

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

**ADDENDUM NO. 1  
for  
SAND ISLAND ACCESS ROAD, TRUCK WEIGH STATION  
NH-064-1(010)**

The following amendments shall be made to the Bid Documents:

**A. TABLE OF CONTENTS**

1. Replace the Table of Contents pages dated 9/14/2018 with the attached revised Table of Contents dated 5/17/2021.

**B. NOTICE TO BIDDERS**

1. Prospective bidders are hereby notified that the deadline for the receiving of sealed bids previously scheduled for Monday, May 24, 2021 at 2:00pm HST, is hereby RESCHEDULED for 2:00pm HST, Monday, June 14, 2021.
2. Replace the NOTICE TO BIDDERS with the attached revised NOTICE TO BIDDERS dated 5/17/2021.

**C. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

1. Replace the DBE Requirements dated 11/17/2017 with the attached DBE Requirements dated 5/13/2021.

**D. SPECIAL PROVISIONS**

1. Replace the DIVISION 100 – GENERAL PROVISIONS dated 10/01/2017 with the attached DIVISION 100 – GENERAL PROVISIONS dated 5/17/2021. The definition of subcontractor was revised.
2. Replace the SECTION 635 – E-CONSTRUCTION with the attached SECTION 636 – E-CONSTRUCTION dated 5/17/2021. The section number was corrected to 636.

Addendum No. 1  
5/17/2021

**E. FEDERAL WAGE RATES**

1. Replace the Federal Wage Rates dated 4/17/2021 with the attached Federal Wage Rates dated 5/13/2021.

**F. PROPOSAL**

1. Replace Proposal page P-1 dated 1/31/2018 with the attached Proposal page P-1 dated r5/17/2021.
2. Replace Proposal pages P-2,P-3, and P-4 dated 6/13/2017 with the attached Proposal pages P-2,P-3, and P-4 dated r5/17/2021.
3. Replace Proposal page P-5 dated 6/13/2017 with the attached Proposal page P-5 dated r5/17/2021.
4. Replace Proposal page P-6 dated 6/13/2017 with the attached Proposal page P-6 dated r5/17/2021.
5. Replace Proposal Schedule pages P-8 to P-12 dated 1/27/2021 with the attached Proposal Schedule pages P-8 to P-12 dated r5/17/2021.

**G. SAMPLE FORMS**

1. Remove Confirmation by DBE form dated 6/17/2017.
2. Add the DBE Contract Goal Verification and Good Faith Efforts Documentation For Construction form dated 5/13/2021 to the sample forms in the special provisions.
3. Add the DBE Confirmation and Commitment Agreement – Trucking Company form dated 5/13/2021 to the sample forms in the special provisions.
4. Add the DBE Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier form dated 5/13/2021 to the sample forms in the special provisions.

Bidders must complete and submit these forms to the Engineer by email at [lawrence.m.laus@hawaii.gov](mailto:lawrence.m.laus@hawaii.gov) and [ryan.k.kunselman@hawaii.gov](mailto:ryan.k.kunselman@hawaii.gov) by 4:45pm Monday, June 24, 2021, per added requirements of the attached NOTICE TO BIDDERS dated r5/17/2021.

**H. PRE-BID MEETING MINUTES**

1. Meeting minutes is attached for information and shall include a list of attendees.

**I. ANSWERS TO QUESTIONS FROM PROSPECTIVE BIDDERS**

1. Attached are Requests For Information and responses.
2. The Geotechnical Report is attached for reference.

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



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JADE T. BUTAY  
Director of Transportation

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## FEDERAL PROJECTS

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

The receiving of SEALED BIDS for Sand Island Access Road, Truck Weigh Station Project No. NH-064-1(010), will begin as advertised in HIEPRO. Bidders are to register and submit bids through HIEPro only. See the following HIEPRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit bids is - Monday, June 14, 2021, at 2:00pm HST. Bids received after said due date and time shall not be considered.

The intent of including applicable permit documents is to assist potential bidders to determine lump sum cost for various environmental-related line items in the Proposal Schedule. The following permit documents such as the Notice of Intent, Notice of General Permit Coverage, and Storm Water Pollution Prevention Plan will be included in HIEPRO.

The scope of work consists of (provide a brief description of the project). The estimated cost of construction is between \$7,000,000.00 and \$8,000,000.00.

To be eligible for award, bidders must possess a valid State of Hawaii General Engineering "A" license prior to the award of the contract.

A pre-bid conference is scheduled for May 5, 2021, at 10:00am on Microsoft Teams. 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. 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 Lawrence Laus, Project Manager, by phone, at (808) 692-7575, or by email at [Lawrence.m.laus@hawaii.gov](mailto:Lawrence.m.laus@hawaii.gov) address to obtain the venue for the pre-bid meeting.

## FEDERAL PROJECTS

ALL requests for information 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).

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

## FEDERAL PROJECTS

The U.S. Department of Transportation Regulations entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Programs", Title 49, CFR, 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 DBE Requirements for Federal-Aid Projects regarding DBE, which establishes the program requirements pursuant to Title 49 CFR Part 26 and, particularly, the requirements of certification, method of award, and evidence of good faith. All Bidders must e-mail the Engineer at [lawrence.m.laus@hawaii.gov](mailto:lawrence.m.laus@hawaii.gov) and [ryan.k.kunselman@hawaii.gov](mailto:ryan.k.kunselman@hawaii.gov), the DBE Contract Goal Verification and Good Faith Efforts Documentation for Construction, DBE Confirmation and Commitment Agreement – Trucking Company and DBE Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier by 4:45pm Monday, June 24, 2021. 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 environment for motorists, bicyclists and pedestrians utilizing our State highways, and expects its contractors to do so as well.

For additional information, contact Lawrence Laus, Project Manager, by phone at (808) 692-7575, by fax at (808) 692-7590 or email at [lawrence.m.laus@hawaii.gov](mailto:lawrence.m.laus@hawaii.gov).

## FEDERAL PROJECTS

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.



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JADE T. BUTAY  
Director of Transportation

Posted:



# **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/offerors are posted on the website listed above.

Bidders/offerors, 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/offerors 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/offeror and a DBE in which a DBE promises not to provide subcontracting quotations to other bidders/offerors 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.<sup>1</sup>

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.

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<sup>1</sup> 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:**<sup>2</sup>

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) for all subcontractors, trucking companies, manufacturers and suppliers. 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. 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

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<sup>2</sup> 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 at the time of bid opening (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.



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

**“DIVISION 100 - GENERAL PROVISIONS**

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

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

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

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

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

## 101.02

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		
134	<b>101.03 Definitions.</b> Whenever the following words, terms, or pronouns are	
135	used in the contract documents, unless otherwise prescribed therein and without	
136	regards to the use or omission of uppercase letters, the intent and meaning shall	
137	be interpreted as follows:	
138		

### 101.03

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

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

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

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

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

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

**Bag** - 94 pounds of cement.

**Barrel** - 376 pounds of cement.

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

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

**Bid** - See Proposal.

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

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

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

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

**Calendar Day** - See Day.

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

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

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

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

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

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

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

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

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

### 101.03

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

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

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

**Contracting Officer** - See Engineer.

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

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

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

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

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

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

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

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

**Field Order** - A written order issued by the Engineer or the Engineer's authorized representative to the Contractor requiring a change or changes to the contract work. A field order may (1) establish a price adjustment or time adjustment; or

(2) may declare that no adjustment will be made to contract price or contract time; or (3) may request the Contractor to submit a proposal for an adjustment to the contract price or contract time.

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

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

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

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

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

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

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

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

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

**Inspector** - The Engineer's authorized representative assigned to make detailed inspections of contract performance, prescribed work, and materials supplied.

**Laboratory** - The testing laboratory of the Highways Division or other testing laboratories that may be designated by the Engineer.

**Laws** - All Federal, State, and local laws, executive orders and regulations having the force of law.

### 101.03

**Leveling Course** - An aggregate mixture course of variable thickness used to restore horizontal and vertical uniformity to existing pavements or shoulders.

**Liquidated Damages** - The amount prescribed in Subsection 108.08 - Liquidated 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.

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

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

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

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

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

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

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

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

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

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

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

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

### 101.03

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

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

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

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

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

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

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

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

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

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

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

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

**Subcontractor** - An individual, partnership, firm, corporation, joint venture or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii

Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.

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

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

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

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

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

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

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

### 101.03

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

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

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

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

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

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

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

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

(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."

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**END OF SECTION 101**

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

2  
3 **"SECTION 636 – E-CONSTRUCTION**  
4

5  
6 **636.01 Description.** This section is for furnishing e-construction software for the  
7 Project.

8  
9 **636.02 General Requirements.** The Contractor shall:

10  
11 (A) Provide licenses for the E-Construction platform designated by HDOT.  
12

13 **636.03 Not used.**  
14

15 **636.04 Measurement.** The Engineer will measure the fee for the license(s)  
16 associated with the "E-Construction Program" on a force account basis in  
17 accordance with Subsection 109.06 – Force Account Provisions and Compensation.  
18

19 **636.05 Payment.** The Engineer will pay for the fee for the license for the E-  
20 construction Program on a force account basis in accordance with Subsection  
21 109.06 – Force Account Provisions and Compensation. Payment will be full  
22 compensation for the "E-Construction" licensing fee as prescribed in this section  
23 and contract documents. The actual amount to be paid will be the sum shown on  
24 the accepted force account records whether this sum be more or less than the  
25 estimated amount allocated in the proposal schedule."  
26

27 <b>Pay Item</b>	28 <b>Pay Unit</b>
29 E-Construction license	30 Force Account

31  
32  
33  
34 **END SECTION 636**

"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](http://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
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BOIL0627-005 01/01/2013

	Rates	Fringes
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BOILERMAKER.....	\$ 35.20	27.35
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BRHI0001-001 08/31/2020

	Rates	Fringes
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BRICKLAYER

Bricklayers and Stonemasons.....	\$ 45.95	29.59
Pointers, Caulkers and Weatherproofers.....	\$ 46.21	29.59

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BRHI0001-002 08/31/2020

	Rates	Fringes
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Tile, Marble &amp; 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

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CARP0745-001 08/31/2020

	Rates	Fringes
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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

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CARP0745-002 08/31/2020

	Rates	Fringes
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Drywall and Acoustical

Workers and Lathers.....	\$ 50.50	23.59
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ELEC1186-001 08/23/2020

	Rates	Fringes
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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

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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.

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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

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 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.

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 ENGI0003-044 09/03/2018

	Rates	Fringes
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## 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
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IRON0625-001 09/01/2020

Rates	Fringes
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Ironworkers:.....	\$ 42.50	36.84
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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.

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LAB00368-001 09/02/2020

Rates	Fringes
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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 treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and

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



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

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, establishing 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 waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; 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, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; 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.

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LAB00368-002 09/01/2020

	Rates	Fringes
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#### 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.

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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)

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PAIN1791-001 01/01/2021

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

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PAIN1889-001 07/01/2020

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

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\* PAIN1926-001 02/28/2021

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

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PAIN1944-001 01/05/2020

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

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\* PLAS0630-001 08/31/2020

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

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\* PLAS0630-002 08/31/2020

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

Trowel Machine Operators.....\$ 42.80	32.29
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PLUM0675-001 01/03/2021

Rates	Fringes
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Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...\$ 51.43	24.55
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ROOF0221-001 09/06/2020

Rates	Fringes
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Roofers (Including Built Up, Composition and Single Ply).....\$ 41.80	20.50
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SHEE0293-001 09/02/2018

Rates	Fringes
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Sheet metal worker.....\$ 42.55	27.44
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SUHI1997-002 09/15/1997

Rates	Fringes
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Drapery Installer.....\$ 13.60	1.20
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FENCE ERECTOR (Chain Link Fence).....\$ 9.33	1.65
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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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

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

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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.

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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.

=====

END OF GENERAL DECISION"



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

**PROJECT:** Sand Island Access Road  
Truck Weigh Station  
District of Honolulu  
Island of Oahu

**FEDERAL AID PROJECT NO.:** NH-064-1(010)

**COMPLETION TIME:** 213 Working days from the date indicated in the  
Notice to Proceed from the Department.

**DBE PROJECT GOAL:** 13.2%

**DESIGN PROJECT MANAGER:**

<b>NAME</b>	Mr. Lawrence Laus
<b>ADDRESS</b>	601 Kamokila Boulevard, Room 609
<b>PHONE NO.</b>	(808) 682-7575
<b>EMAIL.</b>	lawrence.m.laus@hawaii.gov
<b>FAX NO.</b>	(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 \_\_\_\_\_

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
<b>SUBCONTRACTOR:</b>		
1.	_____	_____
	1a <sup>1</sup> . _____	_____
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.

\_\_\_\_\_

<sup>1</sup> Second tier subcontractors

**JOINT CONTRACTOR LISTING**  
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
<b>JOINT CONTRACTOR:</b>		
1.	_____	_____
	1a <sup>1</sup> . _____	_____
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.

\_\_\_\_\_

<sup>1</sup> Second tier subcontractors

## PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
201.2000	Clearing and Grubbing	1400	S.Y.	\$_____	\$_____
203.0100	Roadway Excavation	2100	C.Y.	\$_____	\$_____
204.1000	Trench Excavation for Water Pipe	70	C.Y.	\$_____	\$_____
204.2000	Trench Excavation for Sewer Pipe	50	C.Y.	\$_____	\$_____
206.2020	Excavation for Drain Pipe and Utility Vaults	30	C.Y.	\$_____	\$_____
209.1000	Installation, Maintenance, Monitoring, and Removal of BMP	L.S.	L.S.	L.S.	\$_____
209.2000	Additional Water Pollution, Dust, and Erosion Control	F.A.	F.A.	F.A.	<u>\$ 15,000.00</u>
301.0100	Hot Mix Asphalt Base Course	3830	Tons	\$_____	\$_____
406.0600	SMA Pavement	1915	Tons	\$_____	\$_____
406.0610	Third-Party Profile Testing and Equipment	Allow.	Allow.	Allow.	<u>\$ 20,000.00</u>
406.0620	Third-Party Dispute Resolution Profile Testing	Allow.	Allow.	Allow.	<u>\$ 20,000.00</u>
503.6000	Concrete for Utility Vaults	20	C.Y.	\$_____	\$_____
602.6000	Reinforcing Steel for Utility Vaults	2610	Pounds	\$_____	\$_____

## PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
604.2300	Type 1211214P Steel Frame and Grate	3	Each	\$_____	\$_____
604.6000	Type 1211214P Grated Drop Inet	3	Each	\$_____	\$_____
607.0060	6- Feet, Chain Link Fence	8	L.F.	\$_____	\$_____
607.6100	Chain Link Gate, 6 Feet High and 12 Feet Wide	2	Each	\$_____	\$_____
622.1001	Highway Lighting Standard, LED, 10,000 Lumens	6	Each	\$_____	\$_____
622.1002	Highway Lighting Luminaire and Bracket Arm	2	Each	\$_____	\$_____
622.2001	Highway Lighting Pullbox, 2' x 4', Traffic Rated	1	Each	\$_____	\$_____
622.3001	Remove Wood Pole/Highway Lighting Luminaire	5	Each	\$_____	\$_____
622.5001	Highway Lighting Ductline, One- 2 Inch PVC Schedule 80, Concrete Encased	990	L.F.	\$_____	\$_____
622.6001	Highway Lighting Conductors, #2 AWG	3150	L.F.	\$_____	\$_____
622.6002	Highway Lighting Conductors, #4 AWG	1050	L.F.	\$_____	\$_____
623.1001	Traffic Signal Standard, Type I	2	Each	\$_____	\$_____
623.1005	Traffic Signal Head	3	Each	\$_____	\$_____

**NH-064-1(010)**  
**Addendum No. 1**  
**r5/17/2021**



## PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
623.2001	Traffic Signal Pullbox, 2' x 4', Traffic Rated	2	Each	\$_____	\$_____
623.4001	Loop Detector Sensing Unit (6' x 6'), 1 Loop	6	Each	\$_____	\$_____
623.5001	Traffic Signal Ductline, One-2 Inch PVC Schedule 80, Concrete Encased	320	L.F.	\$_____	\$_____
623.6001	Traffic Signal Cable, Type 2, 2/C #14	290	L.F.	\$_____	\$_____
624.1000	Water Laterals	1	Each	\$_____	\$_____
624.2000	Fire Hydrants and Fire Hydrant Laterals	2	Each	\$_____	\$_____
629.1010	4-Inch Pavement Striping (Thermoplastic Extrusion)	3200	L.F.	\$_____	\$_____
629.1012	8-Inch Pavement Striping (Thermoplastic Extrusion)	3000	L.F.	\$_____	\$_____
629.1013	12-Inch Pavement Striping (Thermoplastic Extrusion)	28	L.F.	\$_____	\$_____
629.2001	Pavement Arrow (Thermoplastic Extrusion)	7	Each	\$_____	\$_____
629.2002	Pavement Word (Thermoplastic Extrusion)	1	Each	\$_____	\$_____
629.2003	Pavement Symbol (Thermoplastic Extrusion)	14	Each	\$_____	\$_____
629.3010	Type C Pavement Marker	150	Each	\$_____	\$_____

## PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.3020	Type H Pavement Marker	115	Each	\$_____	\$_____
631.1001	Regulatory Sign	4	Each	\$_____	\$_____
636.1000	E-Construction License	F.A.	F.A.	F.A.	<u>\$ 110,000.00</u>
638.1000	Curb, Type 2D	186	L.F.	\$_____	\$_____
645.1000	Traffic Control	L.S.	L.S.	L.S.	\$_____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	F.A.	F.A.	F.A.	<u>\$ 50,000.00</u>
648.1000	Field-Posted Drawings	L.S.	L.S.	L.S.	\$_____
651.2001	HECO Pullbox, 2' x 4', LRFD Rated	1	Each	\$_____	\$_____
651.2002	HT Pullbox, 2' x 4', Traffic Rated	1	Each	\$_____	\$_____
651.5001	HECO Ductline, One 3-Inch PVC Schedule 40, Concrete Encased	150	L.F.	\$_____	\$_____
651.5002	HT Ductline, One 2-Inch PVC Schedule 40, Concrete Encased	150	L.F.	\$_____	\$_____
651.8001	Utility Company Service Charges	F.A.	F.A.	F.A.	<u>\$ 50,000.00</u>
679.1000	Weigh In Motion System	L.S.	L.S.	L.S.	\$_____

## PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
682.1000	Truck Weigh Station	L.S.	L.S.	L.S.	\$ _____
696.2000	Field Office Trailer (Not to Exceed \$50,000)	F.A.	F.A.	F.A.	\$50,000.00
699.1000	Mobilization (Not to Exceed 6% of the Sum of All Items Excluding the Bid Price of This Item).	L.S.	L.S.	L.S.	\$ _____
Sum of All Items					\$ _____
NOTES: <ol style="list-style-type: none"> <li>1. Bids shall include all Federal, State, County and other applicable taxes.</li> <li>2. The SUM OF ALL ITEMS will be used to determine the lowest responsible bidder.</li> <li>3. In case of a discrepancy between unit price and the total in said bid, the unit price shall prevail.</li> <li>4. Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.</li> </ol>					



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

<b>Project #:</b>	<b>County:</b>
<b>DBE Project Goal:</b>	<b>Prime Contractor:</b>

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 listed in the proposal 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. 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.

Name of Subcontractor, Supplier, Manufacturer, and Trucking Company	DBE (Y/N)	Bid Item Number and Description	Approx. Quantity/ Hours	Unit	Unit Price/ Rate	Dollar Amount

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	
<b>A/B = DBE contract goal</b>	

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of BIDDER:

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) calendar 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 at the time of 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 Firm	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 firms, 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 Bidder	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. DBE's must be certified by the bid opening date.

<b>Project #:</b>	<b>County:</b>
<b>NAICS CODE/DESCRIPTION OF WORK:</b>	<b>SECONDARY NAICS CODE:</b>

\*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.

<b>Estimated Beginning Date (Month/Year):</b>	<b>Estimated Completion Date (Month/Year):</b>
---	--

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

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 and provide a copy of lease agreement(s):			
Name of Trucking Company	DBE Y/N	Dollar Amount of Contract/Agreement	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.**

<b>DBE NAME:</b>		Name/Title (please print):	
Address:		Signature:	
Phone:	Fax:	Date:	
<b>Prime Contractor:</b>		Name/Title (please print):	
Address:		Signature:	
Phone:	Fax:	Date:	
<b>Subcontractor (only if the DBE will be a second tier sub):</b>		Name/Title (please print):	
Address:		Signature:	
Phone:	Fax:	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 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
Dollar Amount of Contract/Agreement	Provide information about 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 was 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 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. DBE's must be certified by the bid opening date.

<b>Project #:</b>	<b>County:</b>
<b>NAICS CODE/DESCRIPTION OF WORK:</b>	<b>SECONDARY NAICS CODE:</b>

\*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.

<b>Estimated Beginning Date (Month/Year):</b>	<b>Estimated Completion Date (Month/Year):</b>
---	--

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.**

<b>DBE NAME:</b>	Name/Title (please print):
Address:	Signature:
Phone:      Fax:	
Email:	Date:
<b>Prime Contractor:</b>	Name/Title (please print):
Address:	Signature:
Phone:      Fax:	
Email:	Date:
<b>Subcontractor (only if the DBE will be a second tier sub):</b>	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 was 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 that the listed DBE will work under as a second tier subcontractor/supplier/manufacturer
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of subcontractor
Date	Date agreement signed

**Sand Island Access Road, Truck Weigh Station NH-064-1(010) Pre-Bid Meeting.**

Wednesday May 5, 2021 10:00am – 11:00am.

Microsoft Teams

**Attendees:**

Department of Transportation – HWY-DD – Ryan Kunselman

Office of Civil Rights (OCR) – Dan Williams, Melanie Martin

R.M. Towill – Craig Luke, Waylen Miyashiro (Design Consultant)

Pacific Architects – Dennis Kimura (Architect)

Mechanical Enterprises – Ross Okuda (Mechanical Engineer)

KAI Hawaii – Saeid Pourjalali (Structural Engineer)

ECS – Michele Adolfo (Electrical Engineer)

**Contractors:**

Group Pacific Inc.– Chip Doyle

Jas. W. Glover Ltd. – Sam Peng Ho

International Road Dynamics - Roy Czinku

Maui Kupono Builders – Kevin Yamabayashi

Prebid meeting was started at 10:02 am:

“This meeting is being recorded.”

“Anything said at this meeting is for clarification only, the bid documents shall govern over anything said today and discrepancies shall be clarified by addendum. For any questions to be officially answered, all questions should be submitted to HlePRO.”

Office of Civil Rights – Dan Williams & Melanie Martin

- Gave presentation of DBE program and requirements.

- New forms: Revised proposal P-5 & P-6, DBE Trucking, DBE Subcontractor, Manufacturer, or Supplier and Good Faith Effort form.

Meeting was open to questions from attendees.

Questions:

Kevin – Maui Kupono Builders.

Is this the first project the new forms will be used with?

- This is the first project forms will be used on.

With new forms, would DBEs be listed on only new forms not on P-5 or P6?

- DBE's will be listed on new confirmation and commitment forms.
- P-5 and P-6 are reserved for listing licensed contractors.
- Non licensed non-DBE contractors are not to be listed on P-5 or DBE forms.

Sam – Jas. W. Glover

On form P-5 and P-6 are only subcontractors listed with the new forms?

- P-5 is for listing subcontractors and P-6 is for listing joint contractors

Kevin – Maui Kupono Builders.

Will there be any changes to the definition of "Subcontractor"?

- Please submit this question onto HlePRO for official response.

No additional questions were asked, meeting was concluded at 10:28 am.

**Questions for solicitation: B21001718 Sand Island Access Road, Truck Weigh  
Station  
05/05/2021**

**1. Please provide a soils report and boring log for drilled shaft foundations (detail 4 & 5, sheet S-7) at Camera Pole locations and Traffic Signal Pole locations.**

Please see attached Geotechnical report for reference.

**2. We request the State to allow adequate time after new bid forms are issued, to be able to ask questions related to the form.**

Additional question period will be opened due to bid open postponement.

**3. According to the Pre-bid Meeting, only licensed subcontractors will be required to be listed on the subcontractor listing page P-5. Will the State change the definitions of "subcontractor" and "work" in the specifications? Currently, there is a conflict in the definitions that may require the listing of unlicensed subcontractors.**

Please see attached revised Division 100 sheets included in Addendum 1 for the definition of "Subcontractor".

**4. If second tier DBE service provider are used, will they have to submit a separate DBE Confirmation and Commitment? What if it's a second tier non-DBE service provider?**

If a second tier DBE service provider is used, they will need to submit a separate DBE Confirmation and Commitment Agreement.

If the second-tier service provider is a non-DBE services provider, then the third section "*(Subcontractor (only if the DBE will be a second-tier sub))*" does not need to be completed. That section only needs to be completed if the second-tier sub is a DBE.

**5. In the new confirmation and commitment form, there are line items for Item No. and Item Description. I assume these are related to the bid items. There is also a column for "Unit" but no column for the unit of measure. If the bid item unit of measure is in SY but the DBE is getting paid by the hour, what quantity should be used and how do we denote what the unit of measure is?**

The unit used for the items should match the unit on the proposal schedule. The quantity may be written in the item description or unit boxes. In the event there is not space to include the quantity, the quantity may be calculated by amount divided by unit price/rate by the office processing the forms.



**6. If the unit of measure for the bid item is in SY and the contractor commits to the DBE based on the SY quantity in the proposal, will the contractor be held to paying the DBE the total dollar amount if the actual SY quantity performed and paid for is less?**

At the time of bid, quantities may be an estimate and the actual amount may vary (due to additions or reductions of work items/scope of work). The focus is on the cost per unit of measure. We want to ensure that when the subcontract is executed, that the amount per unit is the same as what was stated on the Confirmation and Commitment Agreement for Trucking and/or Subcontractor, Manufacturer or Supplier. The prime may not have control over additions or reductions of work

**7. Test**

It is confirmed that the test post worked.

**8. Please consider a bid option to replace the AC pavement (5" AC and 10" AC Concrete Base), with a concrete pavement and aggregate base section that meets the design requirements.**

Bid accordingly to drawings and special provisions.

**9. Please confirm where the Demo of AC existing pavement is to be paid. Please confirm existing pavement AC thickness.**

Demolition and removal shall be considered to be incidental to the various contract items. Contractor to review soils report boring information and make assumption on thickness and assume risk.

**10. There are a bid items for the Fire Hydrant, the Water Laterals, but no bid item for the Sewer line work. Please provide a Bid Item for the Sewer line work**

Contractor may assume the sewer lateral to be incidental to the Truck Weigh Station 682.1000 item of work.

**11. Please confirm where grassing and topsoil is to be paid**

Contractor to assume grassing and topsoil are incidental to the various items of work.

**12. "Projects in Conflict with BWS Projects" - Please provide details of the "Sand Island Water System Improvements" Project, including conflicts with this project.**

The future BWS water system project in vicinity of the Sand Island Access Road, Truck Weigh Station project is currently in preliminary design and subject to change. Coordination and information about

the Sand Island Access Road, Truck Weigh Station project were provided to BWS during the design process.

**13. Please provide the size and depth of the 3 each existing fuel lines in the Vaults that are to be Reconstructed per Detail 2/S-7**

The depth and size of the fuel lines are unknown. The Contractor shall bid accordingly and assume risk related to fuel line size and depth. Coordination and information were provided to Par Hawaii Refining during the design phase of the Sand Island Access Road, Truck Weigh Station project.

**14. Please direct our attention to the location of the 8 LF of chain link fence required per Item No. 607.0060.**

Please refer to the Architectural drawings A-11. It was assumed some chain link fencing may be required to close any gaps between the D-02 swing gate and scale storage building.

**15. Please confirm what scope of work are included as part of Item No. 203.0100 Roadway Excavation. Grading work to the bottom of the new pavement seems to be short of the 2100 CY proposal quantity.**

The roadway excavation is to the pavement subgrade and does not include scarification and recompacting. Scarifying and recompacting the existing subgrade is considered incidental to the various contract items. The grading quantity has been confirmed.

**16. Sheet C-4 indicates the "Future Grade Retaining Wall to be Constructed as part of H.C. 10502 - The New Kapalama Container Terminal Yard Design." Please confirm that this retaining wall will be constructed prior to the grading work for this project.**

The construction of the "future grade retaining wall" has been already been completed.

**17. Sheet C-3 indicates "Demolish and Remove Concrete Curb, to be Constructed as part of H.C. 10502 - The New Kapalama Container Terminal Yard Design." Please clarify if the demolition of this curb is part of this project. Please clarify if the construction of this curb is part of this project.**

The construction of the concrete curb has been completed by the H.C. 10502 project. The current project will be responsible for demolishing the portion of the concrete curb that is in conflict with the construction drawings (as shown in construction drawings).