

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

ADDENDUM NO. 3

for

**INTERSTATE ROUTE H-2 AND MOANALUA FREEWAY GUARDRAIL AND
SHOULDER IMPROVEMENTS, PH2**

FEDERAL AID PROJECT NO. NH-STP-0300(164)

The following amendments shall be made to the Bid Documents:

A. TABLE OF CONTENTS

1. Replace the Table of Contents dated r4/15/21 with the attached Table of Contents dated r5/19/21.

B. NOTICE TO BIDDERS

1. Prospective bidders are hereby notified that the deadline for the receiving of sealed bids previously postponed until further notice, is hereby RESCHEDULED for 2:00 P.M. HST, Monday, June 21, 2021.
2. Replace the NOTICE TO BIDDERS with the attached NOTICE TO BIDDERS dated r5/20/21.

C. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. Replace the Disadvantaged Business Enterprises (DBE) Requirements dated 11.17.17 with the attached Disadvantaged Business Enterprises (DBE) Requirements dated 05.20.21.

D. SPECIAL PROVISIONS

1. Replace Section 101 – Terms, Abbreviations, and Definitions dated 10/01/17 with the attached Section 101 – Terms, Abbreviations, and Definitions dated r5/6/21.
2. Replace Section 401 - Dense Graded HMA Pavement dated r4/16/21 with the attached Section 401- Dense Graded HMA Pavement dated r4/22/21.

**Addendum No. 3
r5/20/21**

E. FEDERAL WAGE RATES

1. Replace the Federal Wage Rates dated 01/22/2021 with the attached Federal Wage Rates dated 05/07/2021.

F. PROPOSAL

1. Replace Proposal page P-1 dated 1.31.18 with the attached Proposal page P-1 dated r05.14.21.
2. Replace Proposal pages P-2 to P-4 dated 6.13.17 with the attached Proposal pages P-2 to P-4 dated r05.14.21.
3. Replace Proposal pages P-5 to P-6 dated r6.13.17 with the attached Proposal pages P-5 to P-6 dated r05.14.21.

G. CONFIRMATION BY DBE

1. Remove Confirmation by DBE dated Rev 6.13.17 and replace with the attached DBE Forms listed below:
 - Disadvantaged Business Enterprise (DBE) Contract Goal Verification and Good Faith Efforts (GFE) Documentation For Construction dated 05.20.21.
 - Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Trucking Company dated 05.20.21.
 - Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier dated 05.20.21.

Bidders must complete and submit these forms to the Engineer by email at justin.se.rush@hawaii.gov by Monday, June 28, 2021 per added requirements of the attached NOTICE TO BIDDERS dated r5/20/21.

H. PLANS

1. Replace Plan Sheet ADD.47 with the attached Plan Sheet ADD.47.

Please acknowledge receipt of this Addendum No. 3 by recording the date of its receipt in the space provided on page P-4 of the Proposal.



JADE T. BUTAY
Director of Transportation

TABLE OF CONTENTS

Notice To Bidders

Instructions for Contractor's Licensing

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

Disadvantaged Business Enterprise (DBE) Requirements

Required Federal-Aid Contract Provisions

Special Provisions Title Page

Special Provisions:

DIVISION 100 - GENERAL PROVISIONS		
Section	Description	Pages
101	Terms, Abbreviations, and Definitions	101-1a – 101-12a
102	Bidding Requirements and Conditions	102-1a – 102-8a
103	Award And Execution of Contract	103-1a – 103-4a
104	Scope of Work	104-1a – 104-2a
105	Control of Work	105-1a – 105-3a
106	Material Restrictions and Requirements	106-1a
107	Legal Relations and Responsibility To Public	107-1a – 107-3a
108	Prosecution And Progress	108-1a – 108-25a
109	Measurement and Payment	109-1a – 109-2a

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

DIVISION 300 - BASES		
Section	Description	Pages
301	Hot Mix Asphalt Base Course	301-1a - 301-2a
304	Aggregate Base Course	304-1a

DIVISION 400 - PAVEMENTS		
Section	Description	Pages
401	Dense Graded HMA Pavement	401-1a – 401-38a
411	Portland Cement Concrete Pavement	411-1a

DIVISION 600 - INCIDENTAL CONSTRUCTION		
Section	Description	Pages
603	Culverts and Storm Drains	603-1a – 603-2a
606	Guardrail	606-1a
613	Centerline and Reference Survey Monuments	613-1a – 613-2a
615	Milled Rumble Strips	615-1a – 615-2a
621	Weigh In Motion System Pole Assemblies	621-1a – 621-5a
629	Pavement Markings	629-1a – 629-13a
630	Traffic Control Guide Sign	630-1a – 630-3a
631	Traffic Control, Regulatory, Warning and Miscellaneous Signs	631-1a – 631-2a
632	Markers	632-1a
636	E-Construction	636-1a
638	Portland Cement Concrete Curb and Gutter	638-1a – 638-2a
639	Asphalt Concrete Curb and Gutter	639-1a
645	Work Zone Traffic Control	645-1a – 645-19a
693	Terminal Impact Attenuator	693-1a
699	Mobilization	699-1a

DIVISION 700 - MATERIALS		
Section	Description	Pages
750	Traffic Control Sign and Marker Material	750-1a – 750-2a
755	Pavement Marking Material	755-1a

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

Federal Wage Rates

Proposal Title Page

Proposal P-1 – P-7
Proposal Schedule P-8 – P-12

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

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

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

Surety Bid Bond

Sample Forms

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

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

Statement of Compliance
Form WH-348

Chapter 104, HRS Compliance Certificate

END OF TABLE OF CONTENTS

FEDERAL PROJECTS

NOTICE TO BIDDERS (Chapter 103D, HRS)

The receiving of SEALED BIDS for INTERSTATE ROUTE H-2 AND MOANALUA FREEWAY GUARDRAIL AND SHOULDER IMPROVEMENTS, PHASE 2, FEDERAL-AID PROJECT NO. NH-STP-0300(164), will begin as advertised on April 1, 2021, in HlePRO. Bidders are to register and submit bids through HlePro only. See the following HlePRO link for important information on registering: <https://hiepro.chawaii.gov/welcome.html>. Deadline to submit bids is Monday, June 21, 2021, at 2:00 p.m., Hawaii Standard Time (HST). Bids received after said due date and time shall not be considered.

Plans, specifications, proposal, contract forms, and applicable National Pollutant Discharge Elimination System Permit documents may be obtained from HlePRO.

The scope of work consists of improvements to guardrail, end treatments, installation and replacement of impact attenuators, upgrades to guardrail connections to structures, storm water drainage improvements, shoulder AC replacement and reconstruction. There are two areas for this project, all of Interstate Route H-2 Mile Post (M.P.) 0.0 to M.P. 8.33 and all of Route 78, Moanalua Freeway M.P. 0.0 to M.P. 0.74. The estimated cost of construction is between \$12,500,000 and \$13,000,000.

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

A pre-bid conference is scheduled for April 8, 2021, at 10:00 a.m. HST. All prospective bidders or their representatives (employees) are encouraged to attend, but attendance is not mandatory. Due to the impacts of COVID 19, the pre-bid meeting will be conducted virtually.

FEDERAL PROJECTS

Questions applicable to the Project Specifications should be submitted to the Project Manager no later than two days prior to the scheduled date of the pre-bid meeting.

Contact Justin Rush, by phone, at (808) 692-8427, by facsimile at (808) 692-7590 or email at justin.se.rush@hawaii.gov address to obtain the venue for the pre-bid meeting.

ALL requests for information (RFI) shall be received in writing via HlePRO no less than 14 calendar days before bid opening. Questions received after the deadline will not be addressed. Verbal requests for information will not receive a response. Anything said at the conference is for clarification purposes and any changes to the bid documents will be made by addendum and posted in HlePRO.

Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with §103D-701, HRS and §3-126, HAR.

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by the legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

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

FEDERAL PROJECTS

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

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

Bidders are directed to read and be familiar with the Disadvantaged Business Enterprise (DBE) Requirements for Federal-Aid Projects regarding Disadvantaged Business Enterprise (DBE), which establishes the program requirements pursuant to Title 49 Code of Federal Regulations Part 26 and, particularly, the requirements of certification, method of award, and evidence of good faith. All Bidders must e-mail the Engineer at justin.se.rush@hawaii.gov, the Disadvantaged Business Enterprise (DBE) Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction, Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Trucking Company and Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier by Monday, June 28, 2021 at 4:30 p.m. HST. Failure to provide these documents shall be cause for bid/proposal rejection.

Driving While Impaired (DWI) Education. HDOT encourages all organizations contracted with the DOT to have an employee education program preventing DWI. DWI is defined as operating a motor vehicle while impaired by alcohol or other legal or illegal substances. HDOT promotes this type of program to accomplish our mission to provide a safe

FEDERAL PROJECTS

environment for motorists, bicyclists and pedestrians utilizing our State highways, and expects its contractors to do so as well.

For additional information, contact Justin Rush, by phone at (808) 692-8427, by facsimile at (808) 692-7590 or email at justin.se.rush@hawaii.gov.

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



JADE T. BUTAY
Director of Transportation

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

I. GENERAL

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

II. POLICY

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

III. DBE ASSURANCES

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

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

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

IV. BIDDER/OFFEROR RESPONSIBILITIES

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

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

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

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

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

V. PROPOSAL REQUIREMENTS

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

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

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

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

1. **DBE Confirmation and Commitment Agreement.** This form must be **signed by the bidder/offeror and each DBE** subcontractor, manufacturer, supplier, or trucking company and submitted to the State Project Manager. Information to be provided on the form shall include, among other things, the project number, the DBE's NAICS codes, description of work, bid items with corresponding price information, prime contractor name and contact information DBE name and contact information and subcontractor name and contact information if the DBE is a second tier subcontractor.

2. **DBE Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction.** List the dollar amount of all subcontractors, manufacturers, suppliers, and trucking companies (both DBE and non-DBE firms). Bidder/offeror must also list the DBE project goal on this form (See paragraph D below regarding goal calculation). If the project goal is not met, the bidder/offeror shall submit documentation of good faith efforts including quotations for both DBE and non-DBE subcontractors when a non-DBE is selected over a DBE for the project.

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

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

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

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

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

VI. COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL

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

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

5. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
 6. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in the DBE Regulations, if the person both owns and operates distribution equipment for the products. Any supplementing of a regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
 7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers;
 8. With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals; however,
 9. If a firm is not currently certified as a DBE in accordance with standards of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i);
 10. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward the Department's overall goal; and
 11. Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.
- G. The following factors are used in counting DBE participation for trucking companies:
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
 2. The DBE must itself own and operate at least one (1) fully licensed, insured, and operational truck used on the contract;

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

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

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

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

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

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

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

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

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

VII. USE OF JOINT CHECKS UNDER THE DBE PROGRAM

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

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

VIII. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD

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

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

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

IX. ADMINISTRATIVE RECONSIDERATION.

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

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

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

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

X. AWARD OF CONTRACT

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

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

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

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

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

The written notice by the contractor must include the following:

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

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

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

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

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

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

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

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

XII. CONTRACT COMPLIANCE

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

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

XIII. PAYMENT

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

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

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

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

XIV. RECORDS

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

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

XV. FAILURE TO COMPLY WITH DBE REQUIREMENTS

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

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

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

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

7
8 **101.01 Meaning of Terms.** The specifications are generally written in the
9 imperative mood. In sentences using the imperative mood, the subject, "the
10 Contractor shall", is implied. In the material specifications, the subject may also
11 be the supplier, fabricator, or manufacturer supplying material, products, or
12 equipment for use on the project. The word "will" generally pertains to decisions
13 or actions of the State.

14
15 When a publication is specified, it refers to the most recent date of issue,
16 including interim publications, before the bid opening date for the project, unless
17 a specific date or year of issue is provided.

18
19 **101.02 Abbreviations.** Meanings of abbreviations used in the specifications,
20 on the plans, or in other contract documents are as follows:

21

22	AAN	American Association of Nurserymen
23		
24	AASHTO	American Association of State Highway and
25		Transportation Officials
26		
27	ACI	American Concrete Institute
28		
29	ADA	Americans with Disabilities Act
30		
31	ADAAG	Americans with Disabilities Act Accessibility Guidelines
32		
33	AGC	Associated General Contractors of America
34		
35	AIA	American Institute of Architects
36		
37	AISC	American Institute of Steel Construction
38		
39	AISI	American Iron and Steel Institute
40		
41	ANSI	American National Standards Institute
42		
43	APA	American Plywood Association
44		
45	ARA	American Railway Association
46		

47	AREA	American Railway Engineering Association
48		
49	ASA	American Standards Association
50		
51	ASCE	American Society of Civil Engineers
52		
53	ASLA	American Society of Landscape Architects
54		
55	ASTM	American Society for Testing and Materials
56		
57	AWG	American Wire Gauge
58		
59	AWPA	American Wood Preserver's Association
60		
61	AWS	American Welding Society
62		
63	AWWA	American Water Works Association
64		
65	BMP	Best Management Practice
66		
67	CCO	Contract Change Order
68		
69	CFR	Code of Federal Regulations
70		
71	CRSI	Concrete Reinforcing Steel Institute
72		
73	DCAB	Disability and Communication Access Board, Department of
74		Health, State of Hawaii
75		
76	DOTAX	Department of Taxation, State of Hawaii
77		
78	EPA	U.S. Environmental Protection Agency
79		
80	FHWA	Federal Highway Administration,
81		U.S. Department of Transportation
82		
83	FSS	Federal Specifications and Standards,
84		General Services Administration, U.S. Department of
85		Defense
86		
87	HAR	Hawaii Administrative Rules
88		
89	HDOT	Department of Transportation, State of Hawaii
90		
91	HIOSH	Occupational Safety and Health, Department of Labor and
92		Industrial Relations, State of Hawaii
93		

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

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

Addendum (plural - Addenda) - A written or graphic document, including drawings and specifications, issued by the Director during the bidding period.

This document modifies or interprets the bidding documents by additions, deletions, clarifications or corrections.

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

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

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

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

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

Bag - 94 pounds of cement.

Barrel - 376 pounds of cement.

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

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

Bid - See Proposal.

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

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

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

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

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Calendar Day - See Day.

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

Completion - See Substantial Completion and Final Completion.

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

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

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

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

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

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

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

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

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

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

Contracting Officer - See Engineer.

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

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

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

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

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

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

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

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

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

281 **Final Acceptance** - The Status of the project when the Engineer finds that the
282 Contractor has satisfactorily completed all contract work in compliance with the
283 contract including all plant establishment requirements, and all the materials have
284 been accepted by the State.
285
286 **Final Completion** - The date set by the Director that all work required by the
287 contract has been completed in full compliance with the contract documents.
288
289 **Final Inspection** - Inspection where all contract items (with the exception of
290 Planting Period and Plant Establishment Period) are accepted by the Engineer.
291 Substantial Completion will be issued by the Engineer based on the satisfactory
292 results of the Final Inspection.
293
294 **Float** - The amount of time between when an activity can start and when an activity
295 must start, i.e., the time available to complete non-critical activities required for
296 the performance of the work without affecting the critical path.
297
298 **Guarantee** - Legally enforceable assurance of the duration of satisfactory
299 performance of quality of a product or work.
300
301 **Hawaii Administrative Rules** - Rules adopted by the State in accordance with
302 Chapter 91 of the Hawaii Revised Statutes, as amended.
303
304 **Highway (Street, Road, or Roadway)** - A public way within a right-of-way
305 designed, intended, and set aside for use by vehicles, bicyclists, or pedestrians.
306
307 **Highways Division** - The Highways Division of the Hawaii Department of
308 Transportation constituted under the laws of Hawaii for the administration of
309 highway work.
310
311 **Holidays** - The days of each year which are set apart and established as State
312 holidays pursuant to Chapter 8 of the Hawaii Revised Statutes, as amended.
313
314 **Inspector** - The Engineer's authorized representative assigned to make detailed
315 inspections of contract performance, prescribed work, and materials supplied.
316
317 **Laboratory** - The testing laboratory of the Highways Division or other testing
318 laboratories that may be designated by the Engineer.
319
320 **Laws** - All Federal, State, and local laws, executive orders and regulations having
321 the force of law.
322
323 **Leveling Course** - An aggregate mixture course of variable thickness used to
324 restore horizontal and vertical uniformity to existing pavements or shoulders.
325
326 **Liquidated Damages** - The amount prescribed in Subsection 108.08 - Liquidated
327 Damages for Failure to Complete the Work or Portions of the Work on Time, to be

paid to the State or to be deducted from any payments payable to or, which may become payable to the Contractor.

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

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

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

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

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

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

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

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

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

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

375
376 **Project Acceptance Date** - The calendar day on which the Engineer accepts the
377 project as completed. See Final Completion.
378
379 **Proposal (Bid)** - The executed document submitted by a Bidder in response to a
380 solicitation request, to perform the work required by the proposed contract
381 documents, for the price quoted and within the time allotted.
382
383 **Public Traffic** - Vehicular or pedestrian movement on a public way.
384
385 **Punchlist** - A list compiled by the Engineer specifying work yet to be completed or
386 corrected by the Contractor in order to substantially complete the contract.
387
388 **Questionnaire** - The specified forms on which the bidder shall furnish required
389 information as to its ability to perform and finance the work.
390
391 **Request for Change Proposal** - A written notice from the Engineer to the
392 Contractor requesting that the Contractor provide a price and/or time proposal for
393 contemplated changes preparatory to the issuance of a field order or change order.
394
395 **Right-of-Way** - Land, property, or property interests acquired by a government
396 agency for, or devoted to transportation purposes.
397
398 **Roadbed** - The graded portion of a highway within top and side slopes, prepared
399 as a foundation for the pavement structure and shoulders.
400
401 **Roadside** - The area between the outside edges of the shoulders and the right-of-
402 way boundaries. Unpaved median areas between inside shoulders of divided
403 highways and infield areas of interchanges are included.
404
405 **Section and Subsection** - Section or subsection shall be understood to refer to
406 these specifications unless otherwise specified.
407
408 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data
409 or information which are specifically prepared or assembled by or for the
410 Contractor and submitted by the Contractor to illustrate some portion of the work.
411
412 **Shoulder** - The portion of the roadway next to the traveled way for:
413 accommodation of stopped vehicles, placement of underground facilities,
414 emergency use, and lateral support of base and surface courses.
415
416 **Sidewalk** - That portion of the roadway primarily constructed for use by
417 pedestrians.
418
419 **Solicitation** - An invitation to bid or request for proposals or any other document
420 issued by the Department to solicit bids or offers to perform a contract. The

solicitation may indicate the time and place to receive the bids or offers and the location, nature and character of the work, construction or materials to be provided.

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

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

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

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

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

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

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

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

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

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

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

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

467 **Substantial Completion** - The Status of the project when the Contractor has
468 completed the work, except for the planting period and plant establishment period,
469 and each of the following requirements are met:
470

- 471 (1) All traffic lanes (including shoulders, ramps, sidewalks and bike
472 paths) are in their final configuration as designed and the final
473 wearing surface has been installed;
474
- 475 (2) All operational and safety devices have been installed in accordance
476 with the contract documents including guardrails, end treatments,
477 traffic barriers, required signs and pavement markings, drainage,
478 parapet, and bridge and pavement structures;
479
- 480 (3) All required illumination and lighting for normal and safe use and
481 operation is installed and functional in accordance with the contract
482 documents;
483
- 484 (4) All utilities and services are connected and working;
485
- 486 (5) The need for temporary traffic controls or lane closures at any time
487 has ceased, except for lane closures required for routine
488 maintenance;
489
- 490 (6) The building, structure, improvement or facility can be used for its
491 intended purpose.
492

493 **Substantial Completion Date** - The date the Substantial Completion is granted
494 by the Engineer in Writing and Contract Time stops.
495

496 **Superintendent** - The employee of the Contractor who is responsible for all the
497 work and is a Contractor's agent for communications to and from the State.
498

499 **Surety** - The qualified individual, firm or corporation other than the Contractor,
500 which executes a bond with and for the Contractor to insure its acceptable
501 performance of the contract.
502

503 **Surfacing** - The uppermost layer of material placed on the traveled way or
504 shoulders. This term is used interchangeably with pavement.
505

506 **Traveled Way** - The portion of the roadway for the movement of vehicles,
507 exclusive of shoulders.
508

509 **Unsuitable Material** - Materials that contain organic matter, muck, humus, peat,
510 sticks, debris, chemicals, toxic matter, or other deleterious materials not suitable
511 for use in earthwork.
512

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

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

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

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

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

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

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

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

END OF SECTION 101

1 Amend Section 401- HOT MIX ASPHALT (HMA) PAVEMENT to read as follows:

2
3 "SECTION 401 – DENSE GRADED HMA PAVEMENT

4
5 **401.01 Description.** This section describes furnishing and placing dense graded
6 HMA pavement (herein referred to as HMA) on a prepared surface.

7
8 **401.02 Materials.**

9
10 Asphalt Binder (PG 64-16) 702.01A
11 Use for non-surface mixes, unless otherwise specified in the project documents

12
13 Asphalt Binder (PG 64E-22) 702.01B
14 Use for all surface mixes, except for on Lanai and Molokai, and unless otherwise
15 specified in the project documents

16 Emulsified Asphalt 702.04

17
18 Warm Mix Asphalt Additive 702.06

19
20 Aggregate for Hot Mix Asphalt Pavement 703.09

21
22 Filler 703.15

23
24 Hydrated Lime or a liquid anti-strip approved by the engineer 712.03

25
26 **(A) General.** HMA pavement shall be plant mixed and shall include
27 mixture of aggregate and asphalt binder and may include reclaimed asphalt
28 pavement (RAP) or filler, or both.

29
30 The manufacture of HMA may include warm mix asphalt (WMA)
31 processes in accordance with these specifications. WMA processes include
32 combinations of organic additives, chemical additives, and foaming.

33
34 HMA pavement shall include surface course and may include one or
35 more binder courses, depending on HMA pavement thickness indicated in
36 the contract documents.

37
38 RAP is defined as removed or reprocessed pavement materials
39 containing asphalt and aggregates. Process RAP by crushing until 100
40 percent of RAP passes 3/4-inch sieve. Size, grade uniformly, and combine
41 materials such that blend of RAP and aggregate material conforms to grading
42 requirements of Subsection 703.09 - Aggregate for Hot Mix Asphalt
43 Pavement.

44
45 In surface and binder courses, aggregate for HMA may include RAP
46 quantities up to 20 percent of total mix weight.

Quantity of filler material to correct deficiencies in aggregate gradation passing the No. 200 sieve shall not exceed 3 percent by weight of fine aggregates.

(B) Job-Mix Formula and Tests. Design job-mix formula in accordance with procedures contained in current edition of Asphalt Institute's *Mix Design Methods for Asphalt Concrete and Other Hot Mix Types*, Manual Series No. 2 (MS-2) for either Marshall Method or Hveem Method of Mix Design.

Limit compacted lift thickness and asphalt content of job-mix formula as specified in Table 401.02-1 - Limits of Compacted Lift Thickness and Asphalt Content.

TABLE 401.02-1 - LIMITS OF COMPACTED LIFT THICKNESS AND ASPHALT CONTENT				
MIX NO.	II	III	IV, PMA	V
Minimum to Maximum Compacted Thickness for Individual Lifts (Inches)	2-1/4 to 3	2 to 3	1-1/2 to 3	1-1/4 to 3
Asphalt Content Limits (Percent of Total Weight of Mix)	3.8 to 6.1	4.3 to 6.1	4.3 to 6.5	4.8 to 7.0

Asphalt content limits for porous aggregate may be exceeded only if it is requested ahead of placement and is reviewed then accepted in writing by the Engineer.

Meet job-mix formula design criteria specified in Table 401.02-2 - Job-Mix Design Criteria.

TABLE 401.02-2 - JOB-MIX FORMULA DESIGN CRITERIA	
Hveem Method Mix Criteria (AASHTO T 246 and AASHTO T 247)	
Stability, minimum	37
Air Voids (percent) ¹	3 - 5
Marshall Method Mix Criteria (AASHTO T 245)	
Compaction (number of blows each end of specimen)	75
Stability, minimum (pounds)	1,800
Flow (x 0.01 inch)	8 - 16
Air Voids (percent) ¹	3 - 5
Notes: 1. Air Voids: AASHTO T 166 or AASHTO T 275; AASHTO T 209, AASHTO T 269.	

Minimum percent voids in mineral aggregates (VMA) of job-mix formula shall be as specified in Table 401.02-3 - Minimum Percent Voids in Mineral Aggregates (VMA).

TABLE 401.02-3 - MINIMUM PERCENT VOIDS IN MINERAL AGGREGATES (VMA)						
Nominal Maximum Particle Size, (Inches)	1-1/2	1	3/4	1/2	3/8	
VMA, (percent) ¹	11.0	12.0	13.0	14.0	15.0	
Notes: 1. VMA: See Asphalt Institute Manual MS-2,						

(C) Submittals. Establish and submit job-mix formula for each type of HMA pavement mix indicated in the contract documents a minimum of 30 days before paving production. Job mix shall include the following applicable information:

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

(2) Design percent of asphalt binder material (type determined by type of mix) added to the aggregate (expressed as % by weight of total mix),

(3) Design proportion of processed RAP.

(4) Design temperature of mixture at point of discharge at paver.

(5) Source of aggregate.

(6) Grade of asphalt binder.

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

Except for item (4) in this subsection, if design requirements are modified after the Engineer accepts job-mix formula, submit new job-mix formula before using HMA produced from modified mix design. Submit any changes to the design temperature of mixture at point of discharge for acceptance by the Engineer.

Submit a certificate of compliance for the asphalt binder, accompanied by substantiating test data from a certified testing laboratory.

(D) Range of Tolerances for HMA. Provide HMA within allowable tolerances of accepted job-mix formula as specified in Table 401.02-4 - Range of Tolerances. These tolerances are not to be used for the design of the job mix, they are solely to be used during the testing of the production field sample of the HMA mix.

TABLE 401.02-4 - RANGE OF TOLERANCES HMA	
Passing No. 4 and larger sieves (percent)	± 7.0
Passing No. 8 to No. 100 sieves (inclusive) (percent)	± 4.0
Passing No. 200 sieve (percent)	± 3.0
Asphalt Content (percent)	± 0.4
Mixture Temperature (degrees F)	± 20

The tolerances shown are the allowable variance between the physical characteristics of laboratory job mix submitted mix design and the production or operational mix, i.e., field samples.

119
120 **401.03 Construction.**
121

122 **(A) Weather Limitations.** Placement of HMA shall not be allowed under
123 the following conditions:
124

125 **(1)** On wet surfaces, e.g., surface with ponding or running water,
126 surface that has aggregate or surface that appears beyond surface
127 saturated dry, as determined by the Engineer.
128

129 **(2)** When air temperature is below 50 degrees F and falling. **HMA**
130 may be applied when air temperature is above 40 degrees F and
131 rising. Air temperature will be measured in shade and away from
132 artificial heat.
133

134 **(3)** When weather conditions prevent proper method of
135 construction.
136

137 **(B) Equipment.**
138

139 **(1) Mixing Plant.** Use mixing plants that conform to AASHTO M
140 156, supplemented as follows:
141

142 **(a) All Plants.**
143

144 **1. Automated Controls.** Control proportioning,
145 mixing, and mix discharging automatically. When RAP
146 is incorporated into mixture, provide positive controls for
147 proportioning processed RAP.
148

149 **2. Dust Collector.** AASHTO M 156, Requirements
150 for All Plants, Emission Controls is amended as follows:
151

152 Equip plant with dust collector. Dispose of
153 collected material. In the case of baghouse dust
154 collectors, dispose of collected material or return
155 collected material uniformly.
156

157 **3. Modifications for Processing RAP.** When RAP
158 is incorporated into mixture, modify mixing plant in
159 accordance with plant manufacturer's recommendations
160 to process RAP.
161
162
163
164

165 (b) **Drum Dryer-Mixer Plants.**

166
167 1. **Bins.** Provide separate bin in cold aggregate
168 feeder for each individual aggregate stockpile in mix.
169 Use bins of sufficient size to keep plant in continuous
170 operation and of proper design to prevent overflow of
171 material from one bin to another.

172
173 2. **Stockpiling Procedures.** Separate aggregate
174 for Mix II, Mix III and Mix IV into at least three stockpiles
175 with different gradations as follows: coarse,
176 intermediate, and fine. Separate aggregates for Mix V
177 into at least two stockpiles. Stockpile RAP separately
178 from virgin aggregates.

179
180 3. **Checking Aggregate Stockpile.** Check
181 condition of the aggregate stockpile often enough to
182 ensure that the aggregate is in optimal condition.
183

184 (c) **Batch and Continuous Mix Plants.**

185
186 1. **Hot Aggregate Bin.** Provide bin with three or
187 more separate compartments for storage of screened
188 aggregate fractions to be combined for mix. Make
189 partitions between compartments tight and of sufficient
190 height to prevent spillage of aggregate from one
191 compartment into another.

192
193 2. **Load Cells.** Calibrated load cells may be used in
194 batch plants instead of scales.
195

196 (2) **Hauling Equipment.** Use trucks that have tight, clean, smooth
197 metal beds for hauling HMA.

198
199 Thinly coat truck beds with a minimum quantity of non-stripping
200 release agent to prevent mixture from adhering to beds. Diesel or
201 petroleum-based liquid release agents, except for paraffin oil, shall not
202 be used. Drain excess release agent from truck bed before loading
203 with HMA.

204
205 Provide a designated clean up area for the haul trucks.

206
207 Equip each truck with a tarpaulin conforming to the following:

208
209 (a) In good condition, without tears and holes.
210

(b) Large enough to be stretched tightly over truck bed, completely covering mix. The tarpaulin shall be secured in such a manner that it remains stretched tightly over truck bed and HMA mix until the bed is about to be raised up in preparation for discharge.

(3) Asphalt Pavers. Use asphalt pavers that are:

(a) Self-contained, power-propelled units.

(b) Equipped with activated screed or strike-off assembly, heated if necessary.

(c) Capable of spreading and finishing courses of HMA mixtures in lane widths applicable to typical section and thicknesses indicated in the contract documents.

(d) Equipped with receiving hopper having sufficient capacity for uniform spreading operation.

(e) Equipped with automatic feed controls to maintain uniform depth of material ahead of screed.

(f) Equipped with automatic screed controls with sensors capable of sensing grade from outside reference line, sensing transverse slope of screed, and providing automatic signals to control screed grade and transverse slope.

(g) Capable of operating at constant forward speeds consistent with satisfactory laying of mixture.

(h) Equipped with a means of preventing the segregation of the coarse aggregate particles from the remainder of the bituminous plant mix when that mix is carried from the paver hopper back to the paver augers. The means and methods used shall be approved by the paver manufacturer and may consist of chain curtains, deflector plates, or other such devices and any combination of these.

The following specific requirements shall apply to the identified bituminous pavers:

1. **Blaw-Knox Bituminous Pavers.** Blaw-Knox bituminous pavers shall be equipped with the Blaw-Knox Materials Management Kit (MMK).

257 **2. Cedarapids Bituminous Pavers.** Cedarapids
258 bituminous pavers shall be those that were
259 manufactured in 1989 or later.

260
261 **3. Barber-Green/Caterpillar Bituminous Pavers.**
262 Barber-Green/Caterpillar bituminous pavers
263 shall be equipped with deflector plates as
264 identified in the December 2000 Service
265 Magazine entitled "New Asphalt Deflector Kit
266 {6630, 6631, 6640}".
267

268 Bituminous pavers not listed above shall have similar
269 attachments or designs that shall make them equivalent to the
270 bituminous pavers listed above. The Engineer will solely
271 decide if it is equal to or better than the setups described for the
272 equipment listed above.
273

274 Submit for review and acceptance, prior to the start of
275 using the paver for the placing of plant mix, a full description in
276 writing of the means and methods that will be used to prevent
277 the bituminous paver from having both aggregate and
278 temperature segregation. Use of any paver that has not been
279 accepted is prohibited until acceptance of the paver is received
280 from the Engineer. Any pavement placed with an unaccepted
281 paver will be regarded as not compliant work and may not be
282 paid for and may require removal.
283

284 Supply a Certificate of Compliance that verifies that the
285 manufacturer's approved means and methods used to prevent
286 bituminous paver from having both aggregate and temperature
287 segregation have been implemented on all pavers used on the
288 project and are working in accordance with the manufacturer's
289 requirements and Contract Documents.
290

291 **(4) Rollers.** Rollers shall be self-propelled, steel-tired tandem,
292 pneumatic-tired, or vibratory-type rollers capable of reversing without
293 shoving or tearing the just placed HMA mixture. Provide sufficient
294 number, sequencing, type, and rollers of sufficient weight to compact
295 the mixture to required density while mixture is still in workable
296 condition unless otherwise indicated in the Contract Documents.
297 Equipment shall not excessively crush aggregate. Operate rollers in
298 accordance with manufacturer's recommendations and Contract
299 Documents. The use of intelligent compaction is encouraged and may
300 be required elsewhere in the Contract Documents.
301
302

303 (a) **Steel-Tired Tandem Rollers.** Steel-tired tandem rollers
304 used for initial breakdown or intermediate roller passes shall
305 have minimum gross weight of 12 tons and shall provide
306 minimum 250-pound weight per linear inch of width on drive
307 wheel.
308

309 Steel-tired tandem rollers used for finish roller passes
310 shall have minimum total gross weight of 3 tons.
311

312 Do not use roller with grooved or pitted rolling drum or
313 worn scrapers or wetting pads. Replace excessively worn
314 scrapers and wetting pads before use.
315

316 (b) **Pneumatic-Tired Rollers.** Pneumatic-tired rollers shall
317 be oscillating-type, equipped with smooth-tread pneumatic tires
318 of equal size and diameter. Maintain tire pressure within 5
319 pounds per square inch of designated operational pressure
320 when hot. Space tires so that gaps between adjacent tires are
321 covered by following set of tires.
322

323 Pneumatic-tired rollers used for breakdown or
324 intermediate roller passes shall have a ballast capable of
325 establishing an operating weight per tire of not less than 3,000
326 pounds. Equip rollers with tires having minimum 20-inch wheel
327 diameter with tires inflated to 70 to 75 pounds per square inch
328 pressure when cold and 90 pounds per square inch when hot.
329 Equip rollers with skirt-type devices to maintain temperature of
330 tires during rolling operations.
331

332 Pneumatic-tired rollers used for kneading finished
333 asphalt surfaces shall have a ballast capable of establishing an
334 operating weight per tire of not less than 1,500 pounds. Equip
335 rollers with tires having minimum 15-inch wheel diameter with
336 tires inflated to 50 to 60 pounds per square inch pressure. If
337 required, equip rollers with skirt-type devices to maintain
338 temperature of tires during rolling operations.
339

340 (c) **Vibratory Rollers.** Vibratory rollers shall be steel-tired
341 tandem rollers having minimum total weight of 3 tons. Equip
342 vibratory rollers with amplitude and frequency controls and
343 speedometer. Operate vibratory roller in accordance with
344 manufacturer's recommendations. For very thin lifts, 1 inch or
345 less in thickness, vibratory rollers shall not be used in the
346 vibratory mode. Instead, operate the unit in the static mode.
347
348

(5) Hand Tools. Keep hand tools used in production, hauling, and placement of HMA clean and free of contaminants. Diesel or mineral spirits or other cleaning material that is potentially deleterious to HMA may be used to clean hand tools providing:

- (a)** It does not contaminate HMA with cleaning material.
- (b)** Clean hand tools over catch pan with capacity to hold all the cleaning material.
- (c)** Remove all diesel or mineral spirits or other cleaning material that is potentially deleterious to HMA from hand tools before using with HMA.
- (a)** Hand tools used shall be in a condition such that it meets the requirements that it was manufactured for, e.g., a straightedge shall meet the straightness requirement of the manufacturer.

(6) Material Transfer Vehicle (MTV).

(a) Usage. MTV usage applies to surface courses of paving projects on all Islands except Lanai, unless otherwise indicated in the Contract Documents. When placing HMA surface course use MTV to independently deliver mixtures from hauling equipment to paving equipment. MTV usage will not be required for the following:

1. Projects with less than 1,000 tons of HMA.
2. Temporary pavements.
3. Bridge deck approaches.
4. Shoulders.
5. Tapers.
6. Turning lanes.
7. Driveways.
8. Areas with low overhead clearances.

395 (b) **Equipment.** When using MTV, install minimum 10-ton-
396 capacity hopper insert in conventional paver hopper. Provide
397 the following equipment:
398

- 399 1. High-capacity truck unloading system in MTV
400 capable of receiving HMA from hauling equipment.
- 401 2. MTV storage bin with minimum 15-ton capacity.
- 402 3. An auger mixing system in one of the following:
403 the MTV storage bin, or paver hopper insert, or paver
404 hopper to continuously mix HMA prior to discharging to
405 the paver's conveyor system.
406
407
408

409 Avoid stop-and-go operations by coordinating plant
410 production rate, number of haul units, and MTV and paver
411 speeds to provide a continuous, uniform, segregation-free
412 material flow and smooth HMA pavement. Maintain uniform
413 paver speed to produce smooth pavements.
414

415 (c) **Performance Evaluation.** Evaluate the performance
416 of MTV and mixing equipment by measuring mat temperature
417 profile immediately behind paver screed on first day of paving
418 and when it feels the need to do so due to perceived changes
419 in performance or as directed by the Engineer.
420

421 Use a hand-held temperature device that has been
422 calibrated within the past 12 months. It shall be an infrared
423 temperature gun is capable of measuring in one degree or finer
424 increments between the temperatures of 80 degrees to 400
425 degrees F with a laser to indicate where the temperature
426 reading is being taken. Six temperature profile measurements
427 shall be taken of mat surface using infrared temperature gun at
428 50-foot intervals behind paver. Each temperature profile shall
429 consist of three surface temperature measurements taken
430 transversely across the mat in approximately a straight line
431 from screed while paver is operating. For each profile,
432 temperatures shall be measured approximately 1 foot from
433 each edge and in middle of mat. The difference between
434 maximum and minimum temperature measurements for each
435 temperature profile shall not exceed 10 degrees F. If any two
436 or more temperature profiles exceeds the allowable 10-degree
437 F temperature differential, halt paving operation and adjust
438 MTV or mixing equipment to ensure that material placed by
439 paver meets specified temperature requirements.
440

441 Redo the measuring of mat temperature profile until adjustment
442 of the MTV or mixing equipment is adequate. Submit all
443 temperature profiles to the Engineer by next business day.
444 Information on the report shall show location and temperature
445 readings and time test was performed. Enough information
446 shall be given, so the Engineer will be able to easily locate the
447 test site of the individual measurement.
448

449 When requested temperature profile measurements
450 shall be done in the presence of the Engineer.
451

452 Once adjustments are made, repeat measurement
453 procedure for the next two placements to verify that material
454 placed by paver meets specified temperature requirements.
455 Terminate paving if temperature profile requirements are not
456 met during repeated measurement procedure. If equipment
457 fails to meet requirements after measurement procedure is
458 repeated once, replace equipment before conducting any
459 further temperature profile measurements
460

461 The Engineer may perform surface temperature profile
462 measurements at any time during project. The Engineer may
463 in lieu of a hand-held infrared temperature device use an
464 infrared camera or device that is capable of measuring
465 temperatures to locate cold spots. If such cold spots exist, the
466 Engineer may require adjustments to the MTV.
467

468 If bleeding or fat spots occur in the pavement adjust
469 means and methods to eliminate such pavement defects and
470 perform remedial repair to pavement acceptable to the
471 Engineer. Bleeding is defined as excess binder occurring on
472 the surface of the pavement. It may create a shiny, glass-like,
473 reflective appearance and may be tacky to the touch. Fat spots
474 are localized bleeding.
475

476 **(d) Transport.**
477

- 478 **1. Trailered MTV.** Transport MTV by means of
479 truck-tractor/trailer combination in accordance with
480 Chapter 104 of Title 19, Department of Transportation,
481 entitled "The Movement by Permit of Oversize and
482 Overweight Vehicles on State Highways".
483
484
485
486

487 **2. Crossing Bridges for Self-Powered MTV.**

488 When self-powered MTV exceeds legal axle or total
489 weight limits for vehicles under the HRS, Chapter 291,
490 conform to the following when crossing bridges within
491 project limits unless otherwise indicated in the Contract
492 Documents:
493

- 494 a. Completely remove mix from MTV.
- 495
- 496 b. Move MTV at relatively constant speed not
497 exceeding 5 miles per hour. MTV will not be
498 allowed to stop on bridge.
499
- 500 c. No other vehicle or equipment will be
501 allowed on bridge.
502
- 503 d. The MTV shall not attempt to cross a
504 bridge where the posted load limit is less than or
505 equal to the weight of the MTV empty.
506 Permission to cross the bridge shall be obtained
507 from the Engineer and HWY-DB in writing.
508

509 **(C) Preparation of Surface.** Clean existing pavement in accordance with
510 Section 310 - Brooming Off. Apply tack coat in accordance with Section 407
511 - Tack Coat. Tack coat shall not be applied to surfaces to receive an
512 application of joint adhesive.
513

514 Where indicated in the Contract Documents, bring irregular surfaces
515 to uniform grade and cross section by furnishing and placing one or more
516 leveling courses of HMA Mix V. Spread leveling course in variable
517 thicknesses to eliminate irregularities in existing surface. Place leveling
518 course such that maximum depth of each course, when thoroughly
519 compacted to the Contract Documents' requirements, does not exceed 3
520 inches.
521

522 In multiple-lift leveling course construction, spread subsequent lifts
523 beyond edges of previously spread lifts in accordance with procedures
524 contained in current edition of the Asphalt Institute's *Construction of Hot Mix*
525 *Asphalt Pavements*, Manual Series No. 22 (MS-22) for leveling wedges.
526

527 Notify the Engineer of existing surfaces that may not be in a condition
528 that will have enough strength to be a good bonding surface or foundation
529 and should be removed or have remedial repairs done before new pavement
530 placement.
531
532

533 (D) **Plant Operation.**

534
535 (1) **Preparation of Asphalt Binder.** Uniformly heat asphalt binder
536 and provide continuous supply of heated asphalt cement from storage
537 to mixer. Do not heat asphalt binder above the recommendation of
538 the supplier for modified binders or above 350 degrees F for neat
539 binders.

540
541 (2) **Preparation of Aggregate.** Dry and heat aggregate material
542 at temperature sufficient to produce design temperature of job-mix
543 formula. Do not exceed 350 degrees F. Adjust heat source used for
544 drying and heating to avoid damage to and contamination of
545 aggregate. When dry, aggregate shall not contain more than 1
546 percent moisture by weight.

547
548 For batch plants, screen aggregates immediately after heating
549 and drying into three or more fractions. Convey aggregates into
550 separate compartments ready for batching and mixing with asphalt
551 binder.

552
553 (3) **Mixing.** Measure aggregate and asphalt; or aggregate, RAP,
554 and asphalt into mixer in accordance with an accepted job-mix
555 formula. Mix until components are completely mixed and adequately
556 coated with asphalt binder in accordance with AASHTO M 156.
557 Percent of coated particles shall be 95 percent when tested in
558 accordance with AASHTO T 195.

559
560 (4) **Plant Inspection.** For control and acceptance testing during
561 periods of production, provide a testing laboratory that meets the
562 requirements of AASHTO M 156. Provide space, utilities, and
563 equipment required for performing specified tests.

564
565 (E) **Spreading and Finishing.** Prior to each day's paving operation,
566 check screed or strike-off assembly surface with straight edge to ensure
567 straight alignment and there is no damage or wear to the machine that will
568 affect performance. Provide screed or strike-off assembly that produces
569 finished surface without tearing, shoving, and gouging HMA. Discontinue
570 using spreading equipment that leaves ridges, indentations, or other marks,
571 or combination thereof in surface that cannot be eliminated by rolling or
572 affects the final smoothness of the pavement or be prevented by adjustment
573 in operation.

574
575 Maintain HMA at minimum 250 degrees F temperature at discharge to
576 paver. The Engineer shall observe the contractor measuring the temperature
577 of mix in hauling vehicle just before depositing into spreader or paver or MTV.
578

579 Deposit HMA in a manner that minimizes segregation. Raise truck
580 beds with tailgates closed before discharging HMA.

581
582 Lay, spread, and strike off HMA upon prepared surface. Where
583 practical, use asphalt pavers to distribute mixture.

584
585 Where practical, control horizontal alignment using automatic grade
586 and slope controls from reference line, slope control device. Existing
587 pavements or features shall not be used for grade control alone.

588
589 Obtain sensor grade reference, horizontal alignment by using
590 established grade and slope controls. For subsequent passes, substitution
591 of one ski with joint-matching shoe riding on finished adjacent pavement is
592 acceptable. Use of a comparable non-contact mobile reference system and
593 joint matching shoe is acceptable.

594
595 Avoid stop-and-go operation. Maintain a constant forward speed of
596 paver during paving operation and minimize other methods that impact
597 smoothness.

598
599 Offset longitudinal joint in successive lifts by approximately 6 inches.
600 Incorporate into paving method an overlap of material of 1-inch +/- 0.5 inches
601 at the longitudinal joint. The HMA overlap material shall be left alone when
602 initially placed and shall not be bumped back or pushed back with a lute or
603 any other hand-held device. If the overlap exceeds the maximum amount,
604 remove the excess with a flat shovel, allowing recommended amount of
605 overlap HMA material to remain in place to be compacted. Do not throw the
606 removed excess HMA material on to the paving mat. The longitudinal joint
607 in a surface course when total roadway width is comprised of two lanes shall
608 be near the centerline of pavement or near lane lines when roadway is more
609 than two lanes in width. The longitudinal joint shall not be constructed in the
610 wheel path. Every effort should be made to not locate the longitudinal joint
611 under the longitudinal lane lines. Make a paving plan drawing showing how
612 the longitudinal joint will not be located in these areas.

613
614 Control the horizontal alignment of the longitudinal edge of the HMA
615 mat being installed so that the edge is parallel to the centerline or has a
616 uniform alignment, e.g., the edge of the mat is straight line or uniform curve,
617 no wavy edge, etc. to have a consistent amount of HMA material at the joint.

618
619 Check the compaction of the longitudinal joint during paving often
620 enough to ensure that it will meet the compaction requirements.

624 If nuclear gauges and ground penetrating radar are used as the
625 contractor's quality control method, they shall be properly calibrated and
626 periodically checked by comparison to cores taken from the pavement. The
627 use of sand as an aid in properly seating the gauge may also be considered
628 for improving the accuracy of the gauge.
629

630 In areas where irregularities or unavoidable obstacles make use of
631 mechanical spreading and finishing equipment impracticable, spread, rake,
632 and lute mixture by hand tools. For such areas, deposit, spread evenly, and
633 screed mixture to required compacted thickness.
634

635 Demonstrate competence of personnel operating grade and crown
636 control device before placing surface courses. If automatic control system
637 becomes inoperative during the day's work, the Engineer will permit the
638 Contractor to finish day's work using manual controls. The Engineer may
639 also allow additional HMA to be ordered and placed using manual controls if
640 it will provide a safer work site for the public to travel through. Do not resume
641 work until automatic control system is made operative. The Engineer may
642 waive requirement for electronic screed control device when paving gores,
643 shoulders, transitions, and miscellaneous reconstruction areas where the
644 use of the devices is not practical.
645

646 When production of HMA can be maintained and when practicable,
647 use pavers in echelon shall be used to place surface course in adjacent
648 lanes.
649

650 At the end of each workday, HMA pavement that is open to traffic shall
651 not extend beyond the panel of the adjacent new lane pavement by more
652 than the distance normally placed in one workday. At end of each day's
653 production, construct tapered transitions along all longitudinal and transverse
654 pavement drop-offs; this shall apply to areas where existing pavement is to
655 meet newly placed pavement. Use slopes of 6:1 for longitudinal taper
656 transitions and 48:1 for transverse tapered transitions. Maximum drop-off
657 height along the joints shall be 3 inches. Also, using a 48:1 slope provides a
658 taper around any protruding object, e.g., manholes, drain boxes, survey
659 monuments, inlets, etc., that may be above pavement surface when opened
660 to the public. If the object is below the surface of the pavement then fill the
661 depression until it is level with the surrounding pavement or raise depressed
662 objects to the finish grade of the placed pavement. Remove and dispose of
663 all transition tapers before placing adjoining panel or next layer of HMA.
664 Notify traveling public of pavement drop-offs or raised objects with signs
665 placed in every direction of traffic that may use and encounter pavement
666 drop-offs or protruding objects or holes.
667

668 Use the same taper rates for areas where there is a difference in
669 elevation due to construction work.

At end of each workweek, complete full width of the roadway's pavement, including shoulders, to same elevation with no drop-offs.

(F) Compaction. Immediately after spreading and striking off HMA and adjusting surface irregularities, uniformly compact mixture by rolling.

Initiate compaction at highest mix temperature allowing compaction without excessive horizontal movement. Temperature shall not be less than 220 degrees F.

Finish rolling using tandem roller while HMA temperature is at or above 175 degrees F.

On superelevated curves, begin rolling at lower edge and progress to higher edge by overlapping of longitudinal trips parallel to centerline.

If necessary, repair damage immediately using rakes and fresh mix. Do not displace line and grade of HMA edges during rolling.

Keep roller wheels properly moistened with water or water mixed with small quantities of detergent. Use of excess liquid, diesel, and petroleum-based liquids will not be allowed on rollers.

Along forms, curbs, headers, walls and other places not accessible to rollers, compact mixture with hot hand tampers, smoothing irons, or mechanical tampers. On depressed areas, trench roller or cleated compression strips under roller may be used to transmit compression.

Before the start of compaction or during compaction or both remove pavement that is loose, broken, or contaminated, or combination thereof; pavement that shows an excess or deficiency in asphalt binder content; and pavement that is defective in any way. Replace with fresh HMA pavement of same type, and compact. Remove and replace defective pavement and compact at no increase in contract price or contract time.

Operate rollers at slow and uniform speed with no sudden stops. The drive wheels shall be nearest to the paver. Continue rolling to attain specified density and until roller marks are eliminated.

Rollers shall not be parked on the pavement placed that day or shift.

716 **(1) HMA Pavement Courses One and a Half Inches Thick or**
717 **Greater.** Where HMA pavement compacted thickness indicated in the
718 Contract Documents is 1-1/2 inches or greater, compact to not less
719 than 93.0 percent nor greater than 97.0 percent of the maximum
720 specific gravity determined in accordance with AASHTO T 209,
721 modified by deletion of Supplemental Procedure for Mixtures
722 Containing Porous Aggregate.
723

724 Place HMA pavement in individual lifts that are within minimum
725 and maximum allowable compacted thickness for various types of
726 mixture as specified in Table 401.02-1 - Limits of Compacted Lift
727 Thickness and Asphalt Content.
728

729 **(2) HMA Pavement Courses Less Than One and a Half Inches**
730 **Thick.** Where HMA pavement compacted thickness indicated in the
731 contract documents is less than 1-1/2 inches, compaction to a
732 specified density will not be required.
733

734 Use only non-vibratory, steel-tired, tandem roller. Roll entire
735 surface with minimum of two roller passes. A roller pass is defined as
736 one trip of the roller in one direction over any one spot.
737

738 For intermediate rolling, roll entire surface with minimum of four
739 passes of roller.
740

741 Finish rolling using steel-tired, tandem roller. Continue rolling
742 until entire surface has been compacted with minimum of three passes
743 of roller, and roller marks have been eliminated.
744

745 Do not use rollers that will excessively crush aggregate.
746

747 **(3) HMA Pavement Courses One and a Half Inches Thick or**
748 **Greater In Special Areas Not Designated For Vehicular Traffic.**
749 For areas such as bikeways that are not part of roadway and other
750 areas not subjected to vehicular traffic, compact to not less than 90.0
751 percent of maximum specific gravity determined in accordance with
752 AASHTO T 209, modified by deletion of Supplemental Procedure for
753 Mixtures Containing Porous Aggregate. Increase asphalt content by
754 at least 0.5 percent above that used for HMA pavements designed for
755 vehicular traffic. Paved shoulders shall be compacted in the same
756 manner as pavements designed for vehicular traffic.
757

(G) Joints, Trimming Edges and Utility Marking. At HMA pavement connections to existing pavements, make joints vertical to depth of new pavement. Saw cut existing pavement and cold plane in accordance with Section 415 - Cold Planing of Existing Pavement to depth equal to thickness of surface course or as indicated in the Contract Documents.

At HMA connections to previously placed lifts, form joints by cutting back on previous run to expose full depth of course. Dispose of material trimmed from edges. Protect end of freshly laid mixture from rollers.

Before and after paving, identify and mark location of existing utility manholes, valves, and handholes on finished surface. Adjust existing frames and covers and valve boxes to final pavement finish grade in accordance with Section 604 - Manholes, Inlets and Catch Basins and Section 626 - Manholes and Valve Boxes for Water and Sewer Systems.

(1) Longitudinal joints. Submit for review the means and methods that will be used to install longitudinal joints at the required compaction and density. The Engineer may allow a waiver to the Contract Documents by allowing the compaction of the HMA at the longitudinal joints to be no lower than 90.0 percent of the maximum specific gravity determined in accordance with AASHTO T 209, modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate. The air voids at the longitudinal joints shall not exceed 10 percent. Verify the compaction of the longitudinal joints meets the Contract Documents' requirements by using non-destructive testing methods during paving and submit the results on the daily quality control test reports.

Overband all longitudinal joints within the entire lot represented by the non-compliant core, PG binder seal coat, or other type of joint enrichment accepted by the Engineer when the longitudinal joints are found to have less than 93.0 percent but is no less than 90 percent of the maximum specific gravity or has an air void that exceeds 10 percent. The overband shall not decrease the skid resistance of the pavement under any ambient weather condition. Submit overband material's catalog cuts, test results and application procedure for review and acceptance by the Engineer before use. Center the overband over the longitudinal joint. The overband shall be placed in a uniform width and horizontal alignment. The overband shall have no holidays or streaking in its placement. The width of the overband shall be based on how the longitudinal joint was constructed or as directed by the Engineer. If a butt joint is used, the overband width shall be a minimum of 12-inches. For butt wedge or wedge joints the overband width shall be the width of the wedge plus an additional six-inches minimum. Replace any pavement markings damaged or soiled by the overband remedial repair process.

For longitudinal joints that have a compaction of less than 90 percent of the maximum specific gravity; removal may be required by the Engineer instead of overbanding the non-compliant joint. The Engineer will solely decide if removal or overbanding is required. If removal is required, it shall be the material on one side of the longitudinal joint for the full width of the mat for the paving day. The Engineer will solely decide which material shall be used.

Persistent low compaction results may be cause to suspend work and remove non-conforming work. During the suspension of paving, revise means and methods used in constructing longitudinal joints and submit to the Engineer for review and acceptance. Suspension may occur when:

- (1) Two or more longitudinal joints tests fail to meet the minimum compaction
- (2) One sample reveals that the joint compaction is 90 percent or less.
- (3) The maximum air void requirement exceeds 10 percent.

Test for compaction and density regardless of layer thickness. Compaction and density shall be determined by using six-inch diameter or larger cores instead of four-inch diameter cores. For longitudinal joints made using butt joints cores shall be taken over the joint with half of the core being on each side of the joint. For longitudinal joints using butt wedge joints, center core over the center of the wedge so that 50 percent of the material is from the most recently paved material and the remaining 50 percent of the core is from the material used to pave the previous layer. One core shall be taken at a maximum of every 250 tons of longitudinal joint and any fraction of that length for each day of paving with a minimum of one core taken for each longitudinal joint per day. Cores taken for the testing of the longitudinal joint may be used to determine pavement thickness.

Compaction results for longitudinal joints until January 1, 2023 will not be included in any Sliding Scale Pay Factor for Compaction payment calculation. After, January 1, 2023 it will be included.

(H) HMA Pavement Samples. Obtain test samples from compacted HMA pavement within 72 hours of lay down. Provide minimum 4-inch diameter cores consisting of undisturbed, full-depth portion of compacted mixture taken at locations designated by the Engineer in accordance with the "Sampling and Testing Guide for Acceptance and Verification" in Hawaii DOT Highways Division, *Quality Assurance Manual for Materials*, Appendix 3.

Cores shall be taken in the presence of the Engineer. Turn cores over to Engineer immediately after cores have been taken.

For pavement samples for longitudinal joints provide 6-inch diameter cores minimum. For pavement samples for other than longitudinal joints 4-inch diameter cores minimum shall be taken. All cores shall consist of undisturbed, full-depth of the lift of the compacted mixture taken at locations designated by the Engineer in accordance with the "Sampling and Testing Guide for Acceptance and Verification" in Hawaii DOT Highways Division, *Quality Assurance Manual for Materials*, appendix 3. Coring of longitudinal joints shall use a modified HDOT Sampling and Testing Guide as required by the Contract Documents.

Cores that separate shall indicate to the Engineer that there is insufficient bonding of layers. Modify the previously used paving means and methods to prevent future debonding of layers. Debonding of a core sample after adjustment of the Contractor's methods will be an indication of continued non-conforming work and the Engineer may direct removal of the layer at no additional cost or contract time.

Restore HMA pavement immediately after obtaining samples. Clean core hole and walls of all deleterious material that will prevent the complete filling of the core hole and the bonding of the new HMA to the existing. Apply tack coat to vertical faces of sample holes. Fill sampled area with new HMA pavement of same type as that removed. If hand compaction is used; fill in layers not exceeding the minimum thickness stated in Table 401.02-1 - Limits of Compacted Lift Thickness And Asphalt Content. Compact each layer to compaction requirements. If Mechanical Compaction methods are used, then layers may be the maximum layer thickness stated in Table 401.02-1 - Limits of Compacted Lift Thickness And Asphalt Content. Using tires or hand tamping to compact the HMA material to restore the pavement shall not be considered as mechanical compaction.

Only sample and test leveling course if 1-1/2 inches or greater. No compaction requirements for less than 1-1/2 inches.

(I) HMA Pavement Thickness Tolerances.

The Engineer will measure thickness of pavement by cores obtained by the Contractor in accordance with HDOT TM 09-19 Field Sampling Bituminous Material after Compaction (Obtaining Cores). The Engineer will measure cores in accordance with HDOT TM 09-19, except that measurement will be taken to nearest one thousandth of an inch; and average of such measurements will be taken to nearest one hundredth of an inch.

Thickness of finished HMA pavement shall be within 0.25 inch of thickness indicated in the Contract Documents. Pavement not meeting the thickness requirements of the Contract Documents may be required by the Engineer to be removed and replaced.

Corrective methods taken on pavement exceeding specified tolerances, e.g., insufficient thickness by methods accepted by the Engineer, including removal and replacement, shall be at no increase in contract price or contract time.

The checking of pavement thickness shall be done after all remedial repairs, e.g., smoothness compliance repairs, compaction, have been completed, reviewed, and accepted by the Engineer.

(J) Quality Control Using New Technology. The Engineer and MTRB reserves the right to utilize new technology and methods to improve the detection of noncompliant work on the project. The technology or method may be used to locate defects in the work, e.g., ground penetrating radar to locate delaminations, moisture damage, thin sections, voids, non-compliant compaction, other non-destructive testing to locate flaws. The defect will be verified by the methods stated in the Contract Documents or by other established conventional means. If the technology or method has already been accepted elsewhere or has standardized testing procedures the results may be judged acceptable by the Engineer and no further testing will be required. These new technologies and methods may be used for the selection of sampling locations.

(K) Protection of HMA Pavement. Except for construction equipment directly connected with paving operations, keep traffic off HMA pavement.

Protect HMA pavement from damage until it has cooled and set.

Do not refuel equipment or clean equipment or hand tools over paved surfaces unless catch pan or device that will contain spilled fuel and other products is provided. After completion of refueling or cleaning, remove catch pan or device without spilling any of the collected content.

Do not park roller or other paving equipment on HMA pavement paved within 24 hours of laydown.

(L) Pavement Joint Adhesive

(1) Pavement Joint Adhesive on Joints. Use on all asphalt pavement construction where joints are formed at such locations but not limited to the following:

946
947 (a) Adjacent asphalt pavements, e.g., trafficked lanes,
948 shoulders, etc.

949
950 (b) Asphalt pavement and adjacent concrete pavement or
951 curb and gutter or any other surface where the bonding of the
952 asphalt pavement and concrete surface is desired,

953
954 (c) Transverse joints between asphalt pavements not
955 placed at the same time or if the pavement's temperature on
956 one side of the joint is below the minimum temperature the mix
957 can be at, during asphalt pavement compaction or installation.

958
959 (d) Cut face of an existing pavement where it will have new
960 HMA pavement placed against it, e.g., utility trenches, partial or
961 full depth repairs, etc.

962
963 Pavement joint adhesive is not required on a longitudinal
964 construction joint between adjacent hot mix asphalt pavements
965 formed by echelon paving. Echelon paving is defined as paving
966 multiple lanes side-by-side with adjacent pavers slightly offset at the
967 same time.

968
969 A longitudinal construction joint between one shift's work and
970 another shall have pavement joint adhesive applied at the joint. Any
971 longitudinal construction joint formed, with the temperature on one
972 side of the joint that is below the minimum temperature the mix can be
973 when compacted to contract requirements during asphalt pavement
974 installation, shall have pavement joint adhesive applied at the joint.

975
976
977 (2) **Material requirements.** Asphalt joint adhesive shall meet
978 requirements as specified in Table 401.03-1 - Asphalt Joint Adhesive
979 Specifications.

980
981

TABLE 401.03-1 – ASPHALT JOINT ADHESIVE SPECIFICATIONS		
TEST		SPECIFICATION
Brookfield Viscosity, 204 °C [400 °F]	ASTM D 3236	4,000-10,000 cp
Cone Penetration, 25 °C [77 °F]	ASTM D 5329	60-100 dmm
Resilience, 25 °C [77 °F]	ASTM D 5329	30% minimum

Ductility, 25 °C [77 °F]	ASTM D 113	30 cm minimum
Ductility, 4 °C [39.2 °F]	ASTM D 113	30 cm minimum
Tensile Adhesion, 25 °C [77 °F]	ASTM D 5329	500% minimum
Softening Point	ASTM D 36	77 °C [170 °F] min.
Asphalt Compatibility	ASTM D 5329	Pass

(3) Construction Requirements for Asphalt Joint Adhesive

(a) **Equipment Requirements.** Use a jacketed double boiler type melting unit, with both agitation and recirculation systems. Provide a pressure feed wand application system.

(b) **Material Handling.** Submit a copy of the manufacturer's recommendations for heating, re-heating, and applying the joint adhesive material. Follow manufacturer's recommendations. Do not remove the joint adhesive from the package until immediately before it is placed in the melter. Joint adhesive boxes must be clearly marked with the name of the manufacturer, the trade name of the adhesive, the manufacturer's batch and lot number, the application/pour temperature, and the safe heating temperature. Feed additional material into the melter at a rate equal to the rate of material used.

Verify the pouring temperature of the joint adhesive at least once per hour at the point of discharge. Stop production if the adhesive falls below the recommended application/pour temperature. When the temperature of the adhesive exceeds the maximum safe heating temperature, stop production, empty the melter, and dispose of that adhesive in an environmentally safe method. No payment will be made for this material or its disposal.

Do not blend or mix different manufacturer's brands or different types of adhesives.

(c) **Joint Adhesive Application:** The face of the joint that the new asphalt pavement will bind to shall be clean and dry before the joint adhesive is applied. Apply the pavement joint adhesive material to the entire face of the surface where HMA pavement shall be installed. The thickness of the asphalt adhesive application shall be approximately 1/8 inch.

1019 Use an application shoe attached to the end of application
1020 wand. Do not overlap the joint by greater than 1/2-inch at the
1021 top of the joint or two-inches at the bottom of the joint. Apply
1022 the joint adhesive immediately in front of the paving operation.
1023 If the adhesive is tracked by construction vehicles, repair the
1024 damaged area, and restrict traffic from driving on the adhesive.
1025

1026 **(d) Field Sampling.** Take a sample during each shift from
1027 the application wand during the first 20 minutes of placing
1028 sealant from each melter on the Project in the presence of the
1029 Engineer.
1030

1031 Each sample shall consist of two aluminum or steel sample
1032 containers with the capacity to hold five pounds of sealant
1033 each. The two sampling containers shall be labeled with
1034 Contractor's name; project name and number; date and time
1035 sample taken; location of where material was used at, e.g., from
1036 where to where it was used at in stations; manufacturer and lot
1037 number of the sealant. Each container shall be numbered one
1038 of two, or two of two. Turn over samples to Engineer without
1039 Engineer losing sight of the sample. The Engineer reserves the
1040 right to conduct supplementary sampling and testing of the
1041 sealant material.
1042

1043 1. Document the locations where the material came
1044 from, each lot number of sealant that is placed and
1045 submit the document to the Engineer within 2 working
1046 days of placement.
1047

1048 2. If a field sample fails to meet any or all of the
1049 requirements in Table 401.03-1 - Asphalt Joint Adhesive
1050 Specifications; the work completed using the material
1051 from the lot that the field sample represents, shall be
1052 subject to a five percent reduction in the contract price
1053 of the lift of the HMA pavement it was used on; for
1054 example, if two lanes are paved and the longitudinal joint
1055 between the two lanes uses material not meeting the
1056 contract requirements both of the lanes' asphalt
1057 pavement used for both lanes will be subject to a price
1058 reduction. If the joint was between an existing pavement
1059 and a new the price reduction will be based on the new
1060 pavement.
1061

1062 3. Overband with PG binder seal coat or other type
1063 of joint enrichment material over the entire length of the
1064 joint where the use of non-compliant material occurred.

1065
1066 4. Width of the overband shall follow the criteria
1067 used for low density longitudinal joints. In areas where
1068 the joint was formed with a curb or gutter use a joint
1069 sealer acceptable to the Engineer.
1070

1071 **(M) Pavement Smoothness Rideability Test.** Perform surface profile
1072 tests frequently to ensure that the means and methods being used produces
1073 pavement that is compliant with the Contract Document's surface profile
1074 smoothness requirement. Test the pavement surface for smoothness with
1075 High-Speed Inertial Profiler to determine the International Roughness Index
1076 (IRI) of the pavement. For the locations determined by the Engineer, a
1077 10-foot straightedge shall be used to measure smoothness.
1078

1079 All smoothness testing must be performed with the presence of the
1080 Engineer. The High-Speed Inertial Profiler operator shall be a certified
1081 operator by MTRB or the manufacturer.
1082

1083 The High-Speed Inertial Profiler operator's certification shall be no
1084 older than five years old at the date of the Notice to Proceed and at the day
1085 of the pavement profile measurement.
1086

1087 All submittals shall be sent directly to MTRB.

1088 The finished pavement shall comply to all the following requirements:
1089

1090 **(a) Smoothness Test using 10-Foot Straightedge (Manual or**
1091 **rolling)** The 10-foot straightedge is used to identify the locations that
1092 vary more than 3/16 inch from the lower edge when the 10-foot
1093 straightedge is laid on finished pavement on the direction parallel with
1094 the centerline or perpendicular to centerline. Remove the high points
1095 that cause the surface to exceed that 3/16 inch tolerance by grinding.
1096

1097 The Contractor shall use a 10-foot straightedge for the following
1098 locations:
1099

- 1100 1. Construction joints where a day's paving ended and
1101 another day's began.
1102
- 1103 2. Longitudinal profiling parallel to centerline, when within
1104 15 feet of a bridge approach or existing pavement which is
1105 being joined.
1106
- 1107 3. Transverse profiling of cross slopes, approaches, and as
1108 otherwise directed with respect to the requirements below:
1109

a) Lay the straightedge in a direction perpendicular to the centerline.

4. When pavement abuts bridge approaches or pavement not under this Contract, ensure that the longitudinal slope deviations of the finished pavement comply with Contract Document's requirements.

5. Short pavement sections up to 250 feet long, including both mainline and non-mainline sections on tangent sections and on horizontal curves with a centerline radius of curve less than 1,000 feet.

6. Within a superelevation transition on horizontal curves having centerline curve radius less than 1,000 feet, e.g., curves, turn lanes, ramps, tapers, and other non-mainline pavements.

7. Within 15 feet of transverse joint that separates pavement from existing pavement not constructed under the contract, or from bridge deck or approach slab for longitudinal profiling.

8. At areas of improvement where width is less than 12 feet

9. As otherwise directed by the Engineer.

a) The Engineer may confine the checking of through traffic lanes with the straightedge to joints and obvious irregularities or choose to use it at locations not specifically stated in this Section.

(b) High-Speed Inertial Profiler

There shall be a minimum 3 profile runs per lane, for each wheel path (left and right) which is approximately three feet from edge lane line. The segment length shall be 0.1 mi. The final segments in a lane that are less than 0.1 mi shall be evaluated as an independent segment and pay adjustments will be prorated for length. The profiles shall be taken in the direction of traffic only.

The latest version of FHWA ProVal software shall be used to conduct profile analysis to determine IRI and areas of localized roughness. The IRI values shall be reported in units of in/mi. For localized roughness, apply 250-mm filter on ProVal on Smoothness.

Additional runs may be required by the Engineer if the data indicate a lack of repeatability of results. A 92% agreement is required for repeatability and IRI values shall have at minimum a 95% confidence level.

(N) Required Pavement Smoothness

The IRI for the left and right wheel paths in an individual lane will be computed and then averaged to determine the Mean Roughness Index (MRI) values. The MRI will be used to determine acceptance and pay adjustment. Each lane shall be tested and evaluated separately.

There are three (3) categories of acceptable MRI values:

Category	Description	MRI
Type A	Three or more HMA Lifts	Shall not exceed 60 in/mi
Type B	Two HMA Lifts	Shall not exceed 70 in/mi
Type C	One HMA Lift	Shall not exceed 75 in/mi

For the location where a 10-foot manual straightedge is required, the surface shall not vary more than 3/16 inch from the lower edge of a straightedge.

For any pavement segments not able to meet the above requirements and not waived by the Engineer, remedial repair acceptable to the Engineer or removal of pavement shall be performed. No reduction of contract price for these areas will be an acceptable remedy.

No pre-final inspection, final inspection, and substantial completion granted will be made until the pavement meets smoothness requirement and other Contract Document requirements and all required profile reports are submitted to the Engineer and MTRB and are accepted.

(O) Request for Acceptance Profile Testing by the Department.

The Contractor shall submit a written request to the Engineer to perform an acceptance profile test.

The request shall be made at least 30 days before desired testing date and shall include an approximate acceptance profile testing date, a plan view drawing of the area to be tested with the limits of the test area highlighted. The Contractor's profile test results of the area to be tested shall be submitted to the Engineer at least 15 days before the scheduled profile testing date.

No acceptance testing will be made without the submittal of the Contractor pavement profile test results and required drawing. Failure to submit the pavement profile results and required drawing by the stated deadline or by an Engineer accepted deadline date will be considered a cancellation of the acceptance test and the Contractor shall request another profile test date. The Contractor shall reimburse HDOT for any incurred cost related to any Contractor-caused cancellation or a deduction to the monthly payment will be made.

(P) Department Requirements for Acceptance Profile Testing. When a request for testing is made, the requested area to be tested shall be 100% of the total area indicated to be paved in the Contract Documents unless the requirement is waived by the Engineer and MTRB.

Department acceptance surface tests will not be performed earlier than 14 days after HMA placement.

Clean debris and clear obstructions from area to be tested, as well as a minimum of 100 feet before and beyond the area to be tested before testing starts for use as staging areas. Provide traffic control for all profile testing.

The Engineer or MTRB or both may cancel the profile testing if the test area is not sufficiently clean, traffic control is unsatisfactory, or the area is not a safe work environment or test area does not meet Contract Document requirements. This canceled profile test will count as one profile test.

(Q) Cost of Acceptance Profile Testing by The Department. The Engineer, MTRB, or State's Third-Party Consultant will perform one initial profile test, at no cost to the Contractor for each area to be tested.

The Department's High-Speed Inertial Profiler pavement profile will be used to determine if the pavement's profile, i.e., smoothness is acceptable.

If the profile of the pavement does not meet the requirements of the Contract Documents, the Contractor shall perform remedial work, i.e. corrective work then retest the area to ensure that the area has the required MRI, i.e., smoothness, before requesting another profile test by the Engineer.

(1) Additional testing. Additional testing, by the Department beyond the initial test will be performed at cost to the Contractor as follows:

(a) \$2,500 per test will be required when Department personnel or State's Third-Party Consultant is used.

(R) Remedial Work for Pavements.

(1) The Contractor shall notify the Engineer at least 24 hours prior to commencement of the corrective work. The Contractor shall not commence corrective work until the methods and procedure have been approved in writing by the Engineer.

(2) All smoothness corrective work for areas of localized roughness shall be for the entire lane width. Pavement cross slope shall be maintained through corrective areas.

(3) The remedial repair areas shall be neat, rectangular areas having a uniform surface appearance.

(4) If grinding is used on HMA pavement, the surface shall have nearly invisible grinding marks to passing motorist. Coat surface with a coating acceptable to the Engineer or MTRB to restore original impermeability level.

(5) Other methods may include milling and overlaying HMA pavement. The length, depth of the milling and the replacement material will be solely decided by the Engineer.

(6) The finished repaired pavement surface shall leave no ridges or valleys or fins of pavement other than those allowed below.

(7) Remedial repairs shall not leave any drainage structures' inlets higher than the surrounding pavement or alter the Contract Document's drainage pattern.

(7) For items in the pavement other than drainage structures, e.g., manhole frame and covers, survey monuments, expansion joints etc., the finish pavement, ground or not, shall not be more than 1/4 inch in elevation difference. Submit to the Engineer remedial repair method to correct these conditions for acceptance.

(8) Do not grind pavement to smooth or polished finish, i.e., do not decrease the friction coefficient of the pavement.

(9) When the Engineer determines that the ground pavement surface is smooth or has a polished finish, i.e., has the appearance to the Engineer that the roadway surface's coefficient of friction has decreased, submit remedial repair method to correct the condition.

1290 (11) Pick up immediately grinding operation residue by using a
1291 vacuum attached to grinding machine or other method acceptable to
1292 the Engineer.

1293
1294 (a) Any remaining residue shall be picked up before the end
1295 of shift or before the area is open to traffic, whichever is earlier.

1296
1297 (b) Prevent residue from flowing across pavement or from
1298 being left on pavement surface or both.

1299
1300 (c) Residue shall not be allowed to enter the drainage
1301 system.

1302
1303 (d) The residue shall not be allowed to dry or remain on the
1304 pavement.

1305
1306 (e) Dispose of all material that is the result of the remedial
1307 repair operation, e.g., HMA residue, wastewater, and dust at a
1308 legal facility.

1309
1310 (12) Use of bush hammers and other impact devices shall not be
1311 used for pavement surface remediation.

1312
1313
1314 (13) Complete corrective work before determining pavement
1315 thickness for HMA pavements in accordance with Subsection
1316 401.03(I) – HMA Pavement Thickness Tolerances.

1317
1318 (14) All HMA wearing surface areas that have been ground shall
1319 receive a coating, e.g., a coating material that will restore any lost
1320 impermeability of the HMA due to the grinding of the surface. The
1321 coating used shall not be picked up or tracked by passing vehicles or
1322 be degraded after a short period of time has passed, i.e., it shall have
1323 a service life equal to or greater than the HMA pavement. The coating
1324 shall not decrease the pavement's friction value. The coating's limits
1325 shall be the full width of the lane regardless how small. If the remedial
1326 repair area extends into the next lane, then the repair area will be full
1327 lane width also. Extend the length of coating areas in order for the
1328 coating area to look like the rest of the road and does not have patches
1329 on it, i.e., make the road look uniform in color. The coating shall be of
1330 a color that matches the surrounding pavement. The areas receiving
1331 the coating shall not be open to traffic until it has cured enough so that
1332 it cannot be picked up or tracked by passing vehicles or degrade.
1333 Submit means and methods of the coating and type of coating to the
1334 Engineer or MTRB for review and acceptance. Do not proceed with
1335 the coating without acceptance from the Engineer.

1336
1337 (15) Recompacting cold HMA, i.e., HMA that has reached ambient
1338 temperature is not an acceptable remedial repair method.

1339
1340 (16) Replace all pavement markings damaged or discolored by
1341 remedial repairs.

1342
1343 (S) **Pavement Smoothness and Acceptance.**
1344

1345 (1) Price and payment in various paving sections, e.g., 401 (Hot
1346 Mix Asphalt Pavement), shall be full compensation for all work and
1347 materials specified in the various paving sections and this section,
1348 including but not limited to furnishing all labor, materials, tools,
1349 equipment, testing, incidentals and for doing all work involved in micro
1350 milling, milling,(cold planing), grinding existing or new pavement,
1351 removing residue, cleaning the pavement, necessary disposal of
1352 residue, furnishing of any water or air used in cleaning the pavement
1353 and any other related ancillary work or material or services. Also, it
1354 includes any remedial work, e.g., re-paving, surface grinding,
1355 application of a coating, curing compound, and replacement of
1356 damaged pavement markings.

1357
1358 (2) The contract price in those sections may be adjusted for
1359 pavement smoothness by the Engineer. The pavement smoothness
1360 contract unit price adjustments and work acceptance will be made in
1361 accordance with the following schedules

Category	MIRI (in/mi)	Pay Adjustment \$ per 0.1 mi
Type A (Three or more HMA Lifts)	<30.0	\$580
	30.0- less than 35.0	\$480
	35.0- less than 40.0	\$380
	40.0- less than 45.0	\$280
	45.0- less than 50.0	\$180
	50.0- less than 55.0	\$80
	55.0- less than 60.0	\$0
	> 60.0	Corrective Work
Type B (Two HMA Lifts)	<35.0	\$420
	35.0- less than 40.0	\$360
	40.0- less than 45.0	\$300
	45.0- less than 50.0	\$240
	50.0- less than 55.0	\$180
	55.0- less than 60.0	\$120
	60.0 less than 65.0	\$60
	65.0 less than 70.0	\$0
Type C (One HMA Lift)	> 70.0	Corrective Work
	<40.0	\$280
	40.0- less than 45.0	\$240
	45.0- less than 50.0	\$200
	50.0- less than 55.0	\$160
	55.0- less than 60.0	\$120
	60.0- less than 65.0	\$80
	65.0- less than 70.0	\$40
	70.0- less than 75.0	\$0
	> 75.0	Corrective Work

(3) Pay Pavement Smoothness Incentive will be based on the initial measured MIRI for both left and right wheel path, prior to any corrective work for the 0.10-mile section.

(a) The Pavement Smoothness Incentive will be computed using the plan surface area of pavement shown in the Contract Documents. This Pavement Smoothness Incentive will apply to the total area of the 0.10-mile section for the lane width represented by MIRI for the same lane. It does not include any other price adjustments specified in the Contract Documents.

Those price adjustments will be, for each adjustment, calculated separately using the original contract price to determine the amount of adjustment to be made to the contract price.

(b) There will be no disincentive price adjustments to the contract prices since a remedial repair is required in lieu of a reduction of contract prices since pavement smoothness and ride quality is of utmost importance.

(c) Localized Roughness. The Engineer will determine areas of localized roughness using the average profile from both wheel paths. The Engineer may waive localized roughness requirements for deficiencies resulting from manholes or other similar appurtenances. Adjust manholes or other similar appurtenances so that using a 10-ft. straightedge the area around that manhole or other similar appurtenance shall not have more than 3/16-in. variation between any 2 contacts on the straightedge.

1) Corrective Action. Use an Engineer accepted method to remove localized roughness. For asphalt concrete pavements, fog-seal the aggregate exposed from diamond grinding.

2) Reprofile the corrected area and provide the Engineer the results that show the corrective action, i.e., remedial repairs were successful.

(d) Incentives will not apply to areas where payment deductions or remedial repairs could be made or has been made for non-compliant work, e.g., low compaction, thin pavement, thermal segregation, low compressive or flexural strength, non-compliant alignment. Incentives will also not apply to areas where corrective work was required to meet contract smoothness requirements. All areas where corrective work was performed shall be tested again to ensure the smoothness requirements are met. Corrective work shall be repeated until it meets the smoothness requirement of the Contract Documents and any other Contract Documents' requirement. Removal of non-compliant work will be tested for compliance until it is determined by the Engineer to be compliant to the requirements of the Contract Documents.

(e) There will be no incentive price adjustments to the contract prices regardless of the pavement meeting the Contract Documents' requirements for incentive contract price adjustment, when 25% of the total area paved of that particular type of pavement on the project has failed to meet any of the Contract document requirements, e.g., smoothness, thickness, unit weight, asphalt content, pavement defects, compaction, flexural or compressive strength. Areas exempt from the smoothness requirements may not be included in the total area calculation unless it is non-compliant.

(f) For contracts using lump sum the method described in Subsection 104.08 Methods of Price Adjustment paragraph (3), will be used to calculate proportionate unit price, i.e., the Engineer's calculated theoretical unit price. This calculated proportionate unit price will be used to calculate the unit price adjustment.

401.04 Measurement.

(A) The Engineer will measure HMA pavement per ton in accordance with the Contract Documents.

(B) The Engineer will measure leveling course and HMA pavement overlay per ton in accordance with the Contract Documents.

(C) Engineer will measure additional State pavement profiling work when applicable on a cost-plus basis as specified in this section and as ordered by Engineer. The Engineer will issue a billing for the pavement profile work done for the time period with the invoices and receipts that the billing was based on attached to the Contractor for each contract item. The Contractor's pavement profile work required in this section will not be measured and will be considered incidental to the various paving items unless stated otherwise.

401.05 Payment. The Engineer will pay for the accepted HMA pavement at the contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for the work prescribed in this section and the contract documents.

(A) Price and payment in Section 401 – Dense Grade HMA Pavement will be full compensation for all work and materials specified in this Section including furnishing all labor, materials, tools, equipment, testing, pavement profiles and incidentals and for doing all work involved in grinding existing or new pavement, removing residue, and cleaning the pavement, including necessary disposal of residue and furnishing any water or air used in cleaning the pavement and remedial work needed to conform to the requirements of the Contract Documents.

(B) No payment for the Contractor's pavement profile work required in this section will be made. The Contractor's pavement profile work shall be considered incidental to the various paving items unless stated otherwise.

(C) Engineer will pay or deduct for the following pay items when included in proposal schedule:

Pay Item	Pay Unit
_____ HMA Pavement Overlay, Mix No. _____	Ton
_____ HMA Pavement, Mix No. _____	Ton
_____ PMA Pavement	Ton

(1) 70% of the contract unit price or the theoretical calculated unit price upon completion of submitting a job-mix formula acceptable to the Engineer; preparing the surface, spreading, and finishing the mixture; and compacting the mixture.

(2) 20% of the contract unit price or the theoretical calculated unit price upon completion of cutting samples from the compacted pavement for testing; placing and compacting the sampled area with new material conforming to the surrounding area; protecting the pavement; and compaction acceptance. Maintain temporary pavement markings and other temporary work zone items, maintain a clean work site.

(3) 10% of the contract unit price or calculate the unit price when the final configuration of the pavement markings is in place.

_____ HMA Pavement, Mix No. _____, Leveling	Ton
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(1) 80% of the contract unit price upon completion of submitting a job-mix formula acceptable to the Engineer; preparing the surface, spreading, and finishing the mixture; and compacting the mixture.

(2) 20% of the contract unit price upon completion of cutting samples from the compacted pavement for testing; placing and compacting the sampled area with new material conforming to the surrounding area; protecting the pavement; and compaction acceptance.

1514 The Engineer will pay for adjusting existing frames and covers and valve
1515 boxes in accordance with and under Section 604 – Manholes, Inlets and Catch
1516 Basins. Adjustments for existing street survey monument frames and covers will be
1517 paid for as if each were a valve box frame and cover.
1518

1519 The Engineer may, at its sole discretion, in lieu of requiring removal and
1520 replacement, use the sliding scale factor to accept HMA pavements compacted
1521 below 93.0 percent and above 97.0 percent. The Engineer will make payment for
1522 the material in that production day, if the Engineer decides to use a sliding scale
1523 factor, at a reduced price arrived at by multiplying the contract unit price by the pay
1524 factor. The Engineer is not obligated to allow non-compliant work to remain in place
1525 and may at any time chose not to use a sliding scale factor method of payment and
1526 instead require removal of the noncompliant pavement that is greater than 97.0 or
1527 less than 93.0.
1528

1529 In compliance with Subsection 105.12 Removal of Non-Conforming and
1530 Unauthorized Work remove and replace HMA compacted below 90.0 percent.
1531

1532 The Engineer will solely decide if the noncompliant work would be acceptable
1533 if a reduced payment for the noncompliant work is made. The Engineer is not
1534 obligated to allow noncompliant work to remain in place and may at any time choose
1535 not to use a sliding scale factor method of payment as a method of resolution.
1536 Instead, utilize the remedy allowed in Subsection 105.12 Removal of Non-
1537 Conforming and Unauthorized Work, requiring removal of the noncompliant
1538 pavement, shall be used.
1539

1540 Such a reduced payment, if made and accepted by the Contractor, shall be
1541 a mutually agreeable resolution to the noncompliant work being addressed. If it is
1542 not mutually acceptable, the noncompliant work shall be removed. If the reduced
1543 payment is acceptable; the Engineer will make the reduced payments for the
1544 noncompliant work in accordance with Table 401.05-2 - Sliding Scale Pay Factor
1545 for Compaction. The amount of tonnage to be reduced will be determined by the
1546 Engineer by using the initial cores taken on the mat. No additional cores shall be
1547 taken to determine the limits of the non-compliant area unless requested by the
1548 Engineer.
1549

1550 The Engineer, for determining the reduced tonnage for noncompliant work,
1551 will assume the level of compaction is linear and will proportion the compaction level
1552 from the last core that indicated an acceptable compaction level to the nearest core
1553 indicating a noncompliant compaction level to determine the calculated limit of
1554 acceptable compaction. The length will be the linear distance between the cores
1555 measured along the baseline. If there is no core that was taken for the shift's or
1556 day's work that were compliant then the limit will be the end or start of the day's or
1557 shift's work. The width will be the nominal paving width. Use the day's specific
1558 gravity of the mix to determine tonnage. The thickness will be the nominal paving
1559 thickness.

The total reduced noncompliant tonnage to be paid will be determined by multiplying the applicable percent of reduction by the computed tonnage of the noncompliant work. Percent of Quantity Paid shall be the percentage shown in Table 401.05-2 - Sliding Scale Pay Factor for Compaction. The reduced tonnage shall be used as the payment quantity for the noncompliant work. The reduced quantity paid that is used for the monthly payment will be arrived at by multiplying the contract unit price by the reduced tonnage.

Table 401.05-2 – Sliding Scale Pay Factor for Compaction	
"Percent Compaction	Percent of Quantity Paid
> 98.0	Removal
>97.0 - 98.0	95
93.0- 97.0	100
90.0 - <93.0	80
<90.0	Removal

END OF SECTION 401"

"General Decision Number: HI20210001 05/07/2021

Superseded General Decision Number: HI20200001

State: Hawaii

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

Counties: Hawaii Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/22/2021
3	02/12/2021
4	02/19/2021
5	03/19/2021
6	05/07/2021

ASBE0132-001 08/30/2020

Rates Fringes

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

firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.....	\$ 41.90	25.65

BOIL0627-005 01/01/2013		
	Rates	Fringes
BOILERMAKER.....	\$ 35.20	27.35

BRHI0001-001 08/31/2020		
	Rates	Fringes
BRICKLAYER		
Bricklayers and Stonemasons..	\$ 45.95	29.59
Pointers, Caulkers and Weatherproofers.....	\$ 46.21	29.59

BRHI0001-002 08/31/2020		
	Rates	Fringes
Tile, Marble & Terrazzo Worker		
Terrazzo Base Grinders.....	\$ 41.69	28.11
Terrazzo Floor Grinders and Tenders.....	\$ 40.14	28.11
Tile, Marble and Terrazzo Workers.....	\$ 43.50	28.11

CARP0745-001 08/31/2020		
	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man.....	\$ 50.50	23.59
Millwrights and Machine Erectors.....	\$ 50.75	23.59
Power Saw Operators (2 h.p. and over).....	\$ 50.65	23.59

CARP0745-002 08/31/2020		
	Rates	Fringes
Drywall and Acoustical Workers and Lathers.....	\$ 50.50	23.59

ELEC1186-001 08/23/2020		
	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 56.71	31.16
Electricians.....	\$ 51.55	29.58
Telecommunication worker....	\$ 32.69	12.96

ELEC1186-002 08/23/2020

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 56.71	31.16
Groundmen/Truck Drivers.....	\$ 38.66	25.63
Heavy Equipment Operators...	\$ 46.40	28.00
Linemen.....	\$ 51.55	29.58
Telecommunication worker....	\$ 32.69	12.96

ELEV0126-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.18	35.825+a+b

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

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

ENGI0003-002 09/03/2018

	Rates	Fringes
Diver (Aqua Lung) (Scuba))		
Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)...	\$ 66.00	31.26
Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)...	\$ 56.63	31.26
Stand-by Diver (Aqua Lung) (Scuba).....	\$ 47.25	31.26
Diver (Other than Aqua Lung)		
Diver (Other than Aqua Lung).....	\$ 66.00	31.26
Diver Tender (Other than Aqua Lung).....	\$ 44.22	31.26
Stand-by Diver (Other than Aqua Lung).....	\$ 47.25	31.26
Helicopter Work		
Airborne Hoist Operator for Helicopter.....	\$ 45.80	31.26
Co-Pilot of Helicopter.....	\$ 45.98	31.26
Pilot of Helicopter.....	\$ 46.11	31.26
Power equipment operator - tunnel work		
GROUP 1.....	\$ 42.24	31.26
GROUP 2.....	\$ 42.35	31.26
GROUP 3.....	\$ 42.52	31.26
GROUP 4.....	\$ 42.79	31.26
GROUP 5.....	\$ 43.10	31.26
GROUP 6.....	\$ 43.75	31.26
GROUP 7.....	\$ 44.07	31.26
GROUP 8.....	\$ 44.18	31.26
GROUP 9.....	\$ 44.29	31.26
GROUP 9A.....	\$ 44.52	31.26
GROUP 10.....	\$ 44.58	31.26
GROUP 10A.....	\$ 44.73	31.26
GROUP 11.....	\$ 44.88	31.26
GROUP 12.....	\$ 45.24	31.26

GROUP 12A.....	\$ 45.60	31.26
Power equipment operators:		
GROUP 1.....	\$ 41.94	31.26
GROUP 2.....	\$ 42.05	31.26
GROUP 3.....	\$ 42.22	31.26
GROUP 4.....	\$ 42.49	31.26
GROUP 5.....	\$ 42.80	31.26
GROUP 6.....	\$ 43.45	31.26
GROUP 7.....	\$ 43.77	31.26
GROUP 8.....	\$ 43.88	31.26
GROUP 9.....	\$ 43.99	31.26
GROUP 9A.....	\$ 44.22	31.26
GROUP 10.....	\$ 44.28	31.26
GROUP 10A.....	\$ 44.43	31.26
GROUP 11.....	\$ 44.58	31.26
GROUP 12.....	\$ 44.94	31.26
GROUP 12A.....	\$ 45.30	31.26
GROUP 13.....	\$ 42.22	31.26
GROUP 13A.....	\$ 42.49	31.26
GROUP 13B.....	\$ 42.80	31.26
GROUP 13C.....	\$ 43.45	31.26
GROUP 13D.....	\$ 43.77	31.26
GROUP 13E.....	\$ 43.88	31.26

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Boom Truck or dual purpose "'A"' Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

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

GROUP 6: Boom Truck or Dual Purpose "'A"'Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under

streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

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

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

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

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

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

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

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

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

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

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

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

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

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

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

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

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

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

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

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

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

ENGI0003-004 09/04/2017

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

Group 5.....	\$ 42.88	30.93
GROUP 6.....	\$ 37.77	26.76
Group 6.....	\$ 42.77	30.93
GROUP 7.....	\$ 36.22	26.76
Group 7.....	\$ 41.22	30.93

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

- GROUP 1: Clamshell or Dipper Operator.
- GROUP 2: Mechanic or Welder; Watch Engineer.
- GROUP 3: Barge Mate; Deckmate.
- GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

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

DERRICK CLASSIFICATIONS

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

 ENGI0003-044 09/03/2018

	Rates	Fringes
Power Equipment Operators (PAVING)		
Asphalt Concrete Material Transfer.....	\$ 42.92	32.08
Asphalt Plant Operator.....	\$ 43.35	32.08
Asphalt Raker.....	\$ 41.96	32.08
Asphalt Spreader Operator...	\$ 43.44	32.08
Cold Planer.....	\$ 43.75	32.08
Combination Loader/Backhoe (over 3/4 cu.yd.).....	\$ 41.96	32.08
Combination Loader/Backhoe (up to 3/4 cu.yd.).....	\$ 40.98	32.08
Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals).....	\$ 42.92	32.08
Grader.....	\$ 43.75	32.08
Laborer, Hand Roller.....	\$ 41.46	32.08
Loader (2 1/2 cu. yds. and under).....	\$ 42.92	32.08
Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.).....	\$ 43.24	32.08
Roller Operator (five tons and under).....	\$ 41.69	32.08
Roller Operator (over five tons).....	\$ 43.12	32.08
Screed Person.....	\$ 42.92	32.08

Soil Stabilizer.....\$ 43.75 32.08

IRON0625-001 09/01/2020

	Rates	Fringes
Ironworkers:.....	\$ 42.50	36.84
a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.		

LAB00368-001 09/02/2020

	Rates	Fringes
Laborers:		
Driller.....	\$ 39.70	22.68
Final Clean Up.....	\$ 29.65	18.17
Gunite/Shotcrete Operator and High Scaler.....	\$ 39.20	22.68
Laborer I.....	\$ 38.70	22.68
Laborer II.....	\$ 36.10	22.68
Mason Tender/Hod Carrier....	\$ 39.20	22.68
Powderman.....	\$ 39.70	22.68
Window Washer (bosun chair).\$	38.20	22.68

LABORERS CLASSIFICATIONS

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

Trench Jacking and Bracing, Hand-Guided Lagging Hammer
Whaling Bracing; Curbing (Concrete and Asphalt); Curing of
Concrete (impervious membrane and form oiler) mortar and
other materials by any mode or method; Cut Granite Curb
Setter (setting, leveling and grouting of all precast
concrete or stone curbs); Cutting and Burning Torch
(demolition); Dri Pak-It Machine; Environmental Abatement:
removal of asbestos, lead, and bio hazardous materials (EPA
and/or OSHA certified); Falling, bucking, yarding, loading
or burning of all trees or timber on construction site;
Forklift (9 ft. and under); Gas, Pneumatic, and Electric
tools; Grating and Grill work for drains or other purposes;
Green Cutter of concrete or aggregate in any form, by hand,
mechanical means, grindstone or air and/or water; Grout:
Spreading for any purpose; Guinea Chaser (Grade Checker)
for general utility trenches, sitework, and excavation;
Headerboard Man (Asphalt or Concrete); Heat Welder of
Plastic (Laborers' AGC certified workers) (when work
involves waterproofing for waterponds, artificial lakes and
reservoir) heat welding for sewer pipes and fusion of HDPE
pipes; Heavy Highway Laborer (Rigging, signaling, handling,
and installation of pre-cast catch basins, manholes, curbs
and gutters); High Pressure Nozzlemaster - Hydraulic Monitor
(over 100# pressure); Jackhammer Operator; Jacking of slip
forms: All semi and unskilled work connected therewithin;
Laying of all multi-cell conduit or multi-purpose pipe;
Magnesite and Mastic Workers (Wet or Dry)(including mixer
operator); Mortar Man; Mortar Mixer (Block, Brick, Masonry,
and Plastering); Nozzlemaster (Sandblasting and/or Water
Blasting): handling, placing and operation of nozzle;
Operation, Manual or Hydraulic jacking of shields and the
use of such other mechanical equipment as may be necessary;
Pavement Breakers; Paving, curbing and surfacing of
streets, ways, courts, under and overpasses, bridges,
approaches, slope walls, and all other labor connected
therewith; Pilecutters; Pipe Assessment in place, bolting
and lining up of sectional metal or other pipe including
corrugated pipe; Pipelayer performing all services in the
laying and installation of pipe from the point of receiving
pipe in the ditch until completion of operation, including
any and all forms of tubular material, whether pipe, HDPE,
metallic or non-metallic, conduit, and any other
stationary-type of tubular device used for conveying of any
substance or element, whether water, sewage, solid, gas,
air, or other product whatsoever and without regard to the
nature of material from which tubular material is
fabricated; No-joint pipe and stripping of same,
Pipewrapper, Caulker, Bander, Kettlemen, and men applying
asphalt, Laykold, treating Creosote and similar-type
materials (6-inch) pipe and over); Piping: resurfacing and
paving of all ditches in preparation for laying of all
pipes; Pipe laying of lateral sewer pipe from main or side
sewer to buildings or structure (except Contactor may
direct work be done under proper supervision); Pipe laying,
leveling and marking of the joint used for main or side
sewers and storm sewers; Laying of all clay, terra cotta,
ironstone, vitrified concrete, HDPE or other pipe for
drainage; Placing and setting of water mains, gas mains and
all pipe including removal of skids; Plaster Mortar
Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill
Operation: Choker setters, off bearers, and lumber handlers
connected with clearing; Posthole Digger (Hand Held, Gas,
Air and Electric); Powderman's Tender; Power Broom Sweepers
(Small); Preparation and Compaction of roadbeds for
railroad track laying, highway construction, and the

preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, stablishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction.

Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unloading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterpools, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheet Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttler Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Stripper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking,

stripping, dismantling and handling concrete forms an false work.

LABO0368-002 09/01/2020

	Rates	Fringes
Landscape & Irrigation		
Laborers		
GROUP 1.....	\$ 26.40	14.25
GROUP 2.....	\$ 27.40	14.25
GROUP 3.....	\$ 21.70	14.25

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons)..:

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This

includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

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

LAB00368-003 09/02/2020

	Rates	Fringes
Underground Laborer		
GROUP 1.....	\$ 39.30	22.68
GROUP 2.....	\$ 40.80	22.68
GROUP 3.....	\$ 41.30	22.68
GROUP 4.....	\$ 42.30	22.68
GROUP 5.....	\$ 42.65	22.68
GROUP 6.....	\$ 42.90	22.68
GROUP 7.....	\$ 43.35	22.68

GROUP 1: Watchmen; Change House Attendant.

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

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

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Picker (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

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

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 01/01/2021

	Rates	Fringes
Painters:		
Brush.....	\$ 38.90	30.09
Sandblaster; Spray.....	\$ 38.90	30.09

PAIN1889-001 07/01/2020

	Rates	Fringes
Glaziers.....	\$ 39.50	34.85

* PAIN1926-001 02/28/2021

	Rates	Fringes
Soft Floor Layers.....	\$ 37.77	32.07

PAIN1944-001 01/05/2020

	Rates	Fringes
Taper.....	\$ 43.10	29.90

* PLAS0630-001 08/31/2020

	Rates	Fringes
PLASTERER.....	\$ 43.69	31.68

* PLAS0630-002 08/31/2020

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 42.65	32.29

The body of each wage determination lists the classification

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION"

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

**PROJECT: INTERSTATE ROUTE H-2 AND MOANALUA FREEWAY
GUARDRAIL AND SHOULDER IMPROVEMENTS, PHASE 2**

PROJECT NO.: NH-STP-0300(164)

**COMPLETION TIME: 410 Working days from the Start Work Date from the
Department.**

DBE PROJECT GOAL: 6.3%

DESIGN PROJECT MANAGER:

NAME: Justin Rush
ADDRESS: Department of Transportation
601 Kamokila Boulevard, Room 609
Kapolei, Hawaii 96707
PHONE NO.: (808) 692-8427
FAX NO.: (808) 692-7590

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e., an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.
4. It will not maintain for its employees any segregated facilities at any of its establishments.
5. Does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.

2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Unless amended by Special Provision, agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The bidder acknowledges receipt of and certifies that it has completely examined the following listed items: Hawaii Standard Specifications for Road and Bridge Construction, 2005, the Notice to Bidders, the Special Provisions, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ (Fill in other acceptable security.)

The undersigned bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as bidder has listed the name of each person or firm, who will be engaged by the bidder on the project as Joint Contractor or Subcontractor and the nature of work to be done by each. The bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Joint Contractor or Subcontractor. For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

The undersigned bidder asserts that affirmative action has been taken to seek out and consider Disadvantaged Business Enterprises (DBEs) for portions of the work which can be subcontracted, and the affirmative actions of the bidder are fully documented in its records and are available upon request by the Department. It is also understood that it must meet or exceed the DBE contact goal listed on page P-1 or demonstrate that it made good faith efforts to meet the DBE project goal. The undersigned as bidder, agrees to utilize each participating DBE that it submitted to meet the contract goal of _____% (percentage to be completed by bidder) DBE participation if the contract is awarded to it, and shall maintain such DBE participation during the construction of this project.

SUBCONTRACTOR LISTING
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
2.	_____	_____
	2a. _____	_____
3.	_____	_____
	3a. _____	_____
4.	_____	_____
	4a. _____	_____
5.	_____	_____
	5a. _____	_____
6.	_____	_____
	6a. _____	_____
7.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
1.	_____	_____
	2a. _____	_____
2.	_____	_____
	3a. _____	_____
3.	_____	_____
	4a. _____	_____
4.	_____	_____
	5a. _____	_____
5.	_____	_____
	6a. _____	_____
6.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

¹ Second tier subcontractors

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

Project #:	County:
DBE Project Goal:	Prime Contractor:

As required by the specifications *“Disadvantaged Business Enterprise Requirements,”* the dollar amount of each subcontract (both DBE and non-DBE firms) for all subcontractors, manufacturers, suppliers, and trucking companies is due five (5) days after bid opening. **Failure to provide required information shall be cause for bid/proposal rejection.**

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

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

[illegible]

A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers	
B. Sum of all work items less mobilization, force account items, allowance items	
A/B = DBE contract goal	

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE: _____

Summary of Good Faith Efforts (GFE)

As required by the specifications "*Disadvantaged Business Enterprise Requirements*," if the DBE goal is not met, documentation of GFE shall be submitted within five (5) days of bid opening. The bidder is required to respond to the following questions and describe efforts to obtain DBE participation. Each item will require an explanation. Copies of correspondence return receipts, telephone logs, or other documentation will be required to support GFE. Attach additional sheets, if necessary. Based on responses given, HDOT shall make a determination of the bidders' GFE. **Failure to provide required information shall be cause for bid/proposal rejection.**

1. Did you submit the required information five days after bid opening (i.e. DBE name, address, NAICS code, description of work, project name, and number)?
2. Explain your GFE if any, to solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract.
 - a. Explain your GFE if any, to solicit the participation of potential DBEs as early in the procurement process as practicable.
 - b. Explain your GFE if any, to allow sufficient time for the DBEs to properly inquire about the project and respond to the solicitation.
 - c. Explain your GFE if any, to take appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project.
3. Explain your GFE if any, to identify and break up portions of work that can be performed by DBEs in order to increase the likelihood that a DBE will be able to participate, and that the DBE goal could be achieved (e.g. breaking out contract items into economically feasible units to facilitate DBE participation even when you might otherwise prefer to self-perform these work items).
4. Explain your GFE if any, to make available or provide interested DBEs with adequate information about the plans, specifications, and requirements of the project in a timely manner, and assist them in responding to your solicitation.
5. Explain your GFE if any, to negotiate in good faith with interested DBEs. Evidence of such negotiations includes documenting: a) the names, addresses and telephone numbers of DBEs that were contacted; b) a description of the information that was provided to DBEs regarding the plans and specifications; and c) detailed explanation for not utilizing individual DBEs on the project.
6. Did you solely rely on price in determining whether to use a DBE? If yes please explain. The fact that there may be additional or higher costs associated with finding and utilizing DBEs are not, by themselves, sufficient reasons for your refusal to utilize a DBE or failure to meet the DBE goal, provided that such additional costs are not unreasonable. Also, the ability or desire to perform a portion of the work with your own forces, that could have been undertaken by an available DBE, does not relieve you of the responsibility to make good faith efforts to meet the DBE goal, and to make available and solicit DBE participation in other areas of the project to meet the DBE goal.
7. Did you reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities? If yes, please explain. The DBEs standing within the industry, membership in specific groups, organizations or associates, and political or social affiliation are not legitimate basis for the rejection or non-solicitation of bids from particular DBEs.

8. Explain your GFE to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
9. Explain your GFE if any, to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
10. If you selected a non-DBE over a DBE subcontractor, please provide the quotes of each DBE and non-DBE subcontractor submitted to you for work on the contract; and for each DBE that was contacted but not utilized for a contract, provide a detailed written explanation for each DBE detailing the reasons for not utilizing or allowing the DBE to participate in the contract.
11. Explain your GFE if any, to effectively use the services of available minority/women community organizations, minority/women business groups, contractors' groups, and local, state and federal minority/women business assistance offices or other organizations to provide assistance in recruitment and placement of DBEs.



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

Project #	Self-explanatory
County	County where project is located
DBE Project Goal	Indicate DBE goal listed in the proposal on P-1
Prime Contractor	Name of prime contractor
Name of Subcontractor, Supplier, Manufacturer, and Trucking Company	Company name of subcontractor, supplier, manufacturer, or trucking firm
DBE (Y/N)	Y for yes and N for no
Bid Item Number and Description	Pay item and description
Approx. Quantity/ Hours	Self-explanatory
Unit	Unit of measure
Unit Price/ Rate	Self-explanatory
Dollar Amount	Total dollar amount committed to subcontractor, supplier, manufacturer, or trucking firm
A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers	Total amount of DBE participation
B. Sum of all work items less mobilization, force account items, allowance items	Total of work items minus mobilization, force accounts and allowances
A/B = DBE contract goal	Self-explanatory
Name and Signature of Authorized Representative of Prime Contractor	Self-explanatory
Date	Date form is signed
Summary of Good Faith Efforts (GFE)	Complete by answering each question in detail and providing documentation to support your GFE



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

This commitment is subject to the award and receipt of a signed contract from the Hawaii Department of Transportation (HDOT) for the subject project. DBEs must be certified by the bid opening date.

Project #:	County:
NAICS CODE/DESCRIPTION OF WORK:	SECONDARY NAICS CODE:

*All quantities and units should match the bid tab item whenever possible.

The prime contractor shall inform HDOT the dates when the trucking firm starts and completes all work under the subcontract.

Estimated Beginning Date (Month/Year):	Estimated Completion Date (Month/Year):
---	--

TRUCKING COMPANY:	Item No.	Item Description	Unit	Unit Price / Rate	Amount
				\$	\$
				\$	\$
				\$	\$
	TOTAL COMMITMENT AMOUNT				\$

1. Number of hours contracted or quantities to be hauled: _____
2. Number of fully operational trucks to be used: _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of fully operational trucks owned by DBE: _____ Dump trucks: _____ Tractors/trailers: _____
4. If Owner Operators or additional trucking companies are to be used answer the following:

Name of Trucking Company	DBE Y/N	Estimated. Dollar Amount to be Contracted	Number and Type of Trucks (specify)
		\$	
		\$	

The prime contractor certifies by signature on this agreement to utilize the DBE trucking company as listed on the agreement form. If a DBE trucking company is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the contract DBE requirements. **IMPORTANT! The signatures of the DBE, prime contractor, and subcontractor (only if the DBE will be a second tier sub) confirms that all information on this Agreement is true and correct. Parties should sign Agreement in the order in which they are listed.**

DBE NAME:	Name/Title (please print):
Address:	Signature:
Phone: Fax:	Date:
Email:	Name/Title (please print):
Prime Contractor:	Signature:
Address:	Date:
Phone: Fax:	Name/Title (please print):
Email:	Signature:
Subcontractor (only if the DBE will be a second tier sub):	Date:
Address:	Signature:
Phone: Fax:	Date:
Email:	Signature:

HDOT retains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you.



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

The purpose of this agreement is to secure the commitment of the bidder/offeror to utilize the listed DBE trucking company, and the DBE's confirmation that it will perform work for the bidder/offeror on this project. The information on this form shall be provided by the DBE.

Project #	Self-explanatory
County	County where project is located
NAICS Code/Description of Work	Primary North American Industry Classification System code under which DBE is certified to perform and description of work to be done
Secondary NAICS Code	List other NAICS codes firm is certified to perform
Estimated Beginning Date (Month/Year)	Date DBE shall begin work on the project
Estimated Completion Date (Month/Year)	Date DBE's work will be completed
Trucking Company	Name of DBE trucking company
Item No.	List pay item number
Item Description	Description of item
Unit	Unit of measure – e.g. weight or hours
Unit Price/Rate	Cost per unit or hourly rate
Amount	Total amount per pay item
Total Commitment Amount	Sum of all pay items and total commitment of bidder/offeror to DBE
Number of hours contracted or quantities to be hauled	Approximate number of hours or tonnage to be hauled
Number of fully operational trucks to be used:	Total number of trucks to be used for the project
Tractor/Trailers	Number of tractor trailers to be used
Dump Trucks	Number of dump trucks to be used
Number of fully operational trucks owned by DBE	Number of listed DBE's trucks to be used on this project
Name of Trucking Company	If other trucking companies (DBE or non-DBE) are to be leased, list name and information about type of trucks in this section
Estimated Dollar Amount to be Contracted	Provide information about estimated cost to lease trucks
Number of Dump Trucks, Tractor/Trailer	Self-explanatory
DBE NAME	DBE Company name
Name/Title	Name and title of DBE's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of DBE's representative
Date	Date agreement is signed
Prime Contractor	Company name

Name/Title	Name and title of prime contractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of prime contractor's representative
Date	Date agreement is signed
Subcontractor (only if the DBE will be a second tier sub):	Name of subcontractor only if the listed DBE trucking company will be performing work under this subcontractor
Name/Title	Name and title of the subcontractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of subcontractor
Date	Date agreement is signed



Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement

Subcontractor, Manufacturer, or Supplier

This commitment is subject to the award and receipt of a signed contract from the Hawaii Department of Transportation (HDOT) for the subject project. DBEs must be certified by the bid opening date.

Project #:	County:
NAICS CODE/DESCRIPTION OF WORK:	SECONDARY NAICS CODE:

*All quantities and units should match the bid tab item whenever possible.

The prime contractor shall inform HDOT of the dates when the subcontractor starts and completes all work under the subcontract.

Estimated Beginning Date (Month/Year):	Estimated Completion Date (Month/Year):
---	--

SUBCONTRACTOR:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
					\$	\$
					\$	\$
TOTAL COMMITMENT AMOUNT						\$

MANUFACTURER:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
TOTAL COMMITMENT AMOUNT						\$

SUPPLIER:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
TOTAL COMMITMENT AMOUNT						\$

The prime contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the contract DBE requirements. **IMPORTANT! The signatures of the DBE, prime contractor, and subcontractor (only if the DBE will be a second tier sub) confirms that all information on this Agreement is true and correct. Parties should sign Agreement in the order in which they are listed.**

DBE NAME:		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
Email:		Date:
Prime Contractor:		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
Email:		Date:
Subcontractor (only if the DBE will be a second tier sub):		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
Email:		Date:

HDOT retains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you.



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

The purpose of this agreement is to secure the commitment of the bidder/offeror to utilize the listed DBE, and the DBE's confirmation that it will perform work for the bidder/offeror on this project. The information on this form shall be provided by the DBE.

Project #	Self-explanatory
County	County where project is located
NAICS Code/Description of Work	Primary North American Industry Classification System code under which DBE is certified to perform and description of work to be done
Secondary NAICS Code	List other NAICS codes firm is certified to perform
Estimated Beginning Date (Month/Year)	Date DBE shall begin work on the project
Estimated Completion Date (Month/Year)	Date DBE's work will be completed
Subcontractor	Name of DBE subcontractor (company name)
Item No.	List pay item number
Item	Description of item
Approx. Quantity	Self-explanatory
Unit	List unit of measure
Unit Price	Cost per unit
Amount	Total amount per pay item
Total Commitment Amount	Sum of all pay items and total commitment of bidder/offeror to DBE
Manufacturer	Name of DBE manufacturer
Supplier	Name of DBE supplier (aka regular dealer)
DBE NAME	DBE Company name
Name/Title	Name and title of DBE's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of DBE's representative
Date	Date agreement is signed
Prime Contractor	Company name
Name/Title	Name and title of prime contractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of prime contractor's representative
Date	Date agreement is signed
Subcontractor (only if the DBE will be a second tier sub):	Name of subcontractor only if the listed DBE will be performing work under this subcontractor as a second tier subcontractor/supplier/manufacturer

Name/Title	Name and title of the subcontractor's representative that the listed DBE will work under as a second tier subcontractor/supplier/manufacture
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of subcontractor's representative
Date	Date agreement is signed