SECTION 106 - CONTROL OF MATERIAL

Make the following amendments to said Section:

(I) Amend **106.03 Sampling, Tests, Cited Specifications** by revising the last paragraph to read as follows:

"**(1)** AASHTO Standard Specifications for Highway Materials and Methods of Sampling and Testing, (Parts I and II), 21st Edition.

(2) ASTM Standards, Volumes 00.01 to 15.09, 1999 Edition."

(II) Amend **106.04 Plant Inspection** by revising the first paragraph to read as follows:

"**106.04 Manufacturing Plant Inspection.** When the location of manufacturing plants allows, the Engineer may inspect the plants periodically for compliance with specified manufacturing methods. The Engineer may get samples of materials for laboratory testing for compliance with material quality requirements. This may be the basis for acceptance of manufacturing lots as to quality."

(III) Amend **106.09 Special Test Methods** to read as follows:

"**106.09 Special Test Methods.** The Department uses the test methods specified below and are modifications of standard procedures or methods peculiar to the Department. References to Hawaii Test Method may be found in the new manual "Hawaii Test Methods", published by State of Hawaii, Department of Transportation, Highways Division, Materials Testing and Research Branch, dated December 2000.

(A) Relative Compaction Test. This test determines the ratio of the dry unit weight (density) of in-place soil to the maximum dry unit weight of the same soil.

(1) Maximum Dry Unit Weight. The test procedure for determining the maximum dry unit weight shall be in accordance with AASHTO T 180, Method D, with correction for fraction over 3/4-inch.

(2) Density of Soil In-Place. The test procedure for determining the density of soil in-place shall be according to Hawaii Test Methods HDOT TM 1, 2, and 3.

(B) Wet Preparation of Disturbed Soil Samples. When designated by the Engineer, the wet method of sample preparation (Hawaii Test Method HDOT TM 5) shall be used for sensitive soil mixtures.

(C) Test for Field Resistivity And pH Of Backfill Material. The test to determine the field resistivity and pH of backfill material shall be determined according to Hawaii Test Method HDOT TM 4 to estimate the service life of metal pipes.

(D) Operation of the California Type Profilograph and Evaluation of Profiles. The test to determine the profile index shall be made in accordance with Hawaii Test Method HDOT TM 6.

(E) Relative Density of Asphalt Pavement by Cores. The relative density of asphalt pavement by cores shall be determined by Hawaii Test Method HDOT TM 7.

(E) Relative Density Of Asphalt Pavement By Cores. The relative density of asphalt pavement by cores shall be determined by Hawaii Test Method HDOT TM 7.

(F) Determining Total Moisture Content of Bituminous Mixtures or Mineral Aggregates Using Microwave Ovens. The total moisture content of bituminous mixtures or mineral aggregates using the microwave ovens shall be determined in accordance with Hawaii Test Method HDOT TM 8."

(IV) Amend **106.10 Certificate of Compliance** by revising the first sentence of the second paragraph to read as follows:

"A certificate of compliance shall accompany each lot of materials or assemblies delivered to the work site with substantiating test data of the lot clearly identified."

(V) Add the following subsections:

"106.13 Ordering of Certain Materials. The intent of this contract is to complete work within the specified time. Therefore, the Contractor shall submit to the Department, within 7 days following award of contract, written evidence that the Contractor ordered the necessary materials specified for this project.

The Department will purchase said materials at cost which includes the cost of the materials based on invoices, the cost of transporting the materials to the location designated by the Engineer, and State excise taxes if the contract is

rescinded by the Department after the Contractor orders the materials specified above. The Contractor shall not include profits.

106.14 Assignment Of Antitrust Claims For Overcharges For Goods and Materials Purchased. Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and which are not passed on to the purchaser under an escalation clause.

Contractor and owner recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the owner. Therefore, Contractor hereby assigns to owner any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and any contract change order. In addition, Contractor warrants and represents that each of its first tier suppliers and subcontractors shall assign any and all such claims to owner, subject to the aforementioned exception."

106.15 Submittal Data. The contract contains the description of various items which the Contractor must submit to the Engineer for review and acceptance. The Contractor shall provide 6 copies of the required submissions. The Engineer will complete the review of the material within 30 days from the date of submission. The Engineer will advise the Contractor, in writing, as to the acceptability of the material submitted. The Engineer may determine that the item is acceptable, in which case no further action is required by the Contractor; or, the item may be partially or totally rejected, in which case the Contractor shall be required to modify the submittal as required by the Engineer and resubmit the item within 15 days. At this time, the review and acceptance cycle described above shall begin again.

Failure to furnish the required submissions by the time specified will result in the payments that may become due to the Contractor being suspended until the Engineer receives the submission.

The purpose of the submittal data is to show specifically and in detail how the Contractor intends to satisfy the contract requirements. The Contractor shall cross off and initial the statements on preprinted literature which conflict with the contract requirements.

Each submittal shall contain sufficient information and details to permit the Engineer to evaluate the situation. The Engineer will not review submittals that are not sufficient to permit proper evaluation.

Following the review of the submittal data, the Engineer will mark the submittal items 'Accepted', 'Corrections Noted', or 'Rejected'. The Engineer will also mark each item that the Contract must resubmit. The Contractor may proceed with the items marked 'Accepted'. The Contractor shall not proceed with items marked 'Rejected' or 'Corrections Noted' or with items for which resubmission is required, but shall proceed immediately to correct said items and resubmit them for review.

In no case shall installation commence before acceptance of material data by the Engineer. The Contractor shall be liable for materials purchased or work done before such acceptance."