

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

**ADDENDUM NO. 2  
for  
INTERSTATE ROUTE H-2, 84-INCH CULVERT  
RESTORATION AT M.P. 2.10  
DISTRICT OF EWA  
ISLAND OF OAHU  
PROJECT NO. HWY-O-01-19**

The following amendments shall be made to the Bid Documents:

**A. SPECIFICATIONS**

1. Replace pages 102 -1a to 102 – 12a dated 05/03/2020 with, pages 102 – 1a to 102 – 13a dated r6/1/2020.
2. Replace pages 103 – 1a to 103 – 4a dated 05/03/2020 with, pages 103 – 1a to 103 – 4a dated r5/15/2020.
3. Replace pages 108 -1a to 108 – 2a dated 10/01/17 with, pages 108 – 1a to 108 – 2a dated r6/2/2020.
4. Replace pages 209 -1a to 209 – 29a dated r5/28/20 with, Pages 209-1a to 209 – 29a dated r6/2/2020

Please acknowledge receipt of this Addendum No.2 by recording the date of its receipt in the space provided on page P-4 of the Proposal.



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JADE T. BUTAY  
Director of Transportation

1 Make this section a part of the Standard Specifications:

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

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

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

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

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

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

Documents attached to the proposal submittal are part of the proposal. The bidder shall not detach or alter the documents bound with or attached to the proposal when the bidder submits its proposal through HlePRO.

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

**102.03 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. When the Department increases or decreases the estimated quantity of a contract item by more than 15% the Department will make payment for such items in accordance with Subsection 104.06 - Methods of Price Adjustment.

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

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95  
96 By the act of submitting a bid for the proposed contract, the bidder warrants that:  
97

98       **(1)** The bidder and its Subcontractors have reviewed the contract  
99 documents and found them free from ambiguities and sufficient for the  
100 purpose intended;  
101

102       **(2)** The bidder and its workers, employees and subcontractors have the  
103 skills and experience in the type of work required by the contract  
104 documents bid upon;  
105

106       **(3)** Neither the bidder nor its employees, agents, suppliers or  
107 subcontractors have relied upon verbal representations from the  
108 Department, its employees or agents, including architects, engineers or  
109 consultants, in assembling the bid figure; and  
110

111       **(4)** The basis for the bid figure are solely on the construction contract  
112 documents.  
113

114       Also, the bidder warrants that the bidder has examined the site of the work.  
115 From its investigations, the bidder acknowledges satisfaction on:  
116

117  
118       **(1)** The nature and location of the work;  
119

120       **(2)** The character, quality, and quantity of materials;  
121

122       **(3)** The difficulties to be encountered; and  
123

124       **(4)** The kind and amount of equipment and other facilities needed;  
125

126       Subsurface information or hydrographic survey data furnished are for the  
127 bidders' convenience only. The data and information furnished are the product of  
128 the Department's interpretation gathered in investigations made at the specific  
129 locations. These conditions may not be typical of conditions at other locations  
130 within the project area or that such conditions remain unchanged. Also,  
131 conditions found at the time of the subsurface explorations may not be the same  
132 conditions when work starts. The bidder shall be solely responsible for  
133 assumptions, deductions, or conclusions the bidder may derive from the  
134 subsurface information or data furnished.  
135

136       If the Engineer determines that the natural conditions differ from that  
137 originally anticipated or contemplated by the Contractor in the items of excavation,  
138 the State may treat the difference in natural conditions, as falling within the  
139 meaning of Subsection 104.02 – Changes.  
140

141 **102.06 Preparation of Proposal.** The submittal of its proposal shall be on  
142 forms furnished by the Department. The bidder shall specify in words or figures:  
143

- 144 (1) A unit price for each pay item with a quantity given;
- 145
- 146 (2) The products of the respective unit prices and quantities
- 147
- 148 (3) The lump sum amount; and
- 149
- 150 (4) The total amount of the proposal obtained by adding the amounts of
- 151 the several items.
- 152

153 The words and figures shall be in ink or typed. If a discrepancy occurs  
154 between the prices written in words and those written in figures, the prices written  
155 in words shall govern.  
156

157 When an item in the proposal contains an option to be made, the bidder  
158 shall choose in accordance with the contract for that particular item.  
159 Determination of an option will not permit the Contractor to choose again.  
160

161 The bidder shall sign the proposal properly in ink. A duly authorized  
162 representatives of the bidder or by an agent of the bidder legally qualified and  
163 acceptable to the Department shall sign, including one or more partners of the  
164 bidder and one or more representatives of each entity comprising a joint venture.  
165

166 When an agent, other than the officer(s) of a corporation authorized to sign  
167 contracts for the corporation or a partner of a partnership, signs the proposals, a  
168 'Power of Attorney' shall be on file with the Department or submitted with the  
169 proposal. Otherwise, the Department will reject the proposal as irregular and  
170 unauthorized.  
171

172 The bidder shall submit acceptable evidence of the authority of the partner,  
173 member(s) or officer(s) to sign for the partnership, joint venture, or corporation  
174 respectively with the proposal. Otherwise, the Department will reject the proposal  
175 as irregular and unauthorized.  
176

177 **102.07 Irregular Proposals.** The Department may consider proposals  
178 irregular and may reject the proposals for the following reasons:  
179

- 180 (1) The proposal is a form not furnished by the Department,  
181 altered, or detached;
- 182
- 183 (2) The proposal contains unauthorized additions, conditions, or  
184 alternates. Also, the proposal contains irregularities that may tend to make  
185 the proposal incomplete, indefinite, or ambiguous to its meaning;  
186

(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 Contractor'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.** 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.

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

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

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

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

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

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

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

(3) Lack of proposal guaranty.

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

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

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

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

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

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

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

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

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

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

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

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

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

**102.15 Preferences.**

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

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

If the bidder intends to claim preference for products on the Hawaii Product List and such is not listed, the bidder shall immediately notify the



Contracts Office, Department of Transportation, so the Engineer may take corrective or other appropriate actions.

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

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

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

The following provisions apply to this Apprenticeship Program.

**(1) Definitions**

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

**(b)** "Department" means the department of labor and industrial relations.

**(c)** "Director" means the director of labor and industrial relations.

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

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

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

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

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

379 (i) "Registered apprenticeship program" means a  
380 construction trade program approved by the department  
381 pursuant to HAR Section 12-30-1 and Section 12-30-4.  
382

383 (j) "Sponsor" means an operator of an apprenticeship  
384 program and in whose name the program is approved and  
385 registered with the department of labor and industrial relations  
386 pursuant to HAR Section 12-30-1.  
387

388 (k) Offeror – Entity/bidder submitting a proposal to  
389 undertake a project.  
390

391 (l) Procurement Officer – Director of Transportation or his  
392 authorized representative.  
393

394 **(2) Qualification Procedures**  
395

396 (a) Any bidder seeking the preference must be a party to  
397 an apprenticeship agreement registered with the  
398 department at the time the offer is made for each  
399 apprenticeable trade the bidder will employ to construct  
400 the public works projects for which the offer is being  
401 made.  
402

403 1. The apprenticeship agreement shall be registered  
404 and conform to the requirements of HRS Chapter 372.  
405

406 2. Subcontractors do not have to be a party to an  
407 apprenticeship agreement for the bidder to obtain the  
408 preference.  
409

410 3. The bidder is not required to have apprentices in  
411 its employ at the time of submittal of an offer to qualify  
412 for the preference.  
413

414 (b) The department shall:  
415

416 1. Develop and maintain a list of construction  
417 trades in registered apprenticeship programs which  
418 conform to HRS Chapter 372; and  
419

420 2. Electronically post the list; including any  
421 amendments, on the department website  
422 (<http://hawaii.gov/labor/wdd>).  
423

424 (c) Bidder is responsible to comply with all submission  
425 requirements for registration of its apprenticeship program  
426 before requesting a preference.  
427

428 (d) Bidder shall provide a certification by the sponsor of  
429 the respective registered apprenticeship programs covering  
430 the relevant trade(s) for the public works project.  
431  
432

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

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

**(3) Solicitation Procedures**

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

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

1. Allow bidder seeking to claim the preference to state the trades the bidder will employ to perform the work;
2. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *Certification Form 1* verifying participation in an apprenticeship program registered with the department.

480 3. The *Certification Form 1* shall be authorized by  
481 an apprenticeship sponsor of the department's list of  
482 registered apprenticeship programs. The authorization  
483 shall be an original signature by an authorized official  
484 of the apprenticeship sponsor; and  
485

486 4. The completed *Certification Form 1* for each  
487 trade must be submitted by the bidder with the offer.  
488 Previous certifications shall not apply unless allowed  
489 by the solicitation.  
490

491 (c) Upon receiving *Certification Form 1*, the procurement  
492 officer will verify with the department that the apprenticeship  
493 program is on the list of apprenticeship programs registered  
494 with the department. If the programs are not confirmed by the  
495 department, the bidder will not qualify for the preference.  
496

497 **(4) Evaluation and Contract Award**  
498

499 (a) If the bidder certifies participation in an apprenticeship  
500 program for each trade which will be employed by the bidder  
501 for the project, the procurement officer shall apply the  
502 preference and decrease the bidder's total bid amount by five  
503 per cent (5%) for evaluation purposes.  
504

505 (b) Should the bidder qualify for other statutory  
506 preferences (for example, Hawaii products), all applicable  
507 preferences shall be applied to the bidder's price.  
508

509 (c) The contract amount shall be the original offer amount,  
510 exclusive of any preference; the preference is only for  
511 evaluation purposes.  
512

513 (d) Any claims challenging a bidder's representation that  
514 the bidder is a participant in an apprenticeship program(s) as  
515 claimed, shall be submitted to the procurement officer. The  
516 procurement officer will refer the challenge to the department  
517 of labor and industrial relations who shall investigate any such  
518 claims and shall make a determination.  
519

520 **(5) Contract Administration**  
521

522 (a) For the duration of a contract awarded utilizing the  
523 apprenticeship preference, the contractor shall certify each  
524 month that work is being conducted on the project, that it  
525 continues to be a participant in the relevant apprenticeship  
526 program for each trade it employs.  
527

528 (b) Monthly certification shall be made on *Monthly*  
529 *Certification Form 2* prepared and made available by the  
530 department, be a signed original by the respective  
531 apprenticeship program sponsors authorized official, and  
532 submitted by the contractor with its monthly payment  
533 requests.

534 (c) Should the contractor fail or refuse to submit its  
535 monthly certification forms, or at any time during the  
536 construction of the project, cease to be a part to a registered  
537 apprenticeship agreement for each apprenticeable trades the  
538 contractor employs, or will employ, the contractor will be  
539 subject to the following sanctions:  
540

541 1. Withholding of the requested payment until the  
542 required form(s) are submitted;

543  
544 2. Temporary or permanent cessation of work on  
545 the project , without recourse to breach of contract  
546 claims by the contractor; provided the agency shall be  
547 entitled to restitution for nonperformance or liquidated  
548 damages claims; or  
549

550 3. Proceed to debar or suspend pursuant to HRS  
551 Section 103D-702.  
552

553 (d) If events such as "acts of God," acts of a public enemy,  
554 acts of the State or any other governmental body in its  
555 sovereign or contractual capacity, fires, floods, epidemics,  
556 freight embargoes, unusually severe weather, or strikes or  
557 other labor disputes prevent the contractor from submitting  
558 the certification forms, the contractor shall not be penalized as  
559 provided herein, provided the contractor completely and  
560 expeditiously complies with the certification process when the  
561 event is over.  
562

563 This subsection shall not apply when its application will disqualify the  
564 State from receiving federal funds or aid.  
565

566 **(C) Preference for Recycled Products.** Recycled Products shall not  
567 apply to this project.  
568

569 **(D) Evaluation Procedures and Contract Award.** For bid evaluation,  
570 the Engineer will evaluate the bids by applying the applicable preferences  
571 selected by the bidders according to the contract. The Engineer will base  
572 the calculations for adjustments upon the original bid prices offered. If  
573 more than one preference applies, the evaluated bid price shall be the sum  
574 of the original bid price plus applicable preference adjustments.  
575

576 If a bidder has designated use of a Hawaii Product and fails to  
577 provide the product, the contract will become void and no payments will be  
578 made.  
579

580 The Engineer will award the contract to the responsible bidder  
581 submitting the responsive bid with the lowest evaluated bid price. The  
582 contract amount of the contract awarded shall be the original bid price  
583 offered exclusive of any preference.  
584

**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 via HlePRO. 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**

1 Make this section a part of the Standard Specifications:

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

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

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

15  
16 **103.02 Award of Contract.** The award of contract, if it be awarded, will be made  
17 within 60 calendar days after the opening of bids, to the lowest responsible  
18 bidder whose proposal complies with all the requirements. The successful bidder  
19 will be notified by letter mailed to the address shown in its proposal, that its  
20 proposal has been accepted, and that it has been awarded the contract.

21  
22 **(1) Requirement for Award.** To be eligible for award, the apparent  
23 low bidder will be contacted to submit copies of the documents listed  
24 below to demonstrate compliance with HRS Section 103D-310(c). The  
25 documents should be submitted to the Department as soon as possible.  
26 If a valid certificate/clearance is not submitted on a timely basis for award  
27 of a contract, a bidder otherwise responsive and responsible may not  
28 receive the award. See also Subsection 108.03 – Preconstruction Data  
29 Submittal.

30  
31 **(A) Tax Clearance.** Pursuant to HRS Sections 103D-310(c), 103-53 and  
32 103D-328, the successful bidder shall be required to submit a certified copy  
33 of its tax clearance issued by the Hawaii State Department of Taxation  
34 (DOTAX) and the Internal Revenue Service (IRS) to demonstrate its  
35 compliance with HRS Chapter 237. A tax clearance is valid for six (6) months  
36 from the most recent approval stamp date on the tax clearance and must be  
37 valid on the bid's first legal advertisement date or any date thereafter up to  
38 the bid opening date.

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

42  
43 <http://www.hawaii.gov/tax/>

44  
45 To receive DOTAX Forms by fax or mail, phone  
46 (808) 587-7572 or 1-800-222-7572.

47 The application for the Tax Clearance Certificate is the responsibility  
48 of the bidder and must be submitted directly to the DOTAX or IRS. The  
49 approved certificate may then be submitted to the Department.  
50

51 **(B) DLIR Certificate of Compliance.** Pursuant to HRS Section 103D-  
52 310(c), the successful bidder shall be required to submit a copy (faxed copies  
53 are acceptable) of its approved certificate of compliance issued by the Hawaii  
54 State Department of Labor and Industrial Relations (DLIR) to demonstrate its  
55 compliance with unemployment insurance (HRS Chapter 383), workers'  
56 compensation (HRS Chapter 386), temporary disability insurance (HRS  
57 Chapter 392), and prepaid health care (HRS Chapter 393). The certificate is  
58 valid for six (6) months from the most recent approval stamp date on the  
59 certificate and must be valid on the bid's first legal advertisement date or any  
60 date thereafter up to the bid opening date. For certificates which receive a  
61 "pending" approval stamp, a DLIR approval stamp is required prior to the  
62 issuance of the Notice to Proceed.  
63

64 FORM LIR#27, APPLICATION FOR CERTIFICATE OF COMPLIANCE  
65 WITH SECTION 3-122-112, HAR, is available at the following website:  
66

67 [www.hawaii.gov/labor](http://www.hawaii.gov/labor)  
68

69 More information is available by calling the DLIR Unemployment Insurance  
70 Division at (808) 586-8926.  
71

72 Inquiries regarding the status of a LIR#27 Form may be made by calling  
73 the DLIR Disability Compensation Division at (808) 586-9200.  
74

75 The application for the Certificate of Compliance is the responsibility of  
76 the bidder and must be submitted directly to the DLIR. The approved  
77 certificate may then be submitted to the Department.  
78

79 **(C) DCCA Certificate of Good Standing.** Pursuant to HRS Section  
80 103D-310(c), the successful bidder shall be required to submit a copy (faxed  
81 copies are acceptable) of its approved Certificate of Good Standing issued by  
82 the Hawaii State Department of Commerce and Consumer Affairs (DCCA),  
83 Business Registration Division (BREG) to demonstrate that it is either:  
84

- 85 (1) Incorporated or organized under the laws of the State; or  
86  
87 (2) Registered to do business in the State as a separate branch or  
88 division that is capable of fully performing under the contract.  
89



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/](http://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:

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

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

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

(a) Legal tender;

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

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

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

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

Such bonds shall also by the terms 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.

**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 re-advertise and construct the work under contract."

**END OF SECTION 103**

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

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

4  
5 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the  
6 Contractor not more 30 calendar days after the contract certification date. The  
7 Engineer may suspend the contract before issuing the Notice To Proceed, in  
8 which case the Contractor's remedies are exclusively those set forth in  
9 Subsection 108.10 – Suspension of Work.

10  
11 The Contractor shall be allowed up to 14 calendar days after the Notice to  
12 Proceed to begin physical work. The Start Work Date will be established when  
13 this period ends or on the actual day that physical work begins, whichever is first.  
14 Charging of Contract Time will begin on the Start Work Date. The Contractor  
15 shall notify the Engineer, in writing, at least five working days before beginning  
16 physical work.

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

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

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

28  
29 In the event that the Engineer establishes, in writing, a Start Work Date  
30 that is beyond 60 calendar days from the Notice to Proceed date, the Contractor  
31 may submit a claim in accordance with, Subsection 107.15 – Disputes and  
32 Claims for increased labor and material costs which are directly attributable to  
33 the delay beyond the first 60 calendar days after the Notice to Proceed date.

34  
35 The Contractor shall notify the Engineer at least 24 hours before restarting  
36 physical work after a suspension of work pursuant to Subsection 108.10 –  
37 Suspension of Work.

38  
39 Once physical work has begun, the Contractor shall work expeditiously  
40 and pursue the work diligently to completion with the contract time. If a portion of  
41 the work is to be done in stages, the Contractor shall leave the area safe and  
42 usable for the user agency and the public at the end of each stage.

43  
44 **108.02 Prosecution of Work.** Unless otherwise permitted by the Engineer,  
45 in writing, the Contractor shall not commence with physical construction unless  
46 sufficient materials and equipment are available for either continuous  
47 construction or completion of a specified portion of the work.

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

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

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



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

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

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

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

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

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

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

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

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

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Alternative grasses are allowable if acceptable to the Engineer.

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

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

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

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

### **209.03 Construction.**

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

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

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

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

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

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

**12. Concrete waste control.**

**13. Fueling and maintenance of vehicles and other equipment.**

**14.** Tracking of sediment offsite from project entries and exits.

**15. Litter management.**

**16. Toilet facilities.**

17. Other factors that may cause water pollution, dust and erosion control.

**(b)** Provide plans indicating location of water pollution, dust and erosion control devices; provide plans and details of BMPs to be installed or utilized; show areas of soil disturbance in cut and fill, indicate areas used for construction staging and storage including items (1) through (17) above, storage of aggregate (indicate type of aggregate), asphalt cold mix, soil or solid waste, equipment and vehicle parking, and show areas where vegetative practices are to be implemented. Indicate intended drainage pattern on plans. Include flow arrows. Include separate drawing for each phase of construction that alters drainage patterns. Indicate approximate date when device will be installed and removed.

**(c)** Construction schedule.

**(d)** Name(s) of specific individual(s) designated responsible for water pollution, dust, and erosion controls on the project site. Include home, cellular, and business telephone numbers, fax numbers, and e-mail addresses.

(e) Description of fill material to be used.

**(f)** For projects with an NPDES Permit for Construction Activities, submit information to address all sections in the Storm Water Pollution Prevention Plan (SWPPP).

**(g)** For projects with an NPDES Permit, information required for compliance with the conditions of the Notice of General Permit Coverage (NGPC)/NPDES Permit.

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

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

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

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

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

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

If necessary, furnish and install rain gage in a secure location prior to field work including installation of site-specific BMP. Provide rain gage with a tolerance of at least 0.05 inches of rainfall. Install rain gage on project site in

an area that will not deter rainfall from entering the gate opening. Do not install in a location where rain water may splash into rain gage. The rain gage installation shall be stable and plumbed. Maintain rain gage and replace rain gage that is stolen, does not function properly or accurately, is worn out, or needs to be relocated. Do not begin field work until rain gage is installed and Site-Specific BMPs are in place. Rain gage data logs shall be readily available. Submit rain gage data logs weekly to the Engineer.

Address all comments received from the Engineer.

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

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

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

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

For projects with an NPDES Permit for Construction activities:

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

2) For construction areas discharging into nutrient or sediment

impaired waters, complete initial stabilization within 7 calendar days after the temporary or permanent cessation of earth-disturbing activities.

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

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

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

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

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

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

- (1) Immediately initiate, and complete within the timeframe shown above, the installation of temporary non-vegetative stabilization measures to prevent erosion;
- (2) Complete all soil conditioning, seeding, watering or irrigation installation, mulching, and other required activities related to the

planting and initial establishment of vegetation as soon as conditions or circumstances allow it on the site; and

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

Follow the applicable requirements of the specifications and special provisions including Section 619 and Section 641.

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

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

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

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

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

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

Chemicals may be used as soil stabilizers for either or both erosion

and dust control if acceptable to the Engineer.

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

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

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

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

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

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

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

Properly maintain all Site-Specific BMP measures.

For projects with an NPDES Permit for Construction Activities:

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

(a) Weekly.

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

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

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

421  
422 (a) Weekly.

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

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

430  
431 (a) Weekly.

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

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

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

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

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

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

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

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

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

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

Do not begin dewatering activities until the DOH-CWB has issued an

Individual NPDES Permit or Notice of General Permit Coverage (NGPC).  
Conduct dewatering operations in accordance with the conditions of the  
permit or NGPC.

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

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

#### **209.04 Measurement.**

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

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

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

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

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

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



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

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

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

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

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

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<p>tanks.</p> <ul style="list-style-type: none"> <li>• Train employees on proper maintenance and spill practices and procedures and fueling and cleanup procedures.</li> <li>• Store diesel fuel, oil, hydraulic fluid, or other petroleum products or other chemicals in water-tight containers and provide cover or secondary containment.</li> <li>• Do not remove original product labels and comply with manufacturer's labels for proper disposal.</li> <li>• Dispose of containers only after all the product has been used.</li> <li>• Dispose of or recycle oil or oily wastes according to Federal, State, and Local requirements.</li> <li>• Store soaps, detergents, or solvents under cover or other means to prevent contact with rainwater.</li> <li>• See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13 and Material Use Section SM-3 for additional requirements.</li> </ul>	SM-10.

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

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<p><i>phase disturbances and use stabilization techniques designed for steep grades.</i></p> <ul style="list-style-type: none"> <li>• <i>For temporary drains and swales use velocity dissipation devices within and at the outlet to minimize erosive flow velocities.</i></li> </ul>	<p><i>Ditches and Berms</i></p> <p><i>SC-2 Storm Drain Inlet Protection</i></p> <p><i>Perimeter Controls and Sediment Barriers</i></p> <ol style="list-style-type: none"> <li><i>1. SC-1 Silt Fence</i></li> <li><i>2. SC-5 Vegetated Filter Strips and Buffers</i></li> <li><i>3. SC-8 Compost Filter Berm</i></li> <li><i>4. SC-13 Sandbag Barrier</i></li> <li><i>5. SC-14 Brush or Rock Filter</i></li> </ol> <p><i>Sediment Basins and Detention Ponds</i></p> <ol style="list-style-type: none"> <li><i>1. SC-15 Sediment Trap</i></li> <li><i>2. SC-16 Sediment Basin</i></li> </ol> <p><i>SC-9 Check Dams</i></p> <p><i>SC-10 Level</i></p>

<b><i>Pollutant Source</i></b>	<b><i>Appropriate Site-Specific BMP to be Implemented</i></b>	<b><i>BMP Requirements</i></b>
		<p><i>Spreader</i></p> <p><i>SM-19 Paving Operations</i></p> <p><i>EC-1 Construction Road Stabilization</i></p> <p><i>Controlling Storm Water Flowing onto and Through the Project</i></p> <ol style="list-style-type: none"> <li><i>EC-8 Run-On Diversion</i></li> <li><i>SC-6 Earth Dike</i></li> <li><i>SC-7 Temporary Drains and Swales</i></li> </ol> <p><i>Post Construction BMPs</i></p> <ol style="list-style-type: none"> <li><i>EC-4 Flared Culvert End Sections</i></li> <li><i>SC-3 Rip-Rap and Gabion Inflow Protection</i></li> <li><i>SC-4 Outlet Protection</i></li> </ol>

<b><i>Pollutant Source</i></b>	<b><i>Appropriate Site-Specific BMP to be Implemented</i></b>	<b><i>BMP Requirements</i></b>
		<p><i>and Velocity Dissipation Devices</i></p> <p>4. SM-21 <i>Topsoil Management</i></p> <p><i>Non-Structural BMPs</i></p> <p>1. SM-1 <i>Employee Training</i></p> <p>2. SM-14 <i>Scheduling</i></p> <p>3. SM-15 <i>Location of Potential Sources of Sediment</i></p> <p>4. SM-16 <i>Preservation of Existing Vegetation</i></p>



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

<b><i>Pollutant Source</i></b>	<b><i>Appropriate Site-Specific BMP to be Implemented</i></b>	<b><i>BMP Requirements</i></b>
	<p><i>requirements.</i></p> <ul style="list-style-type: none"> <li>• <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i></li> </ul>	<i>Controls where applicable.</i>

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

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

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<ul style="list-style-type: none"> <li>See Material Delivery and Storage Section SM2, Material Use SM-3, and Waste Management, Hazardous Waste Management Section SM-9 for additional requirements.</li> </ul>	
Hazardous waste (Batteries, Solvents, Treated Lumber, etc.)	<ul style="list-style-type: none"> <li>Do not dispose of toxic materials in dumpsters allocated for construction debris.</li> <li>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</li> <li>Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</li> <li>Segregate and recycle wastes from vehicle/equipment maintenance activities such as used oil or oil filters, greases, cleaning solutions, antifreeze, automotive batteries, and hydraulic and transmission fluids.</li> <li>Store waste in sealed containers, which are constructed of suitable materials to prevent leakage and corrosion, and which are labeled in accordance with applicable Resource Conservation and Recovery Act (RCRA) requirements and all other applicable federal, state, and local requirements.</li> <li>All containers stored outside shall be kept away from surface waters and within appropriately-sized secondary containment (e.g., spill berms, decks, spill containment pallets). Provide cover if possible.</li> <li>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</li> <li>Do not clean surfaces or spills by hosing the area down.</li> <li>Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</li> <li>Ensure collection, removal, and disposal of hazardous waste complies with manufacturer's recommendations and is in compliance with federal, state, and local requirements.</li> <li>See Hazardous Waste Management Section SM-9 and Vehicle and Equipment Management, Vehicle and Equipment Maintenance SM-12 for additional</li> </ul>	See Hazardous Waste Management Section SM-9 and Vehicle and Equipment Maintenance SM-12

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<i>requirements.</i>	
<i>Metals and Building Materials</i>	<ul style="list-style-type: none"> <li>• <i>Inspect construction waste and recycling areas regularly.</i></li> <li>• <i>Schedule solid waste collection regularly.</i></li> <li>• <i>If building materials or metals are stored on site (such as rebar or galvanized poles) store under cover under tarps or in containers.</i></li> <li>• <i>Minimize the amount of material stored on site.</i></li> <li>• <i>Do not stockpile uncovered metals or other building materials in close proximity to discharge points.</i></li> <li>• <i>See Solid Waste Management Section SM-6 for additional requirements.</i></li> </ul>	<i>See Solid Waste Management Section SM-6</i>
<i>Contaminated Soil</i>	<ul style="list-style-type: none"> <li>• <i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Waste Management Section SM-9 for additional requirements.</i></li> <li>• <i>At minimum contain contaminated material soil by surrounding with impermeable lined berms or cover exposed contaminated material with plastic sheets.</i></li> </ul>	<i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Waste Management Section SM-9</i>
<i>Dust Control Water</i>	<ul style="list-style-type: none"> <li>• <i>Do not over spray water for dust control purposes which will result in runoff from the area.</i></li> <li>• <i>Apply water as conditions require.</i></li> <li>• <i>Washing down of debris or dirt into drainage, sewage systems, or State waters is not allowed.</i></li> <li>• <i>See Dust Control Section SM-18 for additional requirements.</i></li> </ul>	<i>See Dust Control Section SM-18</i>
<i>Concrete Truck Wash</i>	<ul style="list-style-type: none"> <li>• <i>Disposal of concrete truck wash water via percolation is prohibited.</i></li> </ul>	<i>See Waste Management,</i>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Water</i>	<ul style="list-style-type: none"> <li>• <i>Wash concrete-coated vehicles or equipment off-site or in the designated wash area.</i></li> <li>• <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></li> <li>• <i>Runoff from the on-site concrete wash area shall be contained in a temporary pit or level bermed area where the concrete can set.</i></li> <li>• <i>Design the area so that no overflow can occur due to inadequate wash area sizing or precipitation.</i></li> <li>• <i>The temporary pit shall be lined with plastic to prevent seepage of wash water into the ground.</i></li> <li>• <i>Allow wash water to evaporate or collect wash water and all concrete debris in a concrete washout system bin.</i></li> <li>• <i>Do not dump liquid wastes into storm drainage system.</i></li> <li>• <i>Dispose of liquid and solid concrete wastes in compliance with federal, state, and local standards.</i></li> <li>• <i>See Waste Management, Concrete Waste Management Section SM-5 for additional requirements.</i></li> </ul>	<i>Concrete Waste Management Section SM-5</i>
<i>Sediment Track-Out</i>	<ul style="list-style-type: none"> <li>• <i>Include Stabilized Construction Entrance at all points that exit onto paved roads.</i></li> <li>• <i>A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.</i></li> <li>• <i>The pavement shall not be cleaned by washing down the street.</i></li> <li>• <i>If sweeping is ineffective or it is necessary to wash the streets, wash water must be contained either by construction of a sump, diverting the water</i></li> </ul>	<i>See Stabilized Construction Entrance Section EC-2</i>

<b><i>Pollutant Source</i></b>	<b><i>Appropriate Site-Specific BMP to be Implemented</i></b>	<b><i>BMP Requirements</i></b>
	<p><i>to an acceptable disposal area, or vacuuming the wash water.</i></p> <ul style="list-style-type: none"> <li><i>• Use BMPs for adjacent drainage structures.</i></li> <li><i>• Remove sediment tracked onto the street by the end of the day in which the track-out occurs.</i></li> <li><i>• Restrict vehicle use to properly designated exit points.</i></li> <li><i>• Include additional BMPs which remove sediment prior to exit when minimum dimensions can not be met.</i></li> <li><i>• See Stabilized Construction Entrance Section EC-2 for additional requirements.</i></li> </ul>	



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

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<i>requirements.</i>	
<i>Saw-cutting Slurry</i>	<ul style="list-style-type: none"> <li>• <i>Saw cut slurry shall be removed from the site by vacuuming.</i></li> <li>• <i>Provide storm drain protection during saw cutting. See Paving Operations Section SM-19 for additional requirements.</i></li> <li>• <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i></li> </ul>	<i>See Paving Operations Section SM-19, Storm Drain Inlet Protection SC-2, Perimeter sediment controls where applicable</i>
<i>Concrete Curing Water</i>	<ul style="list-style-type: none"> <li>• <i>Avoid overspraying of curing compounds.</i></li> <li>• <i>Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.</i></li> <li>• <i>See California Stormwater BMP Handbook NS-12 Concrete Curing at <a href="http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/">http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/</a> under Concrete Curing for additional requirements.</i></li> </ul>	<i>See California Stormwater BMP Handbook NS-12 Concrete Curing</i>
<i>Plaster Waste Water</i>	<ul style="list-style-type: none"> <li>• <i>Direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i></li> <li>• <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></li> <li>• <i>Any significant residual materials remaining on the ground after the completion of construction shall be removed and properly disposed. If the residual materials contaminate the soil, then the</i></li> </ul>	<i>See Material Delivery and Storage Section SM-2, Material Use Section SM-3, and Hazardous Waste Management Section SM-9</i>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<p>contaminated soil shall also be removed and properly disposed of.</p> <ul style="list-style-type: none"> <li>Plaster waste water shall not be allowed to flow into drainage structures or State waters.</li> <li>See Material Delivery and Storage Section SM-2, Material Use SM-3, and Hazardous Waste Management Section SM-9 for additional requirements.</li> </ul>	
Water-Jet Wash Water	<ul style="list-style-type: none"> <li>For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical.</li> <li>See Vehicle and Equipment Cleaning Section SM-11 for additional information.</li> <li>For Water-Jet Wash Water used to clean impervious surfaces, the runoff shall not be allowed to flow into drainage structures or State Waters.</li> </ul>	See Vehicle and Equipment Cleaning Section SM-11
Sanitary/Septic Waste	<ul style="list-style-type: none"> <li>Locate Sanitary facilities in a convenient place away from drainage facilities.</li> <li>Position sanitary facilities so they are secure and will not be tipped over or knocked down.</li> <li>Wastewater shall not be discharged to the ground or buried.</li> <li>A licensed service provider shall maintain sanitary/septic facilities in good working order.</li> <li>Schedule regular waste collection by a licensed transporter.</li> <li>See Sanitary/Septic Waste Section SM-7 for additional requirements.</li> </ul>	See Sanitary/Septic Waste Section SM-7.

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## END OF SECTION 209

HWY-O-01-19

Addendum No.