D
Hilo, Hawaii 96720

NAME	OFFICE	TELEPHONE
CLIFFORD CORPUZ	HDOT	933-8813
Kevin Yamabayashi	MKB	292-6781
DAVID TAKIGUCHI	GRACE PACIFIC	479-5289
Bill Park	Grace Pacific	2264641
SHELLEY YAMADA	YAMADA AND SONS, INC.	9??-8424
Laurence Tagorda	HDOT	938-9209
Deron Spencer	Grace Pacific	329-8064
PAUL CRIVELLO	GRACE PACIFIC	329-8064
Ikaika Rodenhurst	Bowers + Kubota	203-7450
Aisha Sueda	HDOT	933-8866
JOHN YOUNGER	BOWERS + KUBOTA	657-7655
Lia Young-Hunt	Goldwings Supply CRAFCO	7384902
DAVID SATO	JAS. W. GLOVER	935-0871
MARC NISHIDA	"	"

NAME	OFFICE	TELEPHONE
Kelly Kealoha	Jas. W. Glover	935-0871
Harry Takiue	HDOT	845-1814

HIGHWAYS DIVISION

PRE-BID MEETING ATTENDANCE

SUBJECT: Installation of Pavement Preservation Strategies and Surface Treatments at Various Locations
Island of Hawaii

FED-AID PROJECT NO.: STP-0100(077)

DATE, TIME & PLACE: July 3, 2018; 10:00 A.M.

Video Conference: HWY-H & HWY-DD Conference Rooms

Kakuhihewa State Office Building
601 Kamokila Boulevard, Room 609
Kapolei, Hawaii 96707

NAME	OFFICE	TELEPHONE
Jennifer Russell	HDOT HWY-DD	692-8440
Robert Loo	HDOT HWY-DD	692-8438
Jason Ames	Grace Pacific	842-3245
Li Nah Okita	Hwy-DD	692-7581

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

Project: **INSTALLATION OF PAVEMENT PRESERVATION STRATEGIES AND SURFACE TREATMENTS AT VARIOUS LOCATIONS ISLAND OF HAWAII FEDERAL-AID PROJECT NO. STP-0100(077)**

Two prospective bidders had emailed RFIs. The questions and responses are as follows:

1. Can there be an allowance item for next year's G.E. Tax increase?

   Response: No allowance item will be added.

2. How will the eradication before the application of slurry seal be handled for payment?

   Response: Eradication of the striping shall be included in the Slurry Seal price.